

TRADEMARKS ONLY

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

1. Name of conveying party:

Fertitta Holdings, LLC
1400 Post Oak Blvd., Suite 1010
Houston, Texas 77056

Individual(s) Association
General Partnership Limited Partnership
Corporation-State: Delaware
X Other Limited Liability Company - Texas
Additional name(s) of conveying party(ies) attached? Yes X No

3. Nature of conveyance:

Assignment X Merger
Security Agreement Change of Name
Other

Effective Date: 03/02/1996

2. Name and address of receiving party:

Name: Fertitta Hospitality, LLC

Internal Address:

Street Address: 1510 West Loop S

City: Houston State: Texas Zip: 77027-9505

individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State:
X Other Limited Liability Company - Texas

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 X No

4. Application number(s) or registration number(s): Registration No. 1,404,464

A. Trademark Application No.(s):
B. Trademark Registration No.(s):

Additional numbers attached? Yes X No

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

Name: William D. Raman, Esq.

Internal Address: Wong Cabello, L.L.P.

Street Address: P.O. Box 685108

City: Austin State: Texas Zip: 78768-5108

Fax: 512-473-2555

Email: wctrademarkaustin@counselip.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 C.F.R. 3.41) \$ 40.00
\$40 for 1st...\$25 each additional

Enclosed
X Authorized to be charged to deposit account

8. Deposit account number: 501922/346-0003US
(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.

Sherri L. Eastley
Name of Person Signing

Sherri L. Eastley
Signature

May 20, 2004
Date

Total number of pages including cover sheet, attachments and documents: 10

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

BOX ASSIGNMENT

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

CERTIFICATE OF FACSIMILE
37 C.F.R. 1.8

I hereby certify that this correspondence is being transmitted via facsimile to facsimile number (703) 306-5995 for the Assignment Services Division, Commissioner of Patents and Trademarks, Washington, D.C. 20231, on the date below:

May 20, 2004
Date

Sherri L. Eastley
Signature

GH \$40.00 501922 1404464



The State of Texas

Secretary of State

MAR. 7, 1996

DAVID M. WASHBURN--WINSTEAD SECHRST
910 TRAVIS ST., STE. 1700
HOUSTON TX 77002-5895

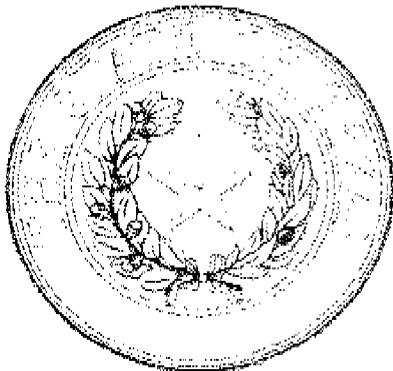
RE:
FERTIITA HOSPITALITY, LLC
FILING NUMBER 07018588-22

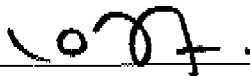
IT HAS BEEN OUR PLEASURE TO APPROVE AND PLACE ON RECORD YOUR ARTICLES OF MERGER. THE APPROPRIATE EVIDENCE IS ATTACHED FOR YOUR FILES; THE ORIGINAL HAS BEEN FILED IN THIS OFFICE. PAYMENT OF THE FILING FEE IS ACKNOWLEDGED BY THIS LETTER.

IF THE PLAN OF MERGER PROVIDES FOR INCORPORATION OR ORGANIZATION OF ANY ENTITY OTHER THAN A TEXAS BUSINESS CORPORATION, YOU SHOULD FILE THE ORGANIZATIONAL DOCUMENTS FOR THAT ENTITY WITH THE APPROPRIATE GOVERNMENTAL OFFICE.

IF WE CAN BE OF FURTHER SERVICE AT ANY TIME, PLEASE LET US KNOW.

VERY TRULY YOURS,




Antonio O. Garza, Jr., Secretary of State

TRADEMARK
REEL: 002859 FRAME: 0679



The State of Texas

SECRETARY OF STATE CERTIFICATE OF MERGER

FERTITTA HOSPITALITY, LLC
formerly FERTITTA HOLDINGS, LLC

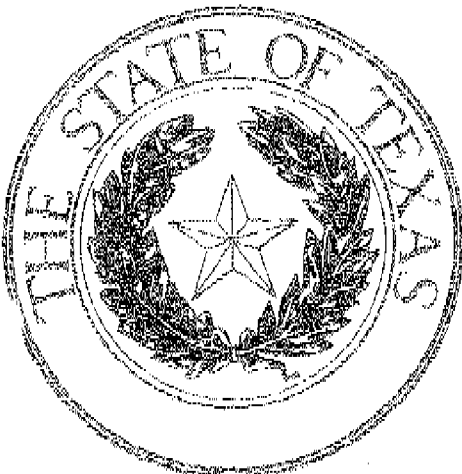
The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Merger of


FERTITTA HOSPITALITY, INC. (a Texas corporation)
with
FERTITTA HOLDINGS, LLC (a Texas limited liability company)
which changed its name to
FERTITTA HOSPITALITY, LLC

have been received in this office and are found to conform to law. ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Merger.

