

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340613

| | | | |
|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ENTITY CONVERSION | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Modern, Inc. | | 05/16/2001 | CORPORATION: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | Modern, Ltd. | | |
| Street Address: | 1655 Louisiana | | |
| City: | Beaumont | | |
| State/Country: | TEXAS | | |
| Postal Code: | 77701 | | |
| Entity Type: | LIMITED PARTNERSHIP: TEXAS | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1927076 | | |
| Registration Number: | 1590487 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2148558200 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 2148558000 | | |
| Email: | chris.andersen@nortonrosefulbright.com | | |
| Correspondent Name: | Linda M. Merritt | | |
| Address Line 1: | 2200 Ross Avenue, Suite 3600 | | |
| Address Line 2: | Norton Rose Fulbright US LLP | | |
| Address Line 4: | Dallas, TEXAS 75201-7932 | | |
| ATTORNEY DOCKET NUMBER: | 9805046 / 50 | | |
| NAME OF SUBMITTER: | Chris Andersen | | |
| SIGNATURE: | /chris andersen/ | | |
| DATE SIGNED: | 05/07/2015 | | |
| Total Attachments: 15 | | | |
| source=Modern, Ltd. - Art of Conversion#page1.tif | | | |
| source=Modern, Ltd. - Art of Conversion#page2.tif | | | |
| source=Modern, Ltd. - Art of Conversion#page3.tif | | | |

OP \$65.00 1927076

source=Modern, Ltd. - Art of Conversion#page4.tif
source=Modern, Ltd. - Art of Conversion#page5.tif
source=Modern, Ltd. - Art of Conversion#page6.tif
source=Modern, Ltd. - Art of Conversion#page7.tif
source=Modern, Ltd. - Art of Conversion#page8.tif
source=Modern, Ltd. - Art of Conversion#page9.tif
source=Modern, Ltd. - Art of Conversion#page10.tif
source=Modern, Ltd. - Art of Conversion#page11.tif
source=Modern, Ltd. - Art of Conversion#page12.tif
source=Modern, Ltd. - Art of Conversion#page13.tif
source=Modern, Ltd. - Art of Conversion#page14.tif
source=Modern, Ltd. - Art of Conversion#page15.tif

ARTICLES OF CONVERSION
OF
MODERN, INC.,
A TEXAS GENERAL BUSINESS CORPORATION,
INTO MODERN, LTD.,
A TEXAS LIMITED PARTNERSHIP,
AS THE SURVIVING ENTITY

FILED
In the Office of the
Secretary of State of Texas

MAY 16 2001

Corporations Section

Pursuant to the provisions of applicable law, the undersigned adopt the following Articles of Conversion for the purpose of converting Modern, Inc., a Texas general business corporation ("Corp." or the "Converting Entity"), with and into Modern, Ltd., a Texas limited partnership ("Ltd" or the "Converted Entity").

1.

The name, state of formation and organization form of the converting entity is Modern, Inc., a Texas general business corporation.

2.

The name, state of organization and organizational form of the converted entity is Modern, Ltd., a Texas limited partnership.

3.

A Plan and Agreement of Conversion has been duly approved, and such approval was duly authorized by all actions of the shareholders and directors of Corp. and of the partners of Ltd. required by the laws of the State of Texas and the constituent documents of each Entity. A copy of the Plan and Agreement of Conversion is attached hereto.

RECORDED
15055

4.

An executed counterpart of the Plan and Agreement of Conversion is on file at the principal place of business of Corp. as the converting entity, which is 1655 Louisiana, Beaumont, Texas 77702, and an executed counterpart of the Plan and Agreement of Conversion will be on file from and after the conversion at the principal place of business of Ltd. as the converted entity which is 1655 Louisiana, Beaumont, Texas 77702.

5.

A copy of the Plan and Agreement of Conversion will be furnished by Corp. (prior to the conversion) or by Ltd. (after the conversion) on written request, without cost, to any shareholder or director of Corp. or partner of Ltd.

6.

Corp. has 5,000 shares of common stock outstanding. The Plan and Agreement of Conversion was unanimously approved by the shareholders of Corp.

7.

The converted entity will be liable for the payment of all fees and franchise taxes of the converting entity required by law.

8.

Attached hereto are two copies of the Certificate of Limited Partnership of Ltd.

-2-

DATED this 14th day of May, 2001.

MODERN, INC.

By: *Will Crenshaw*
Will Crenshaw, President

MODERN, LTD.

By. MODERN GP, INC., GENERAL PARTNER

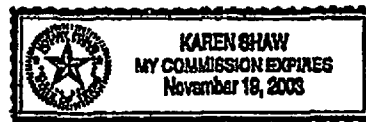
By: *Will Crenshaw*
Will Crenshaw, President

THE STATE OF TEXAS §
 §
COUNTY OF JEFFERSON §

BEFORE ME, the undersigned authority, on this day personally appeared Will Crenshaw, President of Modern, Inc., a Texas general business corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he signed such instrument for the purposes and consideration therein expressed and in the capacity stated therein as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 14th day of May, 2001.

