

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341364

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	01/20/2006		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Modern, Ltd.		04/16/2015	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	The Modern Group, 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:	09805046 / 50		
NAME OF SUBMITTER:	Chris Andersen		
SIGNATURE:	/chris andersen/		
DATE SIGNED:	05/14/2015		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT NUNC PRO TUNC

This Trademark Assignment Nunc Pro Tunc (this "Agreement") is entered into *nunc pro tunc* to be effective as of January 20, 2006 (the "Effective Date") by and between MODERN, LTD., a Texas limited partnership (hereinafter referred to as "Assignor") and THE MODERN GROUP, LTD., a Texas limited partnership (hereinafter referred to as "Assignee") with reference to the following facts and circumstances.

WHEREAS, MODERN, INC., a Texas corporation, was the original owner of the Marks (as defined below) and associated goodwill and was the original applicant and registrant of the registrations identified on SCHEDULE A hereof;

WHEREAS, effective May 16, 2001, MODERN, INC., a Texas corporation, pursuant to Articles of Conversion filed with the Secretary of State of Texas, converted into Assignor and said Articles of Conversion are being recorded with the USPTO;

WHEREAS, pursuant to that certain Assumption Bill of Sale and Assignment dated effective January 3, 2005, Assignor assigned assets to Assignee, including the trademarks set forth in SCHEDULE A hereof adopted and used by Assignor in various countries throughout the world including the United States (the "Marks") and associated goodwill;

WHEREAS, Assignor was comprised of MODERN GP, INC., a Texas corporation as its sole general partner and Will Crenshaw, individually, as its sole limited partner;

WHEREAS, Will Crenshaw was the sole shareholder of MODERN GP, INC.

WHEREAS, MODERN GP, INC. and MODERN, INC. both dissolved on December 29, 2006 and this Agreement is thus being executed by Will Crenshaw on behalf of Assignor;

WHEREAS, on January 20, 2006, Assignor and Assignee executed that certain Assignment recorded with the USPTO on January 24, 2006 at Reel/Frame 003253/0001-0006 (the "Recorded Assignment") to record the aforesaid assignment of the Marks and associated goodwill from Assignor to Assignee with the USPTO;

WHEREAS, the Recorded Assignment misidentified Assignor as "MODERN, INC., a corporation organized under and pursuant to the laws of Texas" rather than MODERN, LTD., a Texas limited partnership and further misidentified Assignee as "THE MODERN GROUP, LTD, a corporation organized under and pursuant to the laws of Texas" rather than a Texas limited partnership; and

WHEREAS, Assignor and Assignee are executing this Agreement so as to correct, *nunc pro tunc*, the misidentification of Assignor and Assignee in the Recorded Assignment.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign and transfer *nunc pro tunc*, effective as of the Effective Date, to the Assignee the entire right, title, and interest in and to the Marks, the registrations for said Marks and all of its right, title, and interest to said Marks not presently registered set forth in *SCHEDULE A* hereof, together with the goodwill of the business symbolized by the Marks and the registrations thereof, and all other rights which Assignor has enjoyed thereunder both in the United States and throughout all countries of the world, including any and all rights of recovery based on past infringement of said Marks and/or registrations, the same to be held and enjoyed by the Assignee, its successors, and assigns forever and to the full end of the terms for which any of the aforesaid Marks are registered and any renewals of the terms thereof.

Date: 4/16/15 MODERN, LTD.
By: Will Crenshaw
Will Crenshaw
ASSIGNOR

THE MODERN GROUP, LTD.
By: The Modern Group GP, Inc.,
General Partner
Date: 4/16/2015 By: Casey Crenshaw
Casey Crenshaw, President
ASSIGNEE

SCHEDULE A

REGISTRATIONS, APPLICATIONS, AND COMMON LAW MARKS

MARK:

Registration Number	Date Registered	Serial Number	Filing Date	Ctry
1,983,284	Jul 2, 1996	74/482,409	Jan 19, 1994	US
1,927,076	Oct 17, 1995	74/482,410	Jan 19, 1994	US
1,908,336	Aug 1, 1995	74/802,124	Jan 19, 1994	US
1,590,487	April 10, 1990	73/806,280	Jun 12, 1989	US
1,533,908	April 11, 1989	73/748,796	Aug 29, 1988	US

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