

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wachovia Bank, NA		11/16/2006	National Association: UNKNOWN

RECEIVING PARTY DATA

Name:	Landry's Trademark Inc.
Street Address:	301 South College Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2618763	CRABIOLIS
Registration Number:	2575603	CRABIOLIS
Registration Number:	2419307	EAT CRABS. HAVE FUN!
Registration Number:	2125102	FREE CRABS TOMORROW
Registration Number:	2148694	FREE CRABS TOMORROW
Registration Number:	1972218	JOE'S CRAB SHACK
Registration Number:	1917042	JOE'S CRAB SHACK AN EMBARRASSMENT TO ANY NEIGHBORHOOD
Registration Number:	1955196	JOE'S CRAB SHACK
Registration Number:	1980521	JOE'S CRAB SHACK
Registration Number:	2075735	JOE'S CRAB SHACK NO VACANCY
Registration Number:	2589677	JOE'S PLATTER DAZE!
Registration Number:	2757177	JOE'S SEAFOOD SHACK
Registration Number:	2576725	KILLER CRAB PLATTER

CH \$590.00 2618763

Registration Number:	2757358	LOBSTER CRAZY
Registration Number:	2099152	PEACE LOVE & CRABS]
Registration Number:	2101214	PEACE LOVE & CRABS!
Registration Number:	2629093	PLATTER DAZE!
Registration Number:	2183259	SEAFOOD WITH AN ATTITUDE!
Registration Number:	2631650	SHRIMP CRAZY!
Registration Number:	2518484	SHRIMPSPERTISE
Registration Number:	2752283	CRAB CRAZY!
Registration Number:	3023367	JOE JUNIOR AND THE CRAB CLUB
Registration Number:	3069795	

CORRESPONDENCE DATA

Fax Number: (212)446-4900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-446-4800
Email: hsmith@kirkland.com
Correspondent Name: Hayley Smith, Senior Legal Assistant
Address Line 1: Kirkland & Ellis
Address Line 2: 153 East 53rd Street
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	38462-61 (H. SMITH)
NAME OF SUBMITTER:	Hayley Smith
Signature:	//Hayley Smith//
Date:	12/27/2006

Total Attachments: 3
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RELEASE OF SECURITY INTEREST

THIS RELEASE OF SECURITY INTEREST (this "Release") is executed as of this 16th day of November, 2006, by Wachovia Bank, National Association (the "Collateral Agent"), whose address is 301 South College Street, One Wachovia Center, Charlotte, North Carolina 28288.

WHEREAS, Landry's Restaurants, Inc., a Delaware corporation, has entered into a Credit Agreement dated as of December 28, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Wachovia Bank, National Association, as Administrative Agent and Collateral Agent, and the Lender Parties party thereto.

WHEREAS, in connection with the Credit Agreement, the Borrower, Landry's Trademark, Inc., a Delaware corporation ("Landry's Trademark") and other subsidiaries of the Borrower party thereto, as Grantor and the Collateral Agent entered into that certain Intellectual Property Security Agreement, dated as of December 28, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

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

Such Security Agreement was filed with the (a) United States Patent and Trademark Office on February 3, 2005, and recorded against the Collateral on February 3, 2005 at Reel/Frame 3115/0919 and (b) United States Copyright Office on February 10, 2005, and recorded against the Collateral on February 10, 2005 in Volume 3520, Page 860.

WHEREAS, the Collateral Agent hereby releases all of its security interest in and to all Collateral listed on Exhibit A.

NOW THEREFORE, Collateral Agent represents and agrees as follows:

1. Collateral Agent hereby releases, cancels and terminates all of its right, title and interest in and to the Collateral as listed on Exhibit A, including its security interest in and liens on the Collateral and all other rights with respect to the Collateral, and conveys and assigns any and all right, title and interest that it may have in and to the Collateral to Landry's Trademark.

2. Collateral Agent represents that it has not exercised any of the rights with respect to the Collateral available to it under the Security Agreement. Collateral Agent represents and warrants that it has not sold, licensed, conveyed or otherwise alienated or transferred any rights in and to the Collateral, and that it has not practiced, sublicensed or granted a lien in any of the Collateral.

3. Without limiting the generality of the foregoing, this Release is intended to and shall forever terminate the irrevocable rights in the Collateral conveyed to Collateral Agent and reconvey such rights to Landry's Trademark.

Collateral Agent agrees that hereafter it will not take any action with respect to the Collateral.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed by its officer thereunto duly authorized as of the date hereof.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: Richard E. Anglin III
Name: Richard E. Anglin III
Title: Vice President

STATE OF NORTH CAROLINA §
 §
COUNTY OF MECKLENBURG §

On the 16th day of November, 2006, before me personally came Richard E. Anglin III to me known, who, being by me duly sworn, did depose and say that he or she is the Vice President of Wachovia Bank, National Association, the entity described in and which executed the foregoing instrument; and that he or she signed on behalf of said entity.

Betty G. Smith
Notary Public

My commission expires:
Aug. 4, 2017

[SEAL]

EXHIBIT A

TRADEMARKS

<u>Owner</u>	<u>Trademarks</u>	<u>Reg. or Serial No.</u>
Landry's Trademark, Inc.	Crabiolis	2,618,763
Landry's Trademark, Inc.	Crabiolis	2,575,603
Landry's Trademark, Inc.	Eat Crabs, Have Fun!	2,419,307
Landry's Trademark, Inc.	Free Crabs Tomorrow	2,125,102
Landry's Trademark, Inc.	Free Crabs Tomorrow and Design	2,148,694
Landry's Trademark, Inc.	Joe's Crab Shack	1,972,218
Landry's Trademark, Inc.	Joe's Crab Shack An Embarrassment to Any Neighborhood	1,917,042
Landry's Trademark, Inc.	Joe's Crab Shack and Design (Pirate)	1,955,196
Landry's Trademark, Inc.	Joe's Crab Shack and Design (Pirate)	1,980,521
Landry's Trademark, Inc.	Joe's Crab Shack No Vacancy and Design	2,075,735
Landry's Trademark, Inc.	Joe's Platter Daze!	2,589,677
Landry's Trademark, Inc.	Joe's Seafood Shack	2,757,177
Landry's Trademark, Inc.	Killer Crab Platter	2,576,725
Landry's Trademark, Inc.	Lobster Crazy	2,757,358
Landry's Trademark, Inc.	Peace, Love & Crabs!	2,099,152
Landry's Trademark, Inc.	Peace, Love & Crabs! and Design	2,101,214
Landry's Trademark, Inc.	Platter Daze!	2,629,093
Landry's Trademark, Inc.	Seafood with an Attitude	2,183,259
Landry's Trademark, Inc.	Shrimp Crazy!	2,631,650
Landry's Trademark, Inc.	Shrimpsertise	2,518,484
Landry's Trademark, Inc.	Crab Crazy!	2,752,283
Landry's Trademark, Inc.	Joe Junior and the Crab Club	3,023,367
Landry's Trademark, Inc.	Miscellaneous (Arrow)	3,069,795

COPYRIGHT REGISTRATIONS

<u>Title</u>	<u>Reg. No.</u>	<u>Nature of Work</u>
Joe's Crab Shack: An Embarrassment to any Neighborhood	TX-3-862-644	Menu

Dallas 145366034
8052-95 11/30/2006