

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, N.A.		04/10/2007	National Association:
RECEIVING PARTY DATA			
Name:	Landry's Trademark, Inc.		
Street Address:	1510 West Loop South		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77027		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3211758	ROLL YOUR OWN	
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:	Sherri L. Eastley and William D. Raman		
Address Line 1:	P.O. Box 685108		
Address Line 4:	Austin, TEXAS 78768		
ATTORNEY DOCKET NUMBER:	334-0247		
NAME OF SUBMITTER:	Sherri L. Eastley		
Signature:	/Sherri L. Eastley/		
Date:	04/16/2007		

CH \$40.00 3211758

Total Attachments: 5

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PARTIAL COLLATERAL RELEASE
(this "Release")

Dated as of April 10, 2007

Reference is hereby made to (i) the Credit Agreement dated as of December 28, 2004 (as amended, amended and restated, supplemented or otherwise modified through the date hereof, the "Credit Agreement") among Landry's Restaurants, Inc., a Delaware corporation (the "Company"), the Lender parties thereto, Wachovia Bank, National Association ("Wachovia"), as Collateral Agent and as Administrative Agent for the Lender Parties, Bank of America, N.A. and Deutsche Bank Securities Inc., as syndication agents, the Bank of Nova Scotia and Branch Banking and Trust Company, as documentation agents, and Wachovia Capital Markets LLC, Banc of America Securities LLC and Deutsche Bank Securities Inc., as joint bookrunners and joint lead arrangers, (ii) the Security Agreement dated as of December 28, 2004 (as amended, amended and restated, supplemented or otherwise modified through the date hereof, the "Security Agreement") among the Company and the additional Grantors (as defined in the Security Agreement) named therein to Wachovia, as Collateral Agent for the Secured Parties (as defined in the Security Agreement), and (iii) the Intellectual Property Security Agreement dated December 28, 2004 (as amended, amended and restated, supplemented or otherwise modified through the date hereof, the "IP Security Agreement") by Grantors (as defined in the IP Security Agreement) named therein in favor of Wachovia, as Collateral Agent for the Secured Parties (as defined in the IP Security Agreement).

Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to such terms in the Credit Agreement.

WHEREAS, the Company desires to transfer any and all of its rights, title and interest in the trademark "ROLL YOUR OWN" for restaurant services (the "Mark"), including U.S. Registration No. 3,211,758 for the mark "ROLL YOUR OWN" to K&F Restaurant Management, LLC ("K & F"), a Texas limited liability company, pursuant to the terms of the Trademark Assignment (the "Assignment Agreement"), effective on or about February 27, 2007, between K & F and Landry's Trademark, Inc.;

WHEREAS, the dispositions contemplated by the Assignment Agreement (and the other transaction documents related thereto) are in compliance with the Loan Documents;

WHEREAS, the Mark to be disposed of by the Company pursuant to the Assignment Agreement constitutes Collateral;

WHEREAS, pursuant to Section 27 of the Security Agreement, subject to certain conditions which have been satisfied, the Administrative Agent is required to execute and deliver this Release to the Company;

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. Wachovia, on behalf of itself as Administrative Agent and Collateral Agent and on behalf of the Secured Parties, hereby releases all liens, security interests, mortgages, pledges, encumbrances, charges and any other similar interests of any kind, nature, or description, arising under the Loan Documents (collectively "Encumbrances") that Wachovia, on behalf of itself as Administrative Agent and Collateral Agent and on behalf of the Secured Parties, has in the Mark, including U.S. Registration No. 3,211,758 for the mark "ROLL YOUR OWN" (the "Released Collateral"). Wachovia, on behalf of itself as Administrative Agent and Collateral Agent and on behalf of the Secured Parties, hereby acknowledges and agrees that immediately upon its execution of this Release, all such Encumbrances shall be released and terminated and neither Wachovia, in its capacity as Administrative Agent or Collateral Agent, nor any Secured Party shall have any further rights therein.

2. Wachovia, on behalf of itself as Administrative Agent and Collateral Agent and on behalf of the Secured Parties, shall, at the expense and reasonable request of the Company, execute and deliver to the Company (or such Person as the Company may designate) any and all termination, satisfaction and other release documents as may be necessary or desirable to effectuate and evidence the foregoing release of Collateral, including, without limitation, mortgage satisfactions, IP satisfactions/releases and UCC amendments/terminations.

4. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

5. This Release may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Release by telecopier shall be effective as delivery of a manually executed counterpart of this Release.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Release to be executed by their respective officers thereunto duly authorized, as of the date first above written.

WACHOVIA BANK, NATIONAL
ASSOCIATION, as Administrative Agent and
Collateral Agent

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

LANDRY'S RESTAURANTS, INC.

By:  _____

Name:

Title:

April __, 2007

In support of the request to release the trademark "ROLL YOUR OWN" pursuant to the terms of the Trademark Assignment (the "Assignment Agreement"), effective on or about February 27, 2007, between K&F Restaurant Management, LLC ("K&F") and Landry's Trademark, Inc., Landry's Restaurants, Inc. (the "Company") confirms the following:

1. There have been provided to the Collateral Agent (as defined in the Security Agreement dated as of December 28, 2004 (the "Security Agreement") among the Company and the grantors named therein to the collateral agent for the secured parties) (the "Collateral Agent") a form of release for execution by the Collateral Agent and a certificate of the Company to the effect that the transactions contemplated by the Assignment Agreement are in compliance with the Loan Documents (as defined in the Security Agreement);
2. The Assignment Agreement sets out the terms of the disposition of the Released Collateral (as defined in the Partial Collateral Release, dated as of April __, 2007 between the Company and K&F) (the "Released Collateral") in reasonable detail.
3. The Company has heretofore advised the Collateral Agent, in reasonable detail, of the expenses in connection with the disposition of the Released Collateral.

This Notice is executed and delivered as of the date first written above.

LANDRY'S RESTAURANTS, INC.

By: 

Name:

Title: