

09-16-1999

MRP
9-13-99



101147960

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

SEP 13

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
TEXAS ROADHOUSE HOLDINGS LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State of _____
 Other a Kentucky limited liability company

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

2. Name and address of receiving party(ies):
Name: TEXAS ROADHOUSE DELAWARE LLC
Internal Address: _____
Street Address: 9000 Wessex Place, Suite 301
City: Louisville State Kentucky ZIP: 40222

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Delaware limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
(Designation 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: January 28, 1999

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

A. Trademark Application No.(s)
75/281,425
75/350,292

B. Trademark registration No.(s)
1,833,533
2,231,309
2,250,966

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Russell N. Rippamonti
Jenkins & Gilchrist, P.C.
Internal Address: _____
Street Address: 1445 Ross Avenue, Ste. 3200
City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): \$ 140.00
 Enclosed
 Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

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.

Russell N. Rippamonti Russell Rippamonti September 9, 1999
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 3

09 5/1999 NTHAI1 00000130 75281425
01 FC:481 40.00 00
02 FC:482 100.00 00

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective as of the 28th day of January, 1999, between TEXAS ROADHOUSE HOLDINGS LLC ("Assignor") and TEXAS ROADHOUSE DELAWARE LLC ("Assignee").

WHEREAS, ASSIGNOR, a Kentucky limited liability company, having a principal place of business at 9000 Wessex Place, Suite 301, Louisville, Kentucky 40222, has adopted and is using or intends to use in its business the trademarks listed on Exhibit A attached to and incorporated in this Assignment (hereinafter referred to as the "Marks") that are the subject of applications for trademark registration pending or are registered with the U.S. Patent and Trademark Office, as indicated on Exhibit A (hereinafter collectively referred to as the "Marks"); and

WHEREAS, ASSIGNEE, a Delaware limited liability company, having a principal place of business at 9000 Wessex Place, Suite 301, Louisville, Kentucky 40222, is desirous of acquiring said Marks, the applications for registration, registrations to issue thereof, registrations and the goodwill of the business associated with said Marks; and

WHEREAS, ASSIGNOR is transferring to ASSIGNEE certain assets whereby ASSIGNEE is acquiring from ASSIGNOR, and thereby becoming the successor to, the portion of ASSIGNOR'S business to which the Marks pertain, which business is ongoing and existing; and

WHEREAS, in light of the foregoing, the parties acknowledge that this Assignment is intended to effectuate an assignment to ASSIGNEE of all rights in and to the said Marks, the applications for registration, registrations to issue thereof, registrations, and the goodwill of the business associated with such Marks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said ASSIGNOR does hereby assign unto the said ASSIGNEE all rights, title and interest in and to the said Marks together with the goodwill of the business symbolized by the Marks, the applications for registration, the registrations to issue, and the registrations thereof.

TEXAS ROADHOUSE HOLDINGS LLC

By: WKT RESTAURANT CORP., its Manager

By: W. Kent Taylor
Name: W. Kent Taylor
Title: President

STATE OF KENTUCKY §
 §
COUNTY OF Jefferson §

W. Kent Taylor, President of WKT Restaurant Corp., Manager of TEXAS ROADHOUSE HOLDINGS LLC, personally appeared before me, and being first duly sworn declared that he signed the assignment in the capacity designated, and further states that he has read the above assignment, and the statements therein contained are true.

SUBSCRIBED AND SWORN TO before me this 2nd day of September 1999.

Charlotte L. Hendrick
Notary Public in and for the State of Kentucky

My Commission Expires:

Charlotte L. Hendrick
Printed Name

Notary Public, State at Large, KY
My Commission expires Oct 27, 2000

EXHIBIT A

<u>Mark</u>	<u>Serial/Reg. No.</u>	<u>Filing/Reg. Date</u>
ROADHOUSE GOLD	75/281,425	04/25/1997
TEXAS ROADHOUSE & Design	75/350,292	09/02/1997
TEXAS ROAD HOUSE & Design	1,833,533	04/26/1994
TEXAS ROADHOUSE	2,231,309	03/16/1999
TEXAS ROADHOUSE & Design	2,250,966	06/08/1999