

01-06-1999

SHEET U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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483-375.00
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Tab settings

To the Honorable Comr

1. Name of conveying party

100872514

1-6-99
Ninfa's Holdings, L.P.

attached original documents or copy thereof.

Address of receiving party(ies):

Name: Ninfa's Holdings, L.P.

Internal Address:

Street Address:

2727 Canal Street

City: Houston

State: TX

ZIP: 77003

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

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

3. Nature of conveyance:

MRD 1-6-98

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 24, 1998

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership Texas
- Corporation-State
- 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

4. Application number(s) or registration number(s): See Attached

A. Trademark Application No.(s)

75/490,357

B. Trademark registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Philip T. Golden

Internal Address:

Locke Liddell & Sapp LLP

3400 Chase Tower

Street Address:

600 Travis Street

City: Houston

State: TX

ZIP: 77002

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 315.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 12-1322

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

315E
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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.

Philip T. Golden

Name of Person Signing

Signature

1/5/1999

Date

Total number of pages: 9

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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40.00 OP
275.00 OP
120.00 OP

NINFA'S TRADEMARK APPLICATIONS AND REGISTRATIONS

A. Trademark Application No.(s)

75/490,357

75/489,610

75/490,356

75/489,609

75/490,373

75/490,354

75/490,358

75/489,643

B. Trademark Registration No.(s)

1,163,144

1,163,145

1,204,068

1,233,794



The State of Texas

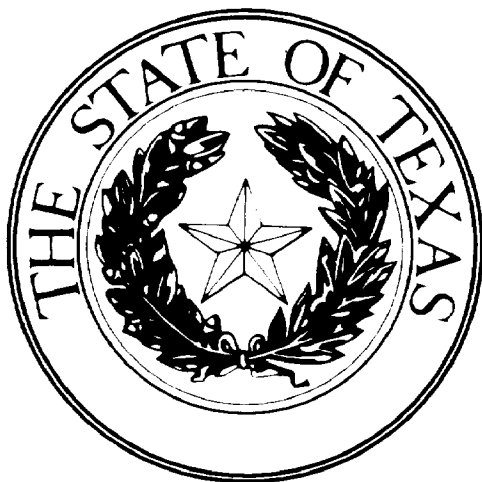
SECRETARY OF STATE

IT IS HEREBY CERTIFIED that the attached is/are true and correct copies of the following described document(s) on file in this office:

NINFA'S HOLDINGS, L.P.
FILE NO. 109754-10

ARTICLES OF MERGER

JUNE 24, 1998



IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in the City of Austin, on December 30, 1998.

f. R. Gonzales

DLM

Alberto R. Gonzales
Secretary of State

TRADEMARK
REEL: 1787 FRAME: 0060

CERTIFICATE OF MERGER

OF

NINFA'S HOLDINGS, L.P.

INTO

NINFA'S II, L.P.

FILED
in the Office of the
Secretary of State of Texas
JUN 24 1998
Corporations Section

Pursuant to the provisions of Section 2.11(d) of the Texas Revised Limited Partnership Act, the undersigned domestic and foreign limited partnerships adopt the following Certificate of Merger for the purpose of merging Ninfa's Holdings, L.P., a Delaware limited partnership, into Ninfa's II, L.P., a Texas limited partnership.

1. The names of the undersigned liability partnerships and the states under the laws of which they are respectively organized are:

<u>Name of Limited Partnership</u>	<u>State</u>
Ninfa's II, L.P.	Texas
Ninfa's Holdings, L.P.	Delaware

2. The Plan and Agreement of Merger is attached hereto as Exhibit A (the "Plan").

3. The name of the surviving limited partnership shall be "Ninfa's Holdings, L.P." a Texas limited partnership, and the Certificate of Limited Partnership shall be amended to reflect such name change.

4. The approval and performance of the Plan by Ninfa's II, L.P. was duly authorized by all action required by the laws of the State of Texas and its constituent documents.

5. The approval and performance of the Plan by Ninfa's Holdings, L.P. was duly authorized by all action required by the laws of the State of Delaware and its constituent documents.

6. The Merger contemplated hereby is to become effective immediately upon filing of these Certificate of Merger.

7. An executed copy of the Plan is on file at the principal place of business of the surviving limited partnership, 2727 Canal Street, Houston, Texas 77003.

8. Each limited partnership that is a party hereto has complied with the provisions of its partnership agreement regarding furnishing partners copies or summaries of the Plan or notices regarding the merger.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the 16th day of June, 1998.

NINFA'S HOLDINGS, L.P., a Delaware limited partnership

By: Ninfa's Holdings Management, L.L.C., a Texas limited liability company and successor in merger to Ninfa's Holdings Management, L.L.C., a Delaware limited liability company, General Partner

By: 
Jimmy Moreno
Manager

NINFA'S II, L.P., a Texas limited partnership

By: Ninfa's Holdings Management, L.L.C., a Texas limited liability company formerly known as Ninfa's Management, L.L.C., General Partner

By: 
Jimmy Moreno
Manager

EXHIBIT A

Plan and Agreement of Merger

H1995A:248166-1
9945:0069



TRADEMARK
REEL: 1787 FRAME: 0063

PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger ("Agreement") dated effective as of the 16th day of June, 1998 is entered into by and between Ninfa's Holdings, L.P., a Delaware limited partnership ("Delaware LP"), and Ninfa's II, L.P., a Texas limited partnership ("Texas LP"). Delaware LP and Texas LP are collectively referred to as the "Partnerships".

