

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement (Second Lien)

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Joe's Crab Shack Holdings, Inc.		11/17/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wachovia Bank, National Association
<b>Street Address:</b>	201 South College Street
<b>Internal Address:</b>	8th Floor
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28202
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 24**

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:	3023367	JOE JUNIOR AND THE CRAB CLUB
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

OP \$615.00 2618763

Registration Number:	2576725	KILLER CRAB PLATTER
Registration Number:	2757358	LOBSTER CRAZY
Registration Number:	3069795	
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!
Serial Number:	78901538	SUMMER OF LOBSTER!

**CORRESPONDENCE DATA**

Fax Number: (704)353-3698  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 704 331 5792  
Email: dmillard@kennedycovington.com  
Correspondent Name: Karl S. Sawyer, Jr.  
Address Line 1: 214 N. Tryon St., Hearst Tower, 47th Fl.  
Address Line 2: Kennedy Covington Lobdell & Hickman, LLP  
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	13567.152 JOE'SCRAB SHACK
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.
Signature:	/Karl S. Sawyer, Jr./
Date:	02/02/2007

**Total Attachments: 7**

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**TRADEMARK SECURITY AGREEMENT  
(SECOND LIEN)**

Trademark Security Agreement (this "Agreement") dated as of November 17, 2006 by and between JOE'S CRAB SHACK HOLDINGS, INC., a Delaware corporation (the "Grantor"), having its chief executive office at 1510 West Loop South, Houston, Texas 77027 and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 201 South College Street, 8<sup>th</sup> Floor, Charlotte, North Carolina 28288-0680, for the ratable benefit of the Secured Parties.

This Agreement is executed pursuant to the terms of (a) the Second Lien Credit Agreement dated as of November 17, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among JCS Holdings, LLC, a Delaware limited liability company, as Parent, Joe's Crab Shack Holdings, Inc., a Delaware corporation, and JCS Merger Sub, Inc., a Delaware corporation, as Borrower, the Lenders who are or may become party thereto and the Administrative Agent and (b) the Second Lien Collateral Agreement dated as of November 17, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") executed by the Credit Parties in favor of the Administrative Agent, for the ratable benefit of the Secured Parties. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Collateral Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed under Applicable Law a verified statement of use), including, without limitation, each Trademark listed on Schedule A;
- (ii) each Trademark License, including, without limitation, each Trademark License listed on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or under any Trademark licensed under any Trademark License including, without limitation, any Trademark License listed on Schedule B, (b) injury to the goodwill associated with any Trademark or (c) breach or enforcement of any Trademark License; and
- (iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral

Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[Signature page follows]

17th IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day of November, 2006.

JOE'S CRAB SHACK HOLDINGS, INC., as Grantor

By: [Signature]  
Name: RICHARD E. ERVIN  
Title: President

ACKNOWLEDGMENT

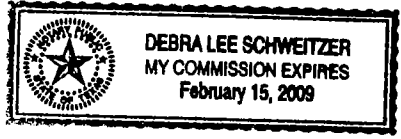
STATE OF TEXAS  
COUNTY OF HARRIS

I, Debra Lee Schweitzer, a Notary Public for said County and State, do hereby certify that Richard E. Ervin personally appeared before me this day and stated that he is President of Joe's Crab Shack Holdings, Inc. and acknowledged, on behalf of Joe's Crab Shack Holdings, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 17th day of November, 2006.

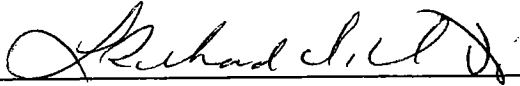
[Signature]  
Notary Public

My commission expires:  
2-15-09



Agreed and Accepted as of the 17<sup>th</sup> day of  
November, 2006.

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By: 

Name: **L. Richard DiDonato**

Title: **Managing Director**

Schedule A to Trademark Security Agreement

TRADEMARKS

<u>Owner</u>	<u>Trademarks</u>	<u>Reg. or Serial No.</u>
Joe's Crab Shack Holdings, Inc.	Crabiolis	2,618,763
Joe's Crab Shack Holdings, Inc.	Crabiolis	2,575,603
Joe's Crab Shack Holdings, Inc.	Eat Crabs, Have Fun!	2,419,307
Joe's Crab Shack Holdings, Inc.	Free Crabs Tomorrow	2,125,102
Joe's Crab Shack Holdings, Inc.	Free Crabs Tomorrow and Design	2,148,694
Joe's Crab Shack Holdings, Inc.	Joe Junior and the Crab Club	3,023,367
Joe's Crab Shack Holdings, Inc.	Joe's Crab Shack	1,972,218
Joe's Crab Shack Holdings, Inc.	Joe's Crab Shack An Embarrassment to Any Neighborhood	1,917,042
Joe's Crab Shack Holdings, Inc.	Joe's Crab Shack and Design	5,154,717
Joe's Crab Shack Holdings, Inc.	Joe's Crab Shack and Design (Pirate)	1,955,196
Joe's Crab Shack Holdings, Inc.	Joe's Crab Shack and Design (Pirate)	1,980,521
Joe's Crab Shack Holdings, Inc.	Joe's Crab Shack No Vacancy and Design	2,075,735
Joe's Crab Shack Holdings, Inc.	Joe's Platter Daze!	2,589,677
Joe's Crab Shack Holdings, Inc.	Joe's Seafood Shack	2,757,177
Joe's Crab Shack Holdings, Inc.	Killer Crab Platter	2,576,725
Joe's Crab Shack Holdings, Inc.	Lobster Crazy	2,757,358
Joe's Crab Shack Holdings, Inc.	Miscellaneous (Arrow)	3,069,795
Joe's Crab Shack Holdings, Inc.	Peace, Love & Crabs!	2,099,152
Joe's Crab Shack Holdings, Inc.	Peace, Love & Crabs! and Design	2,101,214
Joe's Crab Shack Holdings, Inc.	Platter Daze!	2,629,093
Joe's Crab Shack Holdings, Inc.	Seafood with an Attitude	2,183,259
Joe's Crab Shack Holdings, Inc.	Shrimp Crazy!	2,631,650
Joe's Crab Shack Holdings, Inc.	Shrimpsertise	2,518,484

Joe's Crab Shack Holdings, Inc.	Crab Crazy!	2,752,283
Joe's Crab Shack Holdings, Inc.	Summer of Lobster!	Appl. No. 78/901,538



Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

Intellectual Property License Agreement between Grantor and Landry's Restaurants, Inc. dated as of November 17, 2006.