

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Collateral Agent to Debtor, Landry's Restaurants, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Landry's Restaurants, Inc.

Internal Address: _____

Street Address: 1510 West Loop South

City: Houston

State: Texas

Country: USA Zip: 77027

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

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)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) December 30, 2005

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2,028,576

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

MANGORITA

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

Name: William D. Raman, Esc.

Internal Address: _____

Wong, Cabelllo, Lufsch, Rutherford & Brucculeri, LLP

Street Address: P.O. Box 685108

City: Austin

State: Texas Zip: 78768-5108

Phone Number: (512) 473-2550

Fax Number: (512) 473-2555

Email Address: wctrademarkaustin@counselip.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 501922/342-0016US

Authorized User Name Grace Jennings

9. Signature:

Sherri L. Eastley
Signature

1/10/06
Date

Sherri L. Eastley

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22311-1450

TRADEMARK

CH \$40.00 501922 2028576

SCHEDULE A

All of the receiving parties listed herein have the following address: 1510 West Loop South, Houston, Texas 77027

<u>Name of Receiving Party</u>	<u>State of Incorporation</u>
C. A. Muer Corporation	MI
Capt. Crab's Take-Away of 79th Street, Inc.	FL
CHLN, Inc.	DE
CHLN-Idaho, Inc.	ID
CHLN-Maryland, Inc.	MD
Crab Addison, Inc.	TX
Crab House, Inc.	FL
Cryo Realty Corp.	FL
CryoTech Industries of North Carolina, Inc.	NC
FSI Devco, Inc.	NV
Hospitality Headquarters, Inc.	TX
Houston Aquarium, Inc.	TX
Inn at the Ballpark Catering, Inc.	TX
Joe's Crab Shack - Delaware, Inc.	DE
Joe's Crab Shack - San Diego, Inc.	CA
Landry's Crab Shack, Inc.	TX
Landry's Development, Inc.	TX
Landry's Downtown Aquarium, Inc.	CO
Landry's G.P., Inc.	DE
Landry's Limited, Inc.	DE
Landry's Pesce, Inc.	TX
Landry's Seafood & Steak House - Corpus Christi, Inc.	TX
Landry's Seafood House - Alabama, Inc.	AL
Landry's Seafood House - Arizona, Inc.	AZ
Landry's Seafood House - Arlington, Inc.	TX
Landry's Seafood House - Austin, Inc.	TX
Landry's Seafood House - Bellevue, Inc.	KY
Landry's Seafood House - Biloxi, Inc.	MS
Landry's Seafood House - Colorado, Inc.	CO
Landry's Seafood House - Delaware, Inc.	DE
Landry's Seafood House - Florida, Inc.	FL
Landry's Seafood House - Georgia, Inc.	GA
Landry's Seafood House - Hampton, Inc.	VA
Landry's Seafood House - Illinois, Inc.	IL
Landry's Seafood House - Indiana, Inc.	IN
Landry's Seafood House - Kansas, Inc.	KS
Landry's Seafood House - Kentucky, Inc.	KY
Landry's Seafood House - Lafayette, Inc.	LA
Landry's Seafood House - Little Rock, Inc.	AR
Landry's Seafood House - Maryland, Inc.	MD

