

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Landry's Trademark, Inc.		11/17/2006	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Joe's Crab Shack Holdings, Inc.		
Street Address:	130 Main Street		
Internal Address:	c/o J. H. Whitney Capital Partners, LLC		
City:	New Canaan		
State/Country:	CONNECTICUT		
Postal Code:	06840		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2148694	FREE CRABS TOMORROW	
CORRESPONDENCE DATA			
Fax Number:	(512)473-2555		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(512) 473-2550		
Email:	wctrademarkaustin@counselip.com		
Correspondent Name:	William D. Raman		
Address Line 1:	P.O. Box 685108		
Address Line 4:	Austin, TEXAS 78768-5108		
ATTORNEY DOCKET NUMBER:	794-0001		
NAME OF SUBMITTER:	Grace Jennings		
Signature:	/gj/		
Date:	01/10/2007		

CH \$40.00 2148694

Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of November [17], 2006 ("Effective Date") by and among LANDRY'S TRADEMARK, INC., a Delaware corporation, with its principal office at 1510 West Loop South, Houston, Texas 77027 ("Assignor") and JOE'S CRAB SHACK-HOLDINGS, INC., a Delaware corporation, with its principal office at c/o J.H. Whitney Capital Partners, LLC, 130 Main Street, New Canaan, Connecticut 06840 ("Assignee").

WHEREAS, Assignor's parent and affiliate and Assignee are parties to that certain Stock Purchase Agreement dated October 9, 2006 (the "Agreement"), pursuant to which Assignor's parent and affiliates have agreed to assign certain trademarks to Assignee;

WHEREAS, in connection with the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations and applications for trademark registration set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

WHEREAS, Assignee is a successor to Assignor's affiliate's, LSRI HOLDINGS, INC., business that used the Marks, and such business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, and any renewals and extensions of the registrations, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable states or foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks, free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance requested

by Assignee as is reasonably necessary (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

[Signature Page to Follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

JOE'S CRAB SHACK HOLDINGS, INC.

LANDRY'S TRADEMARK, INC.



Name: _____

Name: Steven L. Scheinberg

Title: _____

Title: president

[Signature Page: Trademark Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

JOE'S CRAB SHACK HOLDINGS, INC.

LANDRY'S TRADEMARK, INC.

Breck Lyden

Name: _____

Name: _____

Title: _____

Title: _____

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>
Crabiolis	2618763
Crabiolis	2575603
Eat Crabs, Have Fun!	2419307
Free Crabs Tomorrow	2125102
Free Crabs Tomorrow and Design	2148694
Joe Junior and the Crab Club	3023367
Joe's Crab Shack	1972218
Joe's Crab Shack An Embarrassment to Any Neighborhood	1917042
Joe's Crab Shack and Design	5154717
Joe's Crab Shack and Design (Pirate)	1955196
Joe's Crab Shack and Design (Pirate)	1980521
Joe's Crab Shack No Vacancy and Design	2075735
Joe's Platter Daze!	2589677
Joe's Seafood Shack	2757177
Killer Crab Platter	2576725
Lobster Crazy	2757358
Miscellaneous (Arrow)	3069795
Peace, Love & Crabs!	2099152
Peace, Love & Crabs! and Design	2101214

<u>Trademark</u>	<u>Registration No.</u>
Platter Daze!	2629093
Seafood with an Attitude	2183259
Shrimp Crazy!	2631650
Shrimpsertise	2518484
Crab Crazy!	2752283

U.S. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application Serial No.</u>
Summer of Lobster!	78/901538