

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
McCormick & Schmick Restaurant Corp.		01/03/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas, as Collateral Agent		
Street Address:	60 Wall Street, 27th Floor		
Internal Address:	MSNYC60-2710		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2806038	JAKE'S	
Registration Number:	1610827	JAKE'S	
Registration Number:	1306235	JAKE'S	
Registration Number:	1328806	JAKE'S	
Registration Number:	1536934	MCCORMICK'S	
Registration Number:	1520274	MCCORMICK & SCHMICK'S	
Registration Number:	2038613	MCCORMICK & SCHMICK'S HARBORSIDE	
Registration Number:	2272893	M & S GRILL	
CORRESPONDENCE DATA			
Fax Number:	(202)842-7899		
Phone:	202 842 7800		
Email:	charpentier@cooley.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

CH \$215.00 2806038

*via US Mail.*

Correspondent Name: Charles Charpentier  
Address Line 1: 777 6th St., N.W. Suite 1100  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20001

ATTORNEY DOCKET NUMBER:	101960-118
NAME OF SUBMITTER:	Susan G. Mobley
Signature:	/Susan G. Mobley/
Date:	01/04/2012

**Total Attachments: 8**  
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "*Trademark Security Agreement*") is made this 3<sup>rd</sup> day of January, 2012, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "*Grantors*" and each individually "*Grantor*"), and Deutsche Bank Trust Company Americas, in its capacity as collateral agent for the Noteholder Secured Parties (as defined in the Security Agreement (as defined below)) (in such capacity, together with its successors and permitted assigns in such capacity, the "*Agent*").

### WITNESSETH:

WHEREAS, pursuant to that certain Indenture, dated as of November 30, 2009, as supplemented by the First Supplemental Indenture dated as of April 22, 2010 and effective as of November 30, 2009, the Second Supplemental Indenture dated as of July 13, 2010, the Third Supplemental Indenture dated as of December 14, 2010, the Fourth Supplemental Indenture dated as of December 20, 2010 and the Fifth Supplemental Indenture dated as of the date hereof (collectively, and as further amended, restated, supplemented, renewed, extended or otherwise modified from time to time, the "*Indenture*"), among Landry's, Inc., a Delaware corporation ("*Landry's*"), the Guarantors (as defined in the Indenture), Wilmington Trust, National Association, as successor trustee to Deutsche Bank Trust Company Americas, and Agent, Landry's shall issue Notes (as defined in the Indenture) pursuant to the terms and conditions thereof;

WHEREAS, Grantors have executed and delivered to Agent, for the benefit of the Noteholder Secured Parties, that certain Security Agreement, dated as of November 30, 2009, as supplemented by that certain Supplement No. 1 to Security Agreement dated July 13, 2010, Supplement No. 2 to Security Agreement dated as of December 20, 2010, and Supplement No. 3 to Security Agreement dated as of the date herof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"), in order to induce the extension of credit by the Noteholder Secured Parties to Landry's pursuant to the terms and conditions of the Indenture and the other Indenture Documents (as defined in the Indenture); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Noteholder Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Indenture.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Noteholder Secured Parties, a continuing first priority (subject to Permitted Liens) security interest (referred to in this Trademark Security Agreement as the "*Security Interest*") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter created, acquired or arising (collectively, the "*Trademark Collateral*"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses (to the extent such Trademark Intellectual Property Licenses do not constitute Excluded Assets) to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License (to the extent such Trademark Intellectual Property Licenses do not constitute Excluded Assets); and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark Collateral or (ii) injury to the goodwill associated with any Trademark Collateral.

3. **SECURITY FOR OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent and the Noteholder Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency or Liquidation Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Noteholder Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration in accordance with the Indenture Documents. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending *Schedule I* to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend *Schedule I* shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on *Schedule I*.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Indenture Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom

such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. **CONSTRUCTION.** This Trademark Security Agreement is an Indenture Document. Unless the context of this Trademark Security Agreement or any other Indenture Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Indenture Document refer to this Trademark Security Agreement or such other Indenture Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Indenture Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Indenture Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, joinders, and supplements set forth herein). The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein or in any other Indenture Document to the satisfaction or repayment in full of the Secured Obligations or the Obligations shall mean the repayment in full in cash or immediately available funds of all monetary Obligations other than unasserted contingent indemnification Obligations that, at such time, are not required by the provisions of the Indenture to be repaid. Any reference herein to any Person shall be construed to include such Person’s successors and permitted assigns. Any requirement of a writing contained herein or in any other Indenture Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. **GOVERNING LAW.**

(a) THE VALIDITY OF THIS AGREEMENT AND THE OTHER INDENTURE DOCUMENTS (EXCEPT AS EXPRESSLY PROVIDED IN **SECTION 8(b)** AND UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER INDENTURE DOCUMENT IN RESPECT OF SUCH OTHER INDENTURE DOCUMENT), THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF AND THEREOF, AND THE RIGHTS OF THE PARTIES HERETO AND THERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(b) THE VALIDITY OF **SECTION 2** OF THIS AGREEMENT, SOLELY WITH RESPECT TO THE GRANT OF A CONTINUING SECURITY INTEREST IN PERMITS OR LICENSES THAT ARE SUBJECT TO REGULATION BY OR CONSENT OF ANY GOVERNMENTAL AUTHORITY (INCLUDING LIQUOR LICENSES AND FRANCHISES), THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT THEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE.

