

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Joe's Crab Shack Holdings, Inc.		02/14/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wachovia Bank, National Association		
Street Address:	201 South College Street		
Internal Address:	8th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28288-0680		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2782406	JOE'S SHRIMP HOUSE	
Registration Number:	2778239	JOE'S SHRIMP SHACK	
Registration Number:	2981272	JOE'S SEAFOOD HOUSE	
CORRESPONDENCE DATA			
Fax Number:	(704)353-3698		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704 331 5792		
Email:	dmillard@kennedycovington.com		
Correspondent Name:	Karl S. Sawyer, Jr.		
Address Line 1:	214 N Tryon St., Hearst Tower 47th Floor		
Address Line 2:	Kennedy Covington Lobdell & Hickman, LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	13567.152 WACHOVIA BANK		
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.		

OP \$90.00 2782406

Signature:

/Karl S. Sawyer, Jr./

Date:

02/28/2007

Total Attachments: 7

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**TRADEMARK SECURITY AGREEMENT
(SECOND LIEN)**

Trademark Security Agreement (this "Agreement") dated as of February 14, 2007 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 28288-0680, 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]

14 IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day of February, 2007.

JOE'S CRAB SHACK HOLDINGS, INC., as
Grantor

By: Christopher B. Templeton
Name: Christopher B. Templeton
Title: VP

[Signature Pages Continue]

ACKNOWLEDGMENT

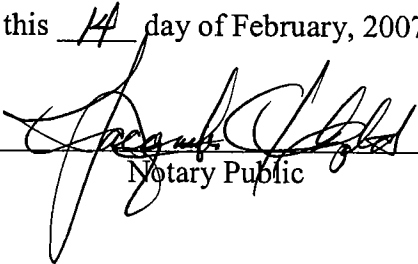
STATE OF TEXAS

COUNTY OF HARRIS

I, Jacqueline Elizalde, a Notary Public for said County and State, do hereby certify that Christopher B. Templeton personally appeared before me this day and stated that (s)he is Vice 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 14 day of February, 2007.





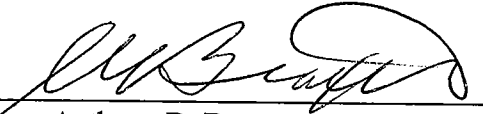
Notary Public

My commission expires:

6/23/07

Agreed and Accepted as of the 14th day of
February, 2007.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 

Name: Anthony D. Braxton

Title: Director

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.	JOE'S SHRIMP HOUSE	2,782,406
Joe's Crab Shack Holdings, Inc.	JOE'S SHRIMP SHACK	2,778,239
Joe's Crab Shack Holdings, Inc.	JOE'S SEAFOOD HOUSE	2,981,272

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.