

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.		03/13/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	K & F Restaurant Management, LLC		
Street Address:	422 Pinewold Drive		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3211758	ROLL YOUR OWN	
CORRESPONDENCE DATA			
Fax Number:	(225)291-4606		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	225-291-4600		
Email:	rap@SPiLaw.com		
Correspondent Name:	R. Andrew Patty II		
Address Line 1:	4703 Bluebonnet Boulevard		
Address Line 4:	Baton Rouge, LOUISIANA 70809		
ATTORNEY DOCKET NUMBER:	T-0854-OPP		
NAME OF SUBMITTER:	R. AndrewPatty II		
Signature:	/R. AndrewPatty II/		
Date:	04/11/2007		

CH \$40.00 3211758

Total Attachments: 2

source=Executed Trademark Assignment(28172)#page1.tif

source=Executed Trademark Assignment(28172)#page2.tif

TRADEMARK ASSIGNMENT

THIS AGREEMENT is between K & F Restaurant Management, LLC, a Texas limited liability company, having a business address of 422 Pinewold Drive, Houston, Texas 77056 (hereafter "K&F"), and Landry's Trademark, Inc., a Delaware corporation, having a business address of 1510 West Loop South, Houston, Texas 77027 (hereafter "Landry's"). This Agreement is effective as of the date of the last signature by the parties to this Agreement ("Effective Date").

WHEREAS, Landry's and K&F have entered into a Settlement Agreement (the "Settlement Agreement"), concerning the trademark ROLL YOUR OWN for restaurant services (hereinafter "the Mark") and Trademark Opposition No. 91/161,870 before the United States Patent and Trademark Office; and

WHEREAS, pursuant to the Settlement Agreement, Landry's has agreed to transfer any and all of its right, title and interest in the mark, ROLL YOUR OWN, for restaurant services, including U.S. Registration No. 3,211,758 for the mark ROLL YOUR OWN, to K&F, subject to the conditions set forth herein;

NOW, THEREFORE, for the good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Landry's does hereby assign, transfer and convey to K&F all its rights, title and interest in and to the Mark, inclusive of the goodwill of the business symbolized by the Mark, and any and all trademark registrations and applications for the Mark.

2. Cooperation. Landry's agrees, without further consideration, to execute, acknowledge and deliver such further documents as may be required to properly and fully effect and perfect the transfer of the Mark to K&F, to establish full custody of the Mark in K&F, to set forth and establish the chain of title to the Mark, and to set forth and establish the first use of the Mark. For example, without limitation, Landry's agrees to execute assignments to K&F regarding the Mark as may be required in proceedings throughout the world.

4. Reversionary Right. In the event that K&F and its Affiliates and Permitted Assigns all cease doing business in the food services industry or cease use of the Mark for a period of twelve (12) months, Landry's shall have the option, at its sole discretion, to notify K&F that it is exercising its option of reversion hereunder. For purposes of this Agreement, "Affiliates" of a party shall mean a licensee or sub-licensee of that party or another who is either an insider of that party or which is under common control vis-a-vis that party, where common control exists if there is common ownership having sufficient stockholder or director voting power to direct the management of both. For purposes of this Agreement, "Permitted Assigns" shall mean a successor in interest to substantially all of the business of a party, either by assignment or by operation of law. Upon the expiration of thirty (30) days following the date of such notice, the rights conveyed herein shall immediately revert back to Landry's.

5. Notice. Any notice or other communication required, contemplated or permitted under the terms of this Agreement must be given in writing by overnight courier such as DHL, Federal Express or Express Mail. Notice shall be deemed effective on the date sent. All notices or formal communications pursuant to this Agreement shall be sent to the parties as follows:

To Licensor: K&F Restaurant Management, LLC
Attn: A. Gary Kovacs
422 Pinewold Drive
Houston, Texas 77056

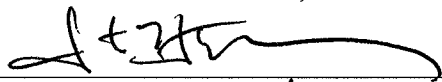
To Licensee: Landry's Trademark, Inc. With a copy to: William D. Raman
1510 West Loop South Wong Cabello, LLP
Houston, Texas 77027 P.O. Box 685108
Austin, Texas 78768

or to such other address as directed by one party to the other by notice delivered in accordance with this section.

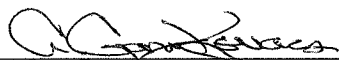
6. Governing Law. EXCEPT TO THE EXTENT GOVERNED BY THE LANHAM ACT (15 U.S.C. §§ 1051 ET SEQ.), THIS AGREEMENT SHALL BE INTERPRETED AND CONSTRUED PURSUANT TO THE LAW OF THE STATE OF TEXAS WITHOUT REGARD TO ITS CONFLICT OF LAWS AND ANY LAWSUIT FILED IN CONNECTION WITH THIS AGREEMENT BY EITHER PARTY AGAINST THE OTHER SHALL BE IN A COURT LOCATED IN THE STATE OF TEXAS.

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their properly authorized signatories effective as of the date indicated above.

LANDRY'S TRADEMARK, INC.

By: 
Print: Steven L. Scheinman
Title: Pres
Date: 2-27-07

K&F RESTAURANT MANAGEMENT, LLC

By: 
Print: A GARY KOVACS
Title: MANAGER/MEMBER
Date: MARCH 13, 2007