WHEREAS, Delaware LP is a limited partnership organized and existing under and by virtue of the laws of the State of Delaware;

WHEREAS, Texas LP is a limited partnership organized and existing under and by virtue of the laws of the State of Texas;

WHEREAS, Delaware LP and Texas LP have identical partners who own identical partnership interests in each Partnership;

WHEREAS, in order to eliminate the duplication of administrative expenses, to reduce unnecessary labor costs and to facilitate the Partnerships' businesses, the respective partners of the Partnerships deem it advisable and in the best interests of the Partnerships that Delaware LP merge into Texas LP (the "Merger") pursuant to the terms of this Agreement, and that Texas LP be the surviving limited partnership of such Merger; and

NOW, THEREFORE, for and in consideration of the premises and the mutual agreements and covenants contained herein, the receipt and sufficiency of which the Partnerships hereby acknowledge, the Partnerships hereby agree that Delaware LP shall be merged into Texas LP (hereinafter sometimes referred to as the "Surviving LP") and that the terms and conditions of the Merger shall be as follows:

Section 1. Surviving Limited Partnership; Registered Office. Subject to the provisions of this Agreement, at the Effective Time (as defined below), the Partnerships shall be merged into a single limited partnership as follows: (i) Delaware LP shall merge into and with Texas LP, which shall be the Surviving LP and which shall exist by virtue of and be governed by the laws of the State of Texas, (ii) the address of Texas LP's principal office in the State of Texas shall be unchanged from its address prior to the Merger and (iii) the Surviving LP shall be named "Ninfa's Holdings, L.P."

Section 2. Effective Time. The Merger shall be effective, and the "Effective Time" of the Merger shall be immediately upon filing the Articles of Merger with the Texas Secretary of State.

Section 3. Effect of Merger.

(a) At the Effective Time, the separate existences of Texas LP and Delaware LP shall be merged into and continued in the Surviving LP, and the Surviving LP shall be deemed to be the same

LP as Texas LP and Delaware LP. All rights, franchises and interests of Texas LP and Delaware LP, respectively, in and to any type of property, contract and chose in action shall be transferred to and vested in the Surviving LP by virtue of the Merger without any deed or other transfer. The Surviving LP, without the intervention of any court or otherwise, shall hold and enjoy all rights of property, franchises and interests, in the same manner and to the same extent as such rights, franchises and interests were held or enjoyed by Texas LP and Delaware LP, respectively, immediately prior to the Effective Time.

(b) At the Effective Time, the Surviving LP shall be liable for all debts, liabilities and obligations of Texas LP and Delaware LP. All debts, liabilities and obligations of Texas LP and Delaware LP shall be those of the Surviving LP as if the Surviving LP had itself incurred the debts, liabilities and obligations, and shall not be released or impaired by the Merger. All rights of creditors and other obligees and all liens on the property of either Texas LP or Delaware LP shall be preserved unimpaired by the Merger.

(c) No limited partner of either the Texas LP or the Delaware LP will, as a result of the Merger, become personally liable for the liabilities or obligations of the Surviving LP or any other person or entity unless such limited partner consents to becoming personally liable by action taken in connection with this Agreement.

Section 4. Conversion of Partnership Interests At the Effective Time, the partnership interests of Delaware LP shall be cancelled without consideration and without further action on the part of the owners thereof or the Surviving LP. At the Effective Time, all partnership interests of Texas LP issued and outstanding prior to the Merger shall be deemed to be all of the partnership interests of the Surviving LP.

Section 5. Certificate of Limited Partnership, Limited Partnership Agreement, and Officers of the Surviving LP.

(a) The Certificate of Limited Partnership of Texas LP as in effect immediately prior to the Effective Time shall be the Certificate of Limited Partnership of the Surviving LP after the Effective Time.

(b) The Limited Partnership Agreement of Texas LP in effect immediately prior to the Effective Time shall be the Limited Partnership Agreement of the Surviving LP after the Effective Time.

(c) The general partner and officers of Texas LP immediately prior to the Effective Time shall be the general partner and officers of the Surviving LP after the Effective Time.

Section 6. Partner Approval. The obligations of the Partnerships under this Agreement are subject to the approval and adoption of this Agreement and the Merger by the holders of not less than the percentage of the outstanding partnership interests of each such Partnership as required by the laws of the state of formation of such Partnership and the partnership agreement of such

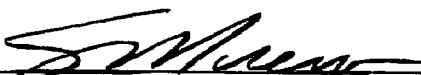
Partnership. The partnership agreement of each such Partnership contains provisions that authorize the Merger as provided for in this Agreement.

Section 7. Miscellaneous. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the day and year first written above.

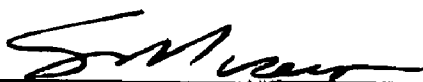
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By: 
Jimmy Moreno
Manager

NINFA'S II, L.P., a Texas limited partnership

By: Ninfa's Holdings Management, L.L.C., a Texas limited liability company and successor in merger to Ninfa's Management, L.L.C., a Texas limited liability company, General Partner

By: 
Jimmy Moreno
Manager

