

08-17-2000

FORM PTO-1594
COMMERCE



ET U.S. DEPARTMENT OF

(7/97)

101435043

Patent and Trademark Office

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

1. Name of conveying party(ies):
Landry's Seafood House-Little Rock, Inc. *P. 110*
7.24.00
Entity: A Corporation of Arkansas
Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and address of receiving party(ies):
Name: Wharf Restaurants, Inc.
Address _____
Little Rock, Arkansas

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Bill of Sale and Exhibit 1
Date: November 15, 1993

Entity: A corporation of Arkansas
If assignee is not domiciled in the United States, an appointment of domestic representative is attached: Yes No
Additional name(s) & address(es) attached: Yes No

4. Application or Registration number(s):
A. Trademark Application No.(s) _____ B: Trademark Registration No.(s) 1,128,047

Additional numbers attached? Yes NoXXX

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

Hill & Simpson, P.C.
Attn: Trademark Department
85th Floor-Sears Tower
Chicago, IL 60606

Att. Ref. No(s): T78,0570

6. Total number of trademark applications and registrations involved: 1

7. Total Fee (37 CFR 3.41)
 Enclosed \$40.00
 Any additional fees or credits are authorized to be charged to deposit account. A duplicate copy of this page is attached for use when applicable.

8. Deposit Account Number: 08-2290

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.

Dolores K. Hanna
Name of Person Signing

Dolores K. Hanna
Signature

7-20-00
Date

Total number of pages including cover sheet, attachments and document: 5

Mail documents to be recorded and required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

08/16/2000 MTHA11 00000151 1128047
01 FC:581 40.00 OP

DOCUMENT #3 FOR RECORDATION

TRADEMARK
REEL: 002120 FRAME: 0888

(State of Arkansas
(
(County of Pulaski

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That Landry's Seafood Restaurant, Inc. and Landry's Seafood House-Little Rock, Inc., (collectively "the Seller") for and in consideration of the sum of Fifty Thousand Dollars (\$50,000) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer and deliver unto Wharf Restaurants, Inc., ("the Purchaser) and unto its assigns, the following described goods and chattels ("the Property"):

SEE ATTACHED EXHIBIT 1

Purchaser acknowledges that it is purchasing and receiving the Property "AS IS" "WHERE IS" without any representations or warranties except vendor warranties, if any, that are assigned with the equipment and Seller's warranties and representations as set forth in the next paragraph. Seller and Purchaser agree that Purchaser is assuming no obligations, payables or liabilities of any nature of Seller. Additionally, Seller hereby holds harmless and indemnifies Purchaser from (i) any liability resulting from any litigation in Arkansas involving Landry's Seafood House-Little Rock, Inc., or Landry's Seafood Restaurant, Inc., (ii) any liability resulting from the litigation currently filed as Latonia Clark and Laura Swanigan vs. Landry's Seafood House and Larry Ringgold, Pulaski County Circuit Court No. CV99-1773, or any derivation of such litigation, and

EXHIBIT 1 TO BILL OF SALE

1. All telephone numbers of Seller in Arkansas.
2. The name "Anderson's Cajuns Wharf".
3. All furniture, fixtures and equipment of Seller located and maintained at 2400 Cantrell Road in Little Rock, Arkansas;
4. **NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY**, the following items are excluded from Seller's transfer and conveyance to Purchase:

Point of Sale Electronic Systems;
Signage with Seller's name;
Marquee signage;
Decorative items as selected by the Seller;
Drink Dispensers (leased);
Coffee Machines (leased);
Dishwashers (leased);
Eco-Lab Chemical Racks (leased);
Dumpsters (leased);
Frozen Drink Machine (leased);
Muzak Satellite Dish and Receiver (leased);
Copier and Copier Facsimile (leased);
Music Equipment and Sound System;
China, Glass and Flatware;
Banquet Smallwares;
Surveillance Equipment;
Unopened Liquor Inventory;
Miscellaneous Kitchen Smallwares;
Food, Beer, Wine and Opened Liquor.

5. Purchaser has the exclusive option of purchasing the following items for the following amounts if paid to Seller on or before 4:00 p.m. CDT on June 15, 1999 in Little Rock:

A Banquet Smallwares and Surveillance Equipment	\$2,000
B Unopened Liquor Inventory	\$1,507.14
C Music Equipment and Sound System	\$500
D Miscellaneous Kitchen Smallwares	\$1,000

(iii) the security interests and other liens set forth on Exhibit 2 attached hereto. Further, Seller covenants to Purchaser that it will not open or operate a restaurant called Landry's Seafood House within five (5) miles of 2400 Cantrell Road, Little Rock, Arkansas for a period of two (2) years from this date. Seller acknowledges that Purchaser will be entitled to all remedies in equity or in law if Seller breaches this covenant.

Purchaser shall hereafter have and hold, all and singular, the Property forever. And the Seller hereby covenants with the said Purchaser that it is the lawful owner of the Property which is free from all encumbrances and liens of any nature; that it has good title to sell the Property; that it has duly authorized corporate authority to sell the Property and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever; Seller will execute additional documents to effect the transition of ownership as may be reasonable and necessary.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal this

14th day of June, 1999.

PURCHASER:

Wharf Restaurants, Inc.

By: 
Its Duly Authorized Representative

SELLER:

Landry's Seafood House-Little Rock,
Inc.

By: 
Its Duly Authorized Representative

Landry's Seafood Restaurants, Inc.

By: 
Its Duly Authorized Representative