SCHEDULE A

Name of Receiving Party	State of Incorporation
Landry's Seafood House - Memphis, Inc.	TN
Landry's Seafood House - Michigan, Inc.	MI
Landry's Seafood House - Minnesota, Inc.	MN
Landry's Seafood House - Missouri, Inc.	MO
Landry's Seafood House - Nevada, Inc.	NV
Landry's Seafood House - New Jersey, Inc.	NJ
Landry's Seafood House - New Mexico, Inc.	NM
Landry's Seafood House - New Orleans, Inc.	LA
Landry's Seafood House - Norfolk Virginia, Inc.	VA
Landry's Seafood House - North Carolina, Inc.	NC
Landry's Seafood House - Ohio, Inc.	OH
Landry's Seafood House - Oklahoma, Inc.	OK
Landry's Seafood House - Pennsylvania, Inc.	PA
Landry's Seafood House - Redondo Beach, Inc.	CA
Landry's Seafood House - San Luis, Inc.	TX
Landry's Seafood House - South Carolina, Inc.	SC
Landry's Seafood House - Utah, Inc.	UT
Landry's Seafood House - Virginia, Inc.	VA
Landry's Seafood Inn & Oyster Bar - Galveston, Inc.	TX
Landry's Seafood Inn & Oyster Bar - Kemah, Inc.	TX
Landry's Seafood Inn & Oyster Bar - San Antonio, Inc.	TX
Landry's Seafood Inn & Oyster Bar - Sugar Creek, Inc.	TX
Landry's Seafood Inn & Oyster Bar, Inc.	TX
Landry's Seafood Kemah, Inc.	TX
Landry's Trademark, Inc.	DE
LCH Acquisition, Inc.	DE
LNY-Iowa, Inc.	IA
LSRI Holdings, Inc.	DE
Marina Acquisition Corporation of Florida, Inc.	FL
Nevada Aquarium, Inc.	NV
Ocean Blue Industries, Inc.	DE
Rainforest Cafe, Inc.	MN
Rainforest Cafe, Inc. - Baltimore County	MD
Rainforest Cafe, Inc. - Cha Cha	TX
Rainforest Cafe, Inc. - Kansas	KS
Rainforest Trademark, Inc.	DE
Saltgrass, Inc.	TX
Seafood Holding Supply, Inc.	DE
Summit Aircraft Services, Inc.	DE
Summit One Network, Inc.	DE
Summit Seafood Supply, Inc.	DE
Summit Supply, Inc.	DE
West End Seafood, Inc.	TX
Willie G's Galveston, Inc.	TX

SCHEDULE A

Name of Receiving Party	State of Incorporation
Willie G's Post Oak, Inc.	TX
	TX

RELEASE OF SECURITY INTEREST

THIS RELEASE OF SECURITY INTEREST (this "Release") is executed as of this ____ day of December, 2005, by WACHOVIA BANK, NATIONAL ASSOCIATION, in its capacity as agent (the "Collateral Agent") for itself and each financial institution party from time to time to the Credit Agreement as defined below (the "Lenders").

WHEREAS, LANDRY'S RESTAURANTS, INC., a corporation organized under the laws of the State of Delaware (herein referred to as the "Debtor"), WACHOVIA BANK, NATIONAL ASSOCIATION, in its capacity as the Administrative Agent and the Collateral Agent, the Lenders and the other parties thereto entered into that certain Credit Agreement dated as of December 28, 2004 (as amended from time to time, the "Credit Agreement").

WHEREAS, in connection with the Credit Agreement, the Debtor and the other persons listed on the signature pages thereof (collectively the "Grantors") and the Collateral Agent entered into that certain Intellectual Property Security Agreement, dated as of December 28, 2004 (the "Security Agreement").

WHEREAS, pursuant to the terms and conditions of the Security Agreement, the Collateral Agent was granted a security interest in, among other things, all of Debtor's interest in the collateral more specifically described on Exhibit A attached hereto ("Collateral").

WHEREAS, in connection with the Security Agreement a Notice of Security Interest in U.S. Trademarks (the "Notice") was filed with the United States Patent and Trademark Office on February 3, 2005, and recorded against the Collateral on Reel 3115, Frame 0919.

WHEREAS, the Debtor had previously transferred its rights to the Collateral and had inadvertently included the Collateral under the Security Agreement, and the Collateral Agent now wishes to release such security interest and liens in the Collateral.

NOW THEREFORE, the Collateral Agent agrees as follows:

The Collateral Agent hereby releases, cancels and terminates all of its security interest in and liens on the Collateral and all other rights with respect to the Collateral.

EXHIBIT A

<u>Trademark Name</u>	<u>Place of Registration</u>	<u>Registration Number</u>	<u>Registration Date</u>
Mangorita	United States	2,028,576	January 7, 1997

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8052-95 12/29/2005

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RECORDED: 01/10/2006

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REEL: 003248 FRAME: 0390