Karen Shaw
Notary Public, State of Texas



THE STATE OF TEXAS §
 §
COUNTY OF JEFFERSON §

BEFORE ME, the undersigned authority, on this day personally appeared Will Crenshaw, President of Modern GP, Inc., which is the general partner of Modern, Ltd., a Texas limited partnership, known to me to be the person and manager whose name is subscribed to the foregoing instrument, and acknowledged to me that he signed such instrument for the purposes and consideration therein expressed and in the capacity stated therein as the act and deed of said Company on behalf of said Partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 14th day of May, 2001.

Karen Shaw
Notary Public, State of Texas



NOTARY PUBLIC

PLAN AND AGREEMENT OF CONVERSION

This Plan and Agreement of Conversion, effective as of the 16th day of May, 2001, (the "Agreement"), between Modern, Inc., a Texas general business corporation, and Modern, Ltd., a Texas limited partnership (hereinafter sometimes referred to individually as an "Entity" or collectively as the "Entities").

W I T N E S S E T H:

WHEREAS, Modern, Inc., a Texas general business corporation (hereinafter sometimes referred to as "Corp."), is a Texas general business corporation duly organized and existing under the laws of the State of Texas, with its principal place of business at 1655 Louisiana, Beaumont, Texas 77702, having been formed on October 20, 1947, and having authorized the issuance of 5,000 shares of common stock with no par value, of which there are 5,000 shares of common stock outstanding; and

WHEREAS, Modern, Ltd., a Texas limited partnership (hereinafter sometimes referred to as "Ltd."), is a Texas limited partnership duly organized and existing under the laws of the State of Texas, with its principal place of business at 1655 Louisiana, Beaumont, Texas 77702, having been formed on this date and having one general partner which owns 1% of Ltd. and one limited partner which own 99% of Ltd.; and

WHEREAS, the board of directors and shareholders of Corp. and the partners of Ltd. deem it advisable that there be a conversion of Corp. into Ltd. and have duly approved this

Agreement and authorized its execution and have authorized the conversion contemplated herein by unanimous action taken on this date; and

WHEREAS, the laws of the state where each Entity is organized permit the proposed conversion;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants herein contained, it is agreed that Corp. shall be converted into Ltd. and that Ltd. shall be the surviving entity (hereinafter sometimes referred to as the "Surviving Entity") according to the following terms and conditions:

ARTICLE I

NAME

The name of the converting entity is "Modern, Inc." and the name of the converted entity is "Modern, Ltd."

ARTICLE II

CONTINUATION

Corp. as converting entity is continuing its existence in the organizational form of Ltd. as the converted entity.

ARTICLE III

FORM OF ENTITY

Ltd. as the converted entity is a limited partnership organized under the laws of the State of Texas.

RECORDED
INDEXED

ARTICLE IV

EFFECTIVE DATE OF CONVERSION

The conversion shall be effective as of the close of business on May 16, 2001 (the "Effective Date"). From and after the Effective Date, Corp. shall cease to exist as a separate entity and shall be converted into Ltd. as the Surviving Entity. The Conversion contemplated herein shall constitute a reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended.

ARTICLE V

ORGANIZATIONAL DOCUMENT

The Certificate of Limited Partnership of Ltd. shall remain in effect as the Certificate of Limited Partnership of the Surviving Entity until further amended or altered in accordance with provisions thereof. The Surviving Entity shall be governed by the laws of the State of Texas. A true and correct copy of the Certificate of Limited Partnership of Ltd. is attached as Exhibit "A".

ARTICLE VI

PARTNERSHIP AGREEMENT

The Agreement of Limited Partnership of Ltd. shall be the Partnership Agreement of the Surviving Entity until it may be amended in accordance with the provisions thereof and the laws of the State of Texas. A true and correct copy of the Agreement of

Limited Partnership is attached as Exhibit "B".

ARTICLE VII

MANNER AND BASIS OF CONVERSION

7.01 Basis of Conversion. The conversion contemplated by this Agreement, and the manner and basis of converting the outstanding shares of common stock of Corp. into partner interests in the Surviving Entity, shall be implemented at the times and on conditions set forth in this Article.

7.02 Shares of Corp. On the Effective Date, the shares of common stock of Corp. which are then outstanding shall be converted into and become partner interests in the Surviving Entity in the same ownership percentages as the shares of Corp. were held by Corp.'s shareholders immediately prior to the conversion. A list of the shareholders of Corp. and their resulting percentages of ownership of partner interests in Ltd. are set forth in Exhibit "C".

ARTICLE VIII

EFFECT OF THE CONVERSION

On the Effective Date, the conversion shall be deemed to occur with the effect set forth in Article 6132b-9.05 of the Texas Revised Partnership Act.

ARTICLE IX

ACCOUNTING

The assets and liabilities of Corp. as of the Effective Date shall be transferred to the books of the Surviving Entity at the same amounts as they were carried by Corp. The amount of capital accounts of the Surviving Entity shall be equal to the capital accounts outstanding immediately after the conversion.

