

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |                            |
|----------------------------------|--|-----------------------|----------------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                       |                            |
| <b>NATURE OF CONVEYANCE:</b>     | CHANGE OF NAME   |                       |                            |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                            |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>         |
| Ninfa's II, L.P.                 |  | 06/19/1998            | LIMITED PARTNERSHIP: TEXAS |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                            |
| <b>Name:</b>                     | Ninfa's Holdings, L.P.   |                       |                            |
| <b>Street Address:</b>           | 2727 Canal Street  |                       |                            |
| <b>City:</b>                     | Houston  |                       |                            |
| <b>State/Country:</b>            | TEXAS  |                       |                            |
| <b>Postal Code:</b>              | 77003  |                       |                            |
| <b>Entity Type:</b>              | LIMITED PARTNERSHIP: TEXAS   |                       |                            |
| <b>PROPERTY NUMBERS Total: 1</b> |  |                       |                            |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                            |
| Registration Number:             | 2229055  | MAMA NINFA'S          |                            |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                            |
| <b>Fax Number:</b>               | (713)223-3717  |                       |                            |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                            |
| <b>Phone:</b>                    | 713-226-1361   |                       |                            |
| <b>Email:</b>                    | jbarton@lockeliddell.com   |                       |                            |
| <b>Correspondent Name:</b>       | D. Brit Nelson   |                       |                            |
| <b>Address Line 1:</b>           | 600 Travis Street  |                       |                            |
| <b>Address Line 2:</b>           | Suite 3400   |                       |                            |
| <b>Address Line 4:</b>           | Houston, TEXAS 77002   |                       |                            |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 009945-00069   |                       |                            |
| <b>NAME OF SUBMITTER:</b>        | D. Brit Nelson   |                       |                            |
| <b>Signature:</b>                | /D. Brit Nelson/   |                       |                            |

CH \$40.00 2229055

Date:

09/18/2006

**Total Attachments: 6**

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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

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## 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.


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

By:   
Jimmy Moreno  
Manager

1-1-2006 10:00 AM