Dated March 7, 1996.

Effective March 7, 1996 :




Antonio O. Garza, Jr.
Secretary of State

TRADEMARK

REEL: 002859 FRAME: 0680

**ARTICLES OF MERGER
OF A DOMESTIC CORPORATION
INTO A DOMESTIC LIMITED LIABILITY COMPANY**

FILED
In the Office of the
Secretary of State of Texas
MAR 07 1996
Corporations Section

Pursuant to the provisions of Article 5.04 of the Texas Business Corporation Act and Article 10.03 of the Texas Limited Liability Company Act, the undersigned corporation and limited liability company adopt the following Articles of Merger for the purpose of merging the corporation into the limited liability company.

ARTICLE I.

Attached hereto as Exhibit "A" is a copy of the plan of merger. Such plan has been, as to each party to such plan, authorized by all action required by the laws under which it was formed or organized or by its constituent documents.

ARTICLE II.


As to the undersigned corporation, the number of shares outstanding is 1,000. Such corporation has only one class of stock outstanding, designated as common stock.

ARTICLE III.

As to the undersigned corporation, all of the outstanding shares were voted for such plan.

DATED: March 2, 1996.

FERTITTA HOSPITALITY, INC.,
a Texas corporation

By: 
Tilman F. Fertitta, President

FERTITTA HOLDINGS, LLC

By: 
Tilman F. Fertitta, Member

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EXHIBIT "A"

**PLAN AND AGREEMENT OF MERGER OF
FERTITTA HOSPITALITY, INC.
WITH AND INTO
FERTITTA HOLDINGS, LLC**

FERTITTA HOSPITALITY, INC., a Texas corporation (the "Corporation"), and FERTITTA HOLDINGS, LLC, a Texas limited liability company (the "LLC"), hereby agree as follows:

ARTICLE I.

Plan of Merger

1.1. **Plan.** A plan of merger of the Corporation and the LLC, pursuant to the provisions of Article 5.01 the Texas Business Corporation Act, Articles 10.01 and 10.02 of the Texas Limited Liability Company Act, and a plan of reorganization and liquidation pursuant to the applicable provisions of the Internal Revenue Code of 1986, as amended, is hereby adopted as follows:

- (1) The Corporation shall be merged with and into the LLC to exist as a limited liability company pursuant to and to be governed by the laws of the State of Texas.
- (2) The surviving entity shall be the LLC.
- (3) When this Agreement shall become effective, the separate existence of the Corporation shall cease and the LLC shall succeed, without other transfer, to all of the rights and property of the Corporation and shall be subject to all of the debts and liabilities of the Corporation in the same manner as if the LLC had itself incurred them. All rights of creditors and all liens upon the property of the Corporation and the LLC shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the merger.
- (4) The LLC will carry on business with the assets of the Corporation as well as the prior assets of the LLC.
- (5) The shareholders of the Corporation will surrender all of their shares in the manner hereinafter set forth.
- (6) The members of the LLC will retain their existing membership interests in the LLC.

1.2. **Effective Date.** The effective date of the merger, hereinafter referred to as the "Effective Date," shall be the date when a certificate of merger is issued by the Secretary of State of the state of Texas.

ARTICLE II.

Covenants, Actions, and Obligations Prior to Effective Date

2.1. Submission to Shareholders and Members. This Agreement shall be submitted for approval to the shareholders of the Corporation in the manner provided by the Texas Business Corporation Act, and to the members of the LLC in accordance with the Texas Limited Liability Company Act.

2.2. Conditions Precedent to Obligations of the Corporation. Except as may be expressly waived in writing by the Corporation, all of the obligations of the Corporation are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions:

- (1) The LLC shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.
- (2) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

2.3. Conditions Precedent to Obligations of the LLC. Except as may be waived in writing by the LLC, all of the obligations of the LLC are subject to fulfillment prior to or at the Effective Date, of each of the following conditions:

- (1) The Corporation shall have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.
- (2) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

ARTICLE III.

Manner and Basis of Converting Shares

3.1. Manner. On the Effective Date, the shareholders of the Corporation shall surrender their shares to the LLC promptly after this Agreement shall become effective.