ARTICLE X

APPROVAL OF SHAREHOLDERS/DIRECTORS/PARTNERS

This Agreement has been submitted to and was approved by the shareholders and directors of Corp. and by the partners of Ltd. through unanimous action taken at a meeting held on this date according to the provisions of the laws of the State where each Entity is organized and their respective Bylaws or Partnership Agreement. On or before the Effective Date, the Articles of Conversion in substantially the form approved by the shareholders, directors and partners shall be executed and verified by the appropriate officers/representatives of each Entity and delivered for filing to the Secretary of State of the State of Texas.

ARTICLE XI

MISCELLANEOUS

11.01 Further Assurances. Corp. agrees that, from time to time and if, as and when requested by the Surviving Entity, its successors or assigns, Corp. will execute and deliver or cause to

be executed and delivered, all such deeds, assignments and other instruments, and will take or cause to be taken such further or other actions as the Surviving Entity may deem necessary or desirable, in order to confirm for the Surviving Entity that title to and possession and ownership of all the property, rights, privileges, powers, and franchises of Corp. has continued in Ltd. without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred.

11.02 Notices. Any notice or other communication required or permitted by this Agreement shall be in writing and shall be sufficient if delivered in person or sent by United States mail, postage prepaid, certified mail, return receipt requested, to the following addresses:

Modern, Inc.
1655 Louisiana
Beaumont, Texas 77702

Modern, Ltd.
1655 Louisiana
Beaumont, Texas 77702

11.03 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. If any provision (or part thereof) of this Agreement shall be held invalid or illegal for any reason, such illegality or invalidity shall not affect the other provisions (or parts thereof) of this Agreement and all of such other provisions (and

parts thereof) shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision (or part thereof) had not been included therein.

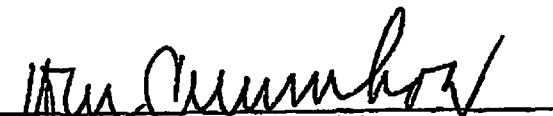
11.04 Amendments. No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless set forth in a writing specifically referring hereto and signed by all of the parties who have rights under this Agreement at such time.

11.05 Counterparts. This Agreement constitutes the entire agreement between the Entities and supersedes all prior agreements and understandings relating to the subject matter hereof. This Agreement is to be executed in three counterpart originals, each of which, when executed and delivered, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

MODERN, INC.

By:


Will Crenshaw, President

MODERN, LTD.

By: MODERN GP, INC.,
GENERAL PARTNER

By:



Will Crenshaw, President

EXHIBIT "A"

[CERTIFICATE OF LIMITED PARTNERSHIP]

RECORDED & INDEXED

EXHIBIT "B"

[PARTNERSHIP AGREEMENT OF MODERN, LTD.]

RECORDED & INDEXED

EXHIBIT "C"

MODERN, INC.

| <u>Shareholders</u> | <u>Number of Shares</u> | <u>Percentage of Ownership</u> |
|---------------------|-------------------------|--------------------------------|
| Modern GP, Inc. | 50 | 1.00% |
| Will Crenshaw | 4,950 | 99.00% |

MODERN, LTD. - PARTNERSHIP INTERESTS
AND PERCENTAGES AFTER GIVING EFFECT TO CONVERSION

| <u>General Partner</u> | <u>Percentage</u> |
|------------------------|-------------------|
| Modern GP, Inc. | 1.00% |
| <u>Limited Partner</u> | |
| Will Crenshaw | 99.00% |

MODERN, INC. - MODERN, LTD.

CERTIFICATE OF LIMITED PARTNERSHIP FOR MODERN, LTD.,
A TEXAS LIMITED PARTNERSHIP

1. The name of the limited partnership is Modern, Ltd.
2. The address of the registered office of the partnership is 1655 Louisiana, Beaumont, Texas 77702 and the name and address of the registered agent for the partnership is Will Crenshaw, 1655 Louisiana, Beaumont, Texas 77702.
3. The address of the principal office of the partnership where the records are to be kept or made available under Section 1.07 of the Texas Revised Limited Partnership Act is 1655 Louisiana, Beaumont, Texas 77702.
4. The names, mailing and street addresses of the general partner is as follows:

Modern GP, Inc.
1655 Louisiana
Beaumont, Texas 77702

5. Modern, Ltd., the converted entity, is being formed pursuant to the plan of conversion.

Information regarding the converting entity is as follows:

Name: Modern, Inc.
Address: 1655 Louisiana, Beaumont, Texas 77702
Entity Type: Texas general business corporation
Date of Formation: October 20, 1947

7. Other matters that the general partners have determined to include are: None

The general partner has signed this document under penalty of perjury and certifies that to the best of its knowledge and belief, the facts stated in this Certificate of Limited Partnership are true.

GENERAL PARTNER:

MODERN GP, INC.

By: Will Crenshaw
Its: President

5/14/01
Date Signed