

03-12-1999

1740 3-8-99



To the Honorable Commissioner of F

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ached original documents or copy thereof.

1. Name of conveying party(ies):

P.K., Inc.

- Individual(s)
- General Partnership
- Corporation-State Colorado
- Other \_\_\_\_\_
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Purchase and Sale Agreement
- Merger
- Change of Name

Execution Date: July 29, 1994

2. Name and address of receiving party(ies):

Name: Landry's Seafood House - Colorado, Inc.

Internal Address:

Street Address: 11911 W. 6<sup>th</sup> Avenue

City: Golden State: Colorado ZIP: 80401

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Colorado
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A.

B. Trademark registration No. 1.111,114

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kevin L. Smith, Esq., Winstead Sechrest & Minick P.C.

Internal Address:

Street Address: 1201 Elm Street, 5400 Renaissance Tower

City: Dallas State: Texas ZIP: 75270-2199

6. Total number of applications and registrations involved: \$40.00

7. Total fee (37 CFR 3.41): \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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40.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kevin L. Smith

Name of Person Signing

Signature

March 8, 1999

Date

Total number of pages comprising cover sheet: 23

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") dated on or as of July 29, 1994, is between LANDRY'S SEAFOOD HOUSE-COLORADO, INC., a Colorado corporation, hereinafter "Purchaser," LANDRY'S SEAFOOD RESTAURANTS, INC., a Delaware corporation, hereinafter "Landry's," P.K., Inc. d/b/a Simms Landing, a Colorado corporation, hereinafter "Seller," Dean C. Peterson, Christine Peterson, and Stanley Kossen, hereinafter "Shareholders."

WHEREAS, Purchaser desires to purchase, and Seller desires to sell, certain of the assets of Seller used in operating Simms Landing at the price and on the terms and conditions set forth; and

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, and subject to the terms and conditions set forth herein, Seller, Shareholders, Purchaser and Landry's agree as follows;

1. Acquisition.

(a) Purchased Assets. Subject to and upon the terms and conditions hereof and the representations and warranties contained herein, Seller hereby sells, transfers, assigns and delivers to Purchaser, and Purchaser hereby purchases from Seller, free and clear of all liens, claims and encumbrances, certain assets of Seller used in connection with the operation of Simms Landing, hereinafter collectively referred to as the "Purchased Assets," all of which are hereby purchased in an "as is" condition being more particularly described as follows:

(v) all goodwill and going concern value which relate to Simms Landing, including but not limited to the trade name "Simms Landing," all intellectual or other intangible property associated or used in connection with the Subject Business, trade names, trademarks, copyrights, trade dress, service marks, proprietary information used in connection with the Subject Business, employment and unemployment history of the Subject Business, if requested by Purchaser at any time, recipes, menus and operations manuals;

(b) Consideration.

the receipt and

sufficiency of which is hereby acknowledged by Seller.

3. Representations and Warranties of Seller and Shareholders. Seller and

Shareholders jointly and severally, represent and warrant to Purchaser that:

(n) **Name.**

(i) **Seller is the owner of the name "Simms Landing;"**

(ii) **Seller has not, in any manner, licensed, conveyed or**

**transferred or attempted to convey, license or transfer the name "Simms Landing"**

or any names similar thereto to any third party;

**IN WITNESS WHEREOF, this Agreement has been duly executed by the parties  
as of the date and year first above written.**



PURCHASER:

LANDRY'S SEAFOOD HOUSE-  
COLORADO, INC.

By:   
Timman J. Fertitta, President


LANDRY'S SEAFOOD RESTAURANTS,  
INC.

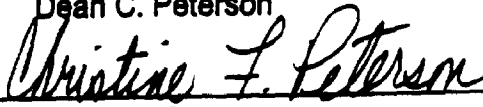
By:   
Timman J. Fertitta, President

P.K., INC. d/b/a SIMMS LANDING

By:   
Dean C. Peterson, Chairman

SHAREHOLDERS:

By:   
Dean C. Peterson

By:   
Christine Peterson

By:   
Stanley Kossen