

3-9-99



To the Honorable Commissioner of P

100985516

ched original documents or copy thereof.

1. Name of conveying party(ies):
Landry's Seafood Restaurants, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____

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

2. Name and address of receiving party(ies):
Name: Landry's Trademark, Inc.
Internal Address: _____
Street Address: 1209 Orange Street
City: Wilmington State: Delaware ZIP: 19801

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: August 1, 1994

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

Additional numbers attached? Yes No

B. Trademark registration No. 1,111,114

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)

DO NOT USE THIS SPACE

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 9, 1999
Date

Total number of pages comprising cover sheet: 4

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

Do not detach this portion

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

03/15/1999 DNGUYEN 00000227 1111114

01 FC:481

40.00 DP

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.

TRADEMARK ASSIGNMENT

WHEREAS, Landry's Seafood Restaurants, Inc. ("ASSIGNOR"), is a Delaware corporation having a principal place of business at 1400 Post Oak Boulevard, Suite 1010, Houston, Texas 77056.

WHEREAS, ASSIGNOR owns all rights, title and interest to a certain trademarks and/or servicemarks (hereinafter "Trademarks"), certain applications for registration of the Trademarks (the "Trademark Applications") and certain Trademark Registrations (the "Registrations"), all of which are identified in Schedule "A" attached hereto; and

WHEREAS, Landry's Trademark, Inc. ("ASSIGNEE"), a Delaware corporation, having a principal place of business at 1209 Orange Street, Wilmington, Delaware 19801 is desirous of acquiring the worldwide right, title, and interest in and to the Trademarks and Trademark Applications and Registrations;

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR agrees and covenants as follows:

1. ASSIGNOR sells, assigns, conveys, and transfers to ASSIGNEE, and ASSIGNEE accepts as of the date of this Assignment,

(a) all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, including the right to apply for and receive registrations of the Trademarks throughout the United States and in all other countries of the world, the right to sue and recover damages for past, present, and future infringements;

(b) all rights, title and interest in and to the Trademark Applications and Registrations, together with that portion of ASSIGNOR's business with which the mark is intended to be used, including all priority rights to apply for and receive registrations throughout the world in the name of ASSIGNEE or its successor, assign, or representative; and

2. ASSIGNOR further sells, assigns, conveys, and transfers to ASSIGNEE, and ASSIGNEE accepts as of the date of this agreement, all right, title, and interest ASSIGNOR may have to any trade names, trademarks, service marks, trade dress, and applications for registrations and registrations thereof, throughout the world, used in connection with the business.

3. ASSIGNOR represents and warrants that he has not assigned, conveyed, transferred, or granted to any third party any interest in, or otherwise encumbered in any manner, the Trademarks, Trademark Applications or Registrations; that, to the best of his knowledge, no third party owns, or is entitled to, any right or interest in the Trademarks, Trademark Applications or Registrations that would preclude, conflict with or encumber this Assignment; and that he hereby consents to this Assignment.

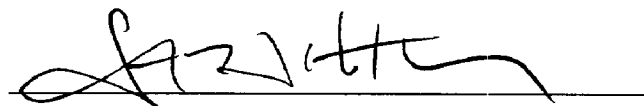
4. ASSIGNOR agrees, at the request of ASSIGNEE and at ASSIGNEE's expense, to execute and deliver such other and further documents and legal instruments, and do all other things reasonably necessary to perfect in ASSIGNEE, its assigns, successors, and legal representatives, all right, title and interest in and to the Trademarks, Trademark Applications and Registrations hereby conveyed and transferred, throughout the world, including without limitation executing and delivering any and all powers of attorney, applications, assignments, declarations and affidavits.

5. This Assignment and the covenants herein are made for the benefit of the ASSIGNEE and its successors and assigns and may be transferred without the consent of ASSIGNOR.

EFFECTIVE this 1st day of August, 19 94.

Agreed:

LANDRY'S SEAFOOD
RESTAURANTS, INC.

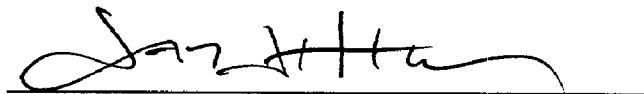


Name: Steven L. Scheinthal

Title: Vice President

Accepted:

LANDRY'S TRADEMARK, INC.



Steven L. Scheinthal

President

SCHEDULE A
To the Trademark Assignment by and between
LANDRY'S SEAFOOD RESTAURANTS, INC. and LANDRY'S TRADEMARK, INC.

- | | |
|-----------------------------------|--|
| (1) <u>Trademark</u> | SIMMS LANDING |
| (2) <u>Trademark Applications</u> | NONE |
| (3) <u>Trademark Registration</u> | 1,111,114 dated 01/09/79 for SIMMS LANDING |