9. **INTERCREDITOR AGREEMENT OVERRIDE.**

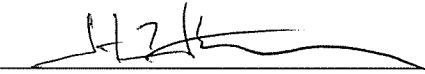
NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE AGENT, FOR THE BENEFIT OF THE NOTEHOLDER SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE OTHER INDENTURE DOCUMENTS AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT/OR AND THE NOTEHOLDER SECURED PARTIES HEREUNDER OR THEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THE PROVISIONS OF THIS AGREEMENT OR THE OTHER INDENTURE DOCUMENTS REGARDING THE LIEN AND SECURITY INTEREST GRANTED HEREUNDER, OR THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT AND/OR THE NOTEHOLDER SECURED PARTIES WITH RESPECT TO THE COLLATERAL, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

*[Remainder of Page Intentionally Left Blank;  
Signature page follows.]*

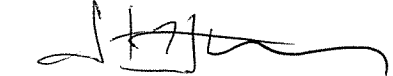
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**NEW GRANTOR:**

MCCORMICK & SCHMICK RESTAURANT CORP., A  
DELAWARE CORPORATION

By:   
Name:  
Title:

MCCORMICK & SCHMICK ACQUISITION RESTAURANT  
CORP., A DELAWARE CORPORATION

By:   
Name:  
Title:

AGENT:

DEUTSCHE BANK TRUST COMPANY AMERICAS, a  
New York banking corporation

By: Deutsche Bank National Trust Company

By: *Wanda Camacho*  
Name: Wanda Camacho  
Title: Vice President

By: *Annie Jagalspandan*  
Name: Annie Jagalspandan  
Title: Vice President



SCHEDULE I  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>
McCormick & Schmick Restaurant Corp.	US	<b>Jake's</b>	2,806,038 U.S. Patent and Trademark Office
McCormick & Schmick Acquisition Corp.	US	<b>Jake's</b>	1,610,827 U.S. Patent and Trademark Office
McCormick & Schmick Restaurant Corp.	US	<b>Jake's</b>	1,306,235 U.S. Patent and Trademark Office
McCormick & Schmick Restaurant Corp.	US	<b>Jake's</b>	1,328,806 U.S. Patent and Trademark Office
McCormick & Schmick Restaurant Corp.	US	<b>McCormick's</b>	1,536,934 U.S. Patent and Trademark Office
McCormick & Schmick Restaurant Corp.	US	<b>McCormick &amp; Schmick's</b>	1,520,274 U.S. Patent and Trademark Office
McCormick & Schmick Restaurant Corp.	US	<b>McCormick &amp; Schmick's Harborside</b>	2,038,613 U.S. Patent and Trademark Office
McCormick & Schmick Restaurant Corp.	US	<b>M&amp;S Grill</b>	2,272,893 U.S. Patent and Trademark Office

Domain Names:

<b><u>Domain Name</u></b>	<b><u>Expiration Date</u></b>
cateringbymands.com	8/17/2014
firstinseafoodhealth.com	9/18/2012
harborsidelakeunion.co	8/19/2014
harborsidelakeunion.com	8/19/2016
harborsidelakeunion.net	8/19/2016
harborsideseattle.com	2/1/2016
heathmancatering.com	5/9/2013
heathmanrestaurantandbar.com	7/21/2014
jakescatering.com	7/29/2014
jakesfamous.com	5/16/2016
jakesfamouscrawfish.com	5/16/2016
jakesgrill.com	2/25/2012
mandscatering.com	8/24/2014
mandsgrill.com	5/16/2016

[Schedule I to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004691 FRAME: 0279**

mandsharborside.com	9/19/2014
mandsseafood.com	9/30/2013
mandsseafoodmarket.com	11/6/2013
mcandschmicks.com	11/9/2013
mcandschmicks.net	11/9/2013
mccormickandkuletos.com	1/20/2015
mccormickandschmick.com	8/27/2014
mccormickandschmicks.biz	7/1/2014
mccormickandschmicks.com	5/28/2016
mccormickandschmicks.info	7/1/2014
mccormickandschmicks.me	7/1/2014
mccormickandschmicks.net	7/1/2014
mccormickandschmicks.org	7/1/2014
mccormickandschmicks.pro	7/1/2012
mccormickandschmicks.tel	7/1/2014
mccormickandschmicks.tv	7/1/2014
mccormickandschmicks.us	7/1/2014
mccormickandschmicks.us.com	7/1/2014
mccormickandschmicksseafoodrestaurants.com	2/4/2014
mccormickandschmicksseafoodrestaurantsucks.com	2/4/2014
mccormickandschmicksseafoodsucks.com	2/4/2014
mccormickandschmicksucks.com	2/4/2014
mccormicksfishhouse.com	7/15/2016
mccormicksseafood.com	9/30/2013
msg.com	7/19/2016
msgot.com	5/3/2012
mssr.co	11/13/2013
mssr.us	11/13/2015
mssrnet.com	3/1/2012
mssrpreferredguest.com	4/4/2015
nwfreshseafood.com	9/30/2013
restaurant-k.com	6/15/2012
restaurantkbyalisonswope.com	6/22/2012
seafoodhealth.com	9/18/2012
shopmccormickandschmicks.com	11/3/2013
spengers.com	3/12/2014
spengersfishgrotto.com	3/12/2014
spengersfreshfish.com	4/15/2014
theboathouserestaurants.com	2/5/2012
theheathmanrestaurant.com	6/20/2014
williamdouglassteakhouse.com	1/22/2013

[Schedule I to Trademark Security Agreement]