

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
Angelo & Maxie's, LLC		05/09/2011	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Landry's Seafood House - North Carolina, Inc.		
Street Address:	1510 West Loop South		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77027		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2091489	ANGELO AND MAXIE'S	
CORRESPONDENCE DATA			
Fax Number:	5124767644		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(512) 476-7900		
Email:	trademarks@fleckman.com		
Correspondent Name:	WILLIAM D RAMAN		
Address Line 1:	PO BOX 685108		
Address Line 4:	AUSTIN, TEXAS 78768-5108		
ATTORNEY DOCKET NUMBER:	7334001.343		
NAME OF SUBMITTER:	William D. Raman		
Signature:	/William D. Raman/		

Date:

07/11/2013

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment"), is entered into as of May 11, 2011 (the "Effective Date"), by and between Angelo & Maxie's, LLC, a New York limited liability company, with an address at 233 Park Avenue South, New York, NY 10003 (the "Assignor") and Landry's Seafood House- North Carolina, Inc., a North Carolina corporation, having an address at 1510 West Loop South, Houston, Texas 77027 (the "Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of May 9, 2011 (the "Agreement"), pursuant to which Assignor has agreed, among other things, to assign to Assignee all Intellectual Property (as defined in the Agreement) of Assignor; and

WHEREAS, Assignee wishes to acquire, and Assignor wishes to assign to Assignee, all of Assignor's right, title and interest in and to the Intellectual Property.

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

1. Subject to the terms and conditions of the Agreement and this Assignment, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, its successors and assigns all right, title and interest in and to all of the Intellectual Property of Assignor, including the Intellectual Property set forth on Schedule A attached hereto, throughout the world and all trademarks, and copyrights, if any, that are or may be granted thereon or embodied therein, and any and all applications, registrations, renewals and extensions of any of the Intellectual Property, together with the goodwill associated with and/or symbolized by the Intellectual Property and all common law rights in and to the Intellectual Property and the right to obtain future registrations thereof, and all rights, claims and privileges pertaining to the Intellectual Property, including, without limitation, all proceeds thereof and all causes of action, claims and demands and other rights for, or arising from the Intellectual Property, including, without limitation, the right to prosecute and maintain registrations and applications for the Intellectual Property and the right to sue and recover damages for past, present and future infringement of the Intellectual Property in the United States and in any country or countries foreign to the United States.

2. Assignor agrees to and shall, without further consideration, execute and deliver, at the request of Assignee from time to time, all papers, instruments and assignments, and perform any other reasonable acts Assignee may require from time to time to effect fully this Assignment and vest in Assignee all of Assignor's right, title and interest in and to the Intellectual Property, including, without limitation, all documents necessary to record in the name of Assignee the assignment of the Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office (as applicable) and, with respect to any foreign rights included in or that may be applicable to the Intellectual Property, with any other applicable foreign or international office or registrar.

3. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

4. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. To the extent any provision herein is inconsistent with the Agreement, the provisions of this Assignment shall control.

6. By their signatures below, the parties hereto represent that they have full right, power and authority to enter into and perform under this agreement.

[Signature page on next page]

IN WITNESS THEREOF, the parties hereto are duly authorized to and do hereby execute this Assignment as of the Effective Date.

ANGELO & MAXIE'S, LLC

LANDRY'S SEAFOOD HOUSE- NORTH
CAROLINA, INC

By:

Name: Reed Goldstein

Title: Managing Member

By:

Name: Steven L. Scheinthal

Title: Executive Vice President & General
Counsel

Notarize:

Sworn to before me
11th Day of May, 2011

Notarize:

[Signature]
JONATHAN S. PASTERNAK
NOTARY PUBLIC, State of New York
No. 4967781
Qualified in Westchester County
Commission Expires June 4, 2014

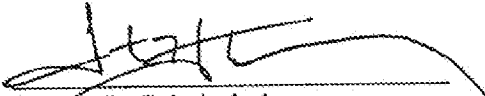
IN WITNESS THEREOF, the parties hereto are duly authorized to and do hereby execute this Assignment as of the Effective Date.

ANGELO & MAXIE'S, LLC

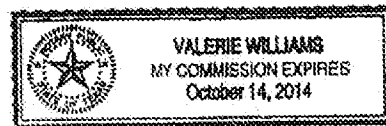
LANDRY'S SEAFOOD HOUSE- NORTH
CAROLINA, INC

By: _____
Name: Reed Goldstein
Title: Managing Member

Notarize:

By: 
Name: Steven L. Scheinthal
Title: Vice President

Notarize: 



Schedule A

"Angelo and Maxie's" - Service Mark - Reg. No. 2091489
"Angelo and Maxie's Steakhouse" and Design - Service Mark - Reg. No. 2337728
"Generation 2 Steakhouse" - Service Mark - Reg. No. 2471598
"Never 2 Hip" - Service Mark - Reg. No. 2469700
"Get in the Mood" - Service Mark - Reg. No. 256744~~8~~⁹

Domain Name:
www.angelo-maxies.com