

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
Claim Jumper Restaurants, LLC		12/06/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Claim Jumper Acquisition Company LLC		
Street Address:	1510 W. Loop South		
Internal Address:	c/o Landry's Restaurants, Inc.		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77027		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2956559	PROSPECTOR NEWS	
Registration Number:	2774955	CLAIM JUMPER	
Registration Number:	1405341	CLAIM JUMPER	
CORRESPONDENCE DATA			
Fax Number:	(213)629-5063		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213-892-4653		
Email:	bharris@milbank.com		
Correspondent Name:	Benjamin Harris c/o Milbank Tweed		
Address Line 1:	601 S. Figueroa St.		
Address Line 2:	30th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	40493-00200		

CH \$90.00 2956559

900178152

**TRADEMARK
 REEL: 004427 FRAME: 0665**

NAME OF SUBMITTER:	Benjamin Harris
Signature:	/Benjamin Harris/
Date:	12/07/2010
Total Attachments: 6 source=Trademark Assignment Agreement#page1.tif source=Trademark Assignment Agreement#page2.tif source=Trademark Assignment Agreement#page3.tif source=Trademark Assignment Agreement#page4.tif source=Trademark Assignment Agreement#page5.tif source=Trademark Assignment Agreement#page6.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), effective the 6th day of December, 2010, is made and entered into by and between Claim Jumper Restaurants, LLC, a Delaware limited liability company (the "Assignor"), and Claim Jumper Acquisition Company LLC, a Nevada limited liability company (the "Assignee"). Assignor and Assignee are each referred to herein as a "Party," and collectively, the "Parties".

WHEREAS, Assignor, Claim Jumper Management, LLC, a Delaware limited liability company ("CJM" together with Assignor, "Sellers"), Landry's Holdings, Inc., a Delaware corporation ("LHI"), and Landry's Restaurants, Inc., a Delaware corporation (together with LHI, collectively, "Buying Parties") are parties to a certain Asset Purchase Agreement, dated as of October 28, 2010, as amended by a first amendment thereto, dated as of December 6, 2010 (collectively, the "APA");

WHEREAS, pursuant to the APA, Buying Parties have elected to (i) cause Sellers to transfer the Transferred Assets, including the Trademarks, to newly formed direct and indirect subsidiaries of Assignor, including Assignee (the "New CJ Entities"); and (ii) assign their rights under the APA to Fertitta Entertainment, LLC, a Nevada limited liability company ("Fertitta Entertainment"), an Affiliate of the Buying Parties;

WHEREAS, upon closing of the transactions contemplated by the APA (the "Transaction") Fertitta Entertainment will acquire all of the equity interests in Assignee and the other New CJ Entities from Assignor;

WHEREAS, Assignor is the record owner of all rights, title and interest in and to certain intellectual property rights held in connection with "Claim Jumper" branded restaurants, including, without limitation, all trademarks, trade names, certification marks, service marks, logos, trade dress, copyrights, know-how, and other source indicators used in connection with the "Claim Jumper" name, including, without limitation, all such property listed on Schedule A hereto, and all applications, registrations, and renewals in connection therewith, together with the goodwill of any business symbolized thereby and associated therewith (collectively, the "Trademarks"); and

WHEREAS, in accordance with the terms of the Transaction, Assignor will assign all of its rights in and to Assignor's Trademarks to Assignee.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment to Assignee. Assignor hereby assigns to Assignee:
 - (a) all of Assignor's right, title and interest in, and good will associated with, the Trademarks, including all rights therein provided by international conventions and treaties, and the

right to sue for past, present and future infringement thereof, to the extent that Claim Jumper Restaurants, LLC is the record owner thereof (the "Transferred Rights");

- (b) any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Transferred Rights occurring prior to the Closing, including the right to receive all proceeds and damages therefrom;
- (c) any and all rights to royalties, profits, compensation, license fees or other payments or remuneration of any kind relating to the Transferred Rights arising from and after the date of this Assignment; and
- (d) any and all rights to obtain renewals, reissues, and extensions of registrations or other legal protections pertaining to the Transferred Rights.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Transferred Rights, and all renewals, reissues and extensions thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Further Assurances. Assignor shall, at the cost and expense of the Assignee, timely execute and deliver any additional documents and perform such additional acts reasonably necessary to record and perfect the interest of Assignee in and to the Trademarks, and shall not enter into any agreement in conflict with this Assignment.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to rules governing the conflict of laws.

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

5. Defined Terms. All initially capitalized terms used but not defined herein have the meaning given to them in the APA.

{Signature Page Follows}

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

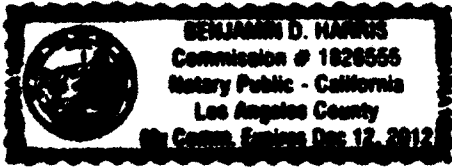
State of California

County of Los Angeles }

On December 6, 2010 before me, Benjamin D. Harris, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared William Taves
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

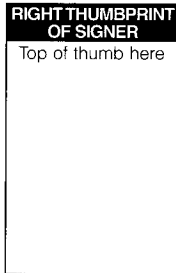
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

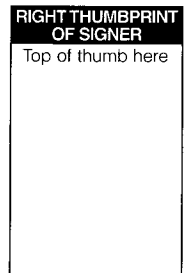
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

SCHEDULE A

TRADEMARKS

Trademark/Service Mark	Reg. No/Serial No.	Reg./Renewal Date	Jurisdiction
PROSPECTOR NEWS	2,956,559/76538090	May 31, 2005	United States
CLAIM JUMPER	2,774,955/76440096	Oct. 21, 2003	United States
CLAIM JUMPER	1,405,341/73565967	Aug. 12, 1986	United States
PROSPECTOR	031814	Sept. 4, 2003	Washington
CLAIM JUMPER RESTAURANT	22852	Apr. 10, 1985	California
CLAIM JUMPER	15296	Dec. 8, 1982	California