

02-09-1999



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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he attached original documents or copy thereof.

To the Honorable Commissione

100960789

1. Name of conveying party(ies):
Rusty Pelican Restaurants, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State California
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Landry's Seafood Restaurants, Inc.
Internal Address: Suite 1010
Street Address: 1400 Post Oak Boulevard
City: Houston State: Texas ZIP: 77056

Individual(s) citizenship _____
 Association _____
 General Partnership _____ 01-13-1999
 Limited Partnership _____ U.S. Patent & TMO/c/TM Mail Rcpt Dt. #4
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: 1-13-99

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: May 8, 1998

4. Application number(s) or registration number(s):
A.

B. Trademark registration Nos. 1,063,572 and 1,104,976

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Kevin L. Smith, Esq., Winstead Sechrest & Minick P.C.
Internal Address:
Street Address: 1201 Elm Street, 5400 Renaissance Tower
City: Dallas State: Texas ZIP: 75270-2199

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kevin L. Smith
Name of Person Signing

Kevin L. Smith
Signature

January 13, 1999
Date

Total number of pages comprising cover sheet: 3

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ASSIGNMENT OF TRADEMARKS

WHEREAS, Rusty Pelican Restaurants, Inc., a California corporation ("Rusty"), having an office and principal place of business at 940 Calle Negocio, Suite 250, San Clemente, California 92673 is the owner of the following trademarks and applications therefor in the United States Patent and Trademark Office:

<u>Mark</u>	<u>Registration No.</u>	<u>Goods or Services</u>
The Rusty Duck Restaurant Est. 1873 Re-Est. 1975	1104976	Restaurant Services (Class 42)
The Dock	1063572	Restaurant Services (Class 42)

WHEREAS, Rusty wishes to assign to Landry's Seafood Restaurants, Inc., a Delaware corporation ("Landry's") and its successors and assigns, having an office and principal place of business at 1400 Oak Post Boulevard, Suite 1010, Houston, Texas 77056 the entire right, title and interest in and to such trademarks and applications, any registrations obtained thereon and all rights of renewal thereof, together with the goodwill of the business associated with and symbolized by such trademark;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Rusty has sold, assigned and set over and does hereby sell, assign and set over unto Landry's its successors and assigns, the entire right, title and interest in and to such trademarks and applications, any registrations obtained thereon, and all rights of renewal thereof together with the goodwill of the business associated with and symbolized by such trademark, and together with the right to sue for past infringement and to collect all damages and profits for past infringements for its own use and benefits.

RUSTY PELICAN RESTAURANTS, INC., a
California corporation

By: DL E B
Its: Via President, Fidan
Date: May 8, 1998

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 8th day of May, 1998, by DANIEL E. BYLUND as VICE PRES - FINANCE of Rusty Pelican Restaurants, Inc., a California corporation.

My commission expires: 4/22/00

[SEAL]

Peggy M Shaddix
Notary Public

