

USPTO 8/13/2009 12:34:00 PM PAGE 4/015 Fax Server
 TO: MARC H. TRACHTENBERG COMPANY: 35 WEST WACKER DR.

TRADEMARK ASSIGNMENT

Electronic Version v1.1 08/12/2009
 Stylesheet Version v1.1 900140818

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ignite Restaurant Group, Inc.	FORMERLY Joe's Crab Shack Holdings, Inc.	11/17/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wechovia Bank, National Association		
Street Address:	1525 West W.T. Harris Boulevard		
Internal Address:	NC0680		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	National Banking Association: <i>United States</i>		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2981272	JOE'S SEAFOOD HOUSE	
Registration Number:	3339167	FAR AWAY FROM EVERYDAY	
CORRESPONDENCE DATA			
Fax Number:	(312)558-5700		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-558-7964		
Email:	mtrachtenberg@winston.com		
Correspondent Name:	Marc H. Trachtenberg		
Address Line 1:	35 West Wacker Dr.		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	Chicago, ILLINOIS 60601		
NAME OF SUBMITTER:	Marc H. Trachtenberg		
Signature:	/Marc Trachtenberg/		

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TO: MARC H. TRACHTENBERG COMPANY: 35 WEST WACKER DR.

Date:

08/12/2009

Total Attachments: 10

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Execution Version

**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, 8th Floor, Charlotte, North Carolina 28238-0680, 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

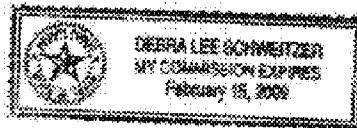
I, Debra Lee Schwetzer, a Notary Public for said County and State, do hereby certify that Richard E. Ervin personally appeared before me this day and stated that he is President of Joe's Crab Shack Holdings, Inc. and acknowledged, on behalf of Joe's Crab Shack Holdings, Inc. the due execution of the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

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

[Signature]
Notary Public

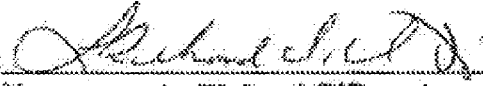
My commission expires:

2-15-09



Agreed and Accepted as of the 17th day of
November, 2006.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: L. Richard DiDonato
Title: Managing Director

(Second Lien Trademark Security Agreement)

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.	Crabiodis	2,618,763
Joe's Crab Shack Holdings, Inc.	Crabiodis	2,579,603
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	3,101,214
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!	2,752,263
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.

FIRST AMENDMENT
TO TRADEMARK SECURITY AGREEMENT
(SECOND LIEN)

Reference is made to that certain Trademark Security Agreement (Second Lien), dated as of November 17, 2006 (the "Trademark Filing"), by and between JOE'S CRAB SHACK HOLDINGS, INC. (now known as Ignite Restaurant Group, Inc.), a Delaware corporation (the "Grantor"), having its chief executive office at 9900 Westpark Dr., Suite 300, Houston, TX 77063 and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 1525 West W.T. Harris Boulevard, NC0680, Charlotte, NC 28262, which was recorded by the United States Patent and Trademark Office February 2, 2007 under Reel/Frame No. 3474/0429.

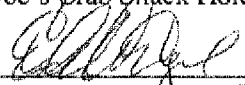
The Grantor and the Administrative Agent hereby amend the Trademark Filing to add the marks identified below to Schedule A to Trademark Security Agreement.

Owner	Trademark	App., Reg. or Serial No.
Ignite Restaurant Group, Inc.	JOE'S SEAFOOD HOUSE	2,981,272
Ignite Restaurant Group, Inc.	FAR AWAY FROM EVERYDAY	3,339,167

[Signature Page Follows]

GRANTOR:

IGNITE RESTAURANT GROUP, INC.
(f/k/a Joe's Crab Shack Holdings, Inc.)

By: 
Name: Edward Lee Engel
Title: vice president

ADMINISTRATIVE AGENT:

Agreed and accepted:

WACHOVIA BANK, NATIONAL
ASSOCIATION,

By: _____
Name: _____
Title: _____

GRANTOR:


IGNITE RESTAURANT GROUP, INC.
(f/k/a Joe's Crab Shack Holdings, Inc.)

By: _____
Name: _____
Title: _____

ADMINISTRATIVE AGENT:

Agreed and accepted:

WACHOVIA BANK, NATIONAL
ASSOCIATION,

By: 
Name: Anthony D. Braxton
Title: Director

[First Amendment to Trademark Security Agreement (Second Lien)]