3.2. Member Interests in the LLC. As the existing members of the LLC also are all of the shareholders of the Corporation, and such members hold their membership interests in the LLC in proportion to their holdings of the presently outstanding shares of the stock of the Corporation, no new membership interests in the LLC shall be issued in exchange for the shares

of stock of the Corporation being surrendered, and the present members of the LLC shall continue to hold their present membership interests in the LLC following the merger.

ARTICLE IV.

Articles of Organization and Regulations

4.1. Articles. On the Effective Date, Article I of the Articles of Organization of the LLC shall be amended to read as follows: "The name of the limited liability company is FERTITTA HOSPITALITY, LLC (the "Company")." Except as amended pursuant to the preceding sentence, the existing Articles of Organization of the LLC shall continue in full force and effect as the Articles of Organization of the LLC following the merger until amended or repealed as provided therein or as provided by law.

4.2. Regulations. The Regulations of the LLC as existing on the Effective Date of the merger shall continue in full force and effect as the Regulations of the LLC following the merger until amended or repealed as provided therein or as provided by law.

ARTICLE V.

Expenses

5.1. Burden of Expenses. The LLC shall bear all expenses of the LLC and the Corporation in connection with this Agreement and the transactions contemplated hereby.

ARTICLE VI.

Termination

6.1. Circumstances. This Agreement may be terminated and the merger herein provided for may be abandoned at any time prior to the Effective Date of the merger by mutual consent of the parties hereto. Upon such termination, the proposed merger shall be abandoned and, except for payment of its costs and expenses incident to this Agreement, there shall be no liability on the part of either party as a result of such termination and abandonment.

ARTICLE VII.

Interpretation and Enforcement

7.1. Further Assurances. The Corporation hereby agrees that from time to time, as and when requested by the LLC or by its successors or assigns, it will execute and deliver or cause to be executed and delivered, all such deeds and other instruments, and will take or cause to be taken such further or other actions, as the LLC may deem necessary or desirable in order to vest or perfect in, or conform of record or otherwise assure, the LLC title to and possession of all of

the property, rights, privileges, powers and franchises referred to in Article I hereof, and otherwise to carry out the intent and purposes of this Agreement.

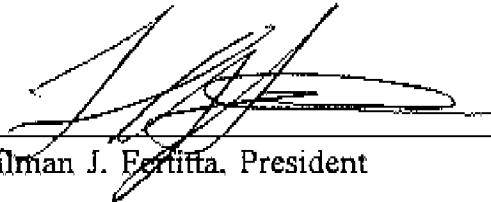
7.2. Entire Agreement; Counterparts. This instrument and the exhibits attached hereto contain the entire agreement between the parties with respect to the transaction contemplated hereby. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts together constitute only one and the same instrument.

7.3. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed under the laws of the state of Texas, the state in which this Agreement is being executed.

EXECUTED on this 2nd day of March, 1996.

"Corporation"

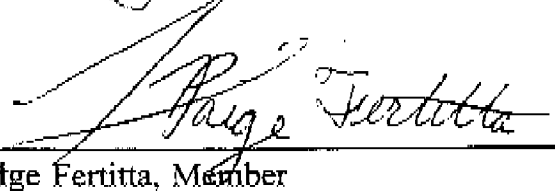
FERTITTA HOSPITALITY, INC.

By: 
Tilman J. Fertitta, President

"LLC"

FERTITTA HOLDINGS, LLC

By: 
Tilman J. Fertitta, Member

By: 
Paige Fertitta, Member

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**ARTICLES OF MERGER
OF A DOMESTIC CORPORATION
INTO A DOMESTIC LIMITED LIABILITY COMPANY**

Pursuant to the provisions of Article 5.04 of the Texas Business Corporation Act and Article 10.03 of the Texas Limited Liability Company Act, the undersigned corporation and limited liability company adopt the following Articles of Merger for the purpose of merging the corporation into the limited liability company.

ARTICLE I.

Attached hereto as Exhibit "A" is a copy of the plan of merger. Such plan has been approved by the Board of Directors and shareholders of the undersigned corporation in the manner prescribed by the Texas Business Corporation Act. Such plan has also been authorized by the members of the undersigned limited liability company by all action required by the Texas Limited Liability Company Act and its Articles of Organization and Regulations.

ARTICLE II.

As to the undersigned corporation, the number of shares outstanding is 1,000. Such corporation has only one class of stock outstanding, designated as common stock.

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DATED: March 2, 1996.

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a Texas corporation

By: 
Tilman J. Fertitta, President

FERTITTA HOLDINGS, LLC

By: 
Tilman J. Fertitta, Member

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By: 
Tilman J. Fertitta, President

FERTITTA HOLDINGS, LLC

By: 
Tilman J. Fertitta, Member

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RECORDED: 05/20/2004

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