

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM611770

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ENTITY CONVERSION		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Neighborhood Ventures, Inc.		12/27/2019	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Half Shells Snider, LLC		
Street Address:	14679 Midway Road, Suite 100		
City:	Addison		
State/Country:	TEXAS		
Postal Code:	75001		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2823448	FISH CITY GRILL	
Registration Number:	3372885	FISH CITY	
Registration Number:	4824063	HALF SHELLS SEAFOOD GRILL	
Registration Number:	3192273	FRIENDLY FOLKS. SERIOUS SEAFOOD.	
CORRESPONDENCE DATA			
Fax Number:	2142000558		
<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:	2146515066		
Email:	jeff.becker@haynesboone.com		
Correspondent Name:	Jeffrey M. Becker c/o Haynes and Boone		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	38660.2_08287		
NAME OF SUBMITTER:	Jeffrey M. Becker		
SIGNATURE:	/Jeffrey M. Becker/		
DATE SIGNED:	12/01/2020		
Total Attachments: 5			
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Certificate of Formation for the Converted Entity

The converted entity is a Texas limited liability company. The certificate of formation of the Texas limited liability company is attached to this certificate either as an attachment or exhibit to the plan of conversion, or as an attachment or exhibit to this certificate of conversion if the plan has not been attached to the certificate of conversion.

Approval of the Plan of Conversion

The plan of conversion has been approved as required by the laws of the jurisdiction of formation and the governing documents of the converting entity.

Effectiveness of Filing (Select either A, B, or C.)

A. This document becomes effective when the document is accepted and filed by the secretary of state.

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____

C. This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Tax Certificate

Attached hereto is a certificate from the comptroller of public accounts that all taxes under title 2, Tax Code, have been paid by the corporation.

In lieu of providing the tax certificate, the limited liability company as the converted entity is liable for the payment of any franchise taxes.

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: December 24, 2019

DocuSigned by:
William P. Bayne
225A080FC47C489...

President _____

Signature and title of authorized person on behalf of the converting entity

CERTIFICATE OF FORMATION
OF
HALF SHELLS SNIDER, LLC

FILED
In the Office of the
Secretary of State of Texas

DEC 27 2019

Corporations Section

This is the Certificate of Formation of Half Shells Snider, LLC (the "Company"). The Company is being formed upon the conversion of Neighborhood Ventures, Inc., a Texas corporation (the "Converting Entity"), under a plan of conversion. The Converting Entity was formed on December 10, 1999. The address of the Converting Entity is 14679 Midway Road, Suite 100, Addison, Texas 75001.

1. Name. The name of the Company is Half Shells Snider, LLC. The Company shall be a Texas limited liability company.

2. Duration. The period of duration of the Company is perpetual or until the earlier winding up and termination of the Company in accordance with the provisions of its Company Agreement.

3. Purpose. The purpose for which the Company is organized is the transaction of any or all lawful business for which limited liability companies may be organized under the Texas Limited Liability Company Law.

4. Registered Office and Agent. The street address of the initial registered office of the Company is 14679 Midway Road, Suite 100, Addison, Texas 75001, and the name of its initial registered agent at that address is William P. Bayne.

5. Company Agreement. The initial members of the Company shall enter into a Company Agreement ("*Company Agreement*") that governs the regulation and management of the affairs of the Company; *provided, however,* that the failure to adopt a Company Agreement prior to the date on which the Secretary of State of Texas issues a Certificate of Filing in connection with this Certificate of Formation shall not affect the Company's commencement of existence on such date. The Company Agreement shall provide for the regulation and management of the affairs of the Company consistent with applicable law and this Certificate of Formation.

6. Managers. The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, one or more managers, except to the extent that the Company Agreement shall reserve the same, in whole or in part, to the members of the Company. The number and the classes and qualifications of managers shall be fixed from time to time by or in accordance with the Company Agreement. The Company Agreement may provide that the holders of a particular class of membership interests may be entitled to elect the managers. The number of initial managers shall be one, and the name and address of the person who is to serve as the initial manager until the first annual meeting of members or until his successor or successors are duly elected are William P. Bayne, 14679 Midway Road, Suite 100, Addison, Texas 75001.

7. Membership Interests. The membership interests in the Company shall be defined and established in the Company Agreement, including the relative rights, powers, and duties, including voting rights, thereof, and the Company Agreement may establish one or more classes or groups of one or more members having the relative rights, powers and duties, including voting rights, and may provide for the future creation of additional classes or groups of members having the relative rights, powers and duties, expressed either in the Company Agreement or at the time of creation of such classes or groups of members. The rights, powers or duties of a class or group of members may be senior to those of one or more existing classes or groups of members. Cumulative voting shall not be allowed.

8. Powers. The Company shall have the powers provided for a limited liability company under the Texas Limited Liability Company Law.

9. Limited Liability of Members and Managers. Except as and to the extent the Company Agreement specifically provides otherwise, a member or manager shall not be liable for the debts, obligations or liabilities of the Company including under a judgment, decree or order of a court. To the full extent permitted by Texas law, no manager of the Company shall be liable to the Company or the members for monetary damages for an act or omission in such manager's capacity as a manager, except that this Section 10 does not eliminate or limit the liability of a manager to the extent the manager is found liable for (i) a breach of the manager's duty of loyalty to the Company or its members, (ii) an act or omission not in good faith that constitutes a breach of duty of the manager to the Company or an act or omission that involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which the manager received an improper benefit whether or not the benefit resulted from an action taken within the scope of the manager's office, or (iv) an act or omission for which the liability of a manager is expressly provided by an applicable statute. Any repeal or amendment of this Section 10 shall be prospective only and shall not adversely affect any limitation on the liability of a member or manager of the Company existing at the time of such repeal or amendment. In addition to the circumstances in which a manager of the Company is not liable as set forth in the preceding sentences, a member or manager shall not be liable to the fullest extent permitted by any provision of the statutes of Texas now existing or hereafter enacted that further limits the liability of a member or manager of a limited liability company or of a director of a corporation.

The foregoing elimination of the liability to the Company or the other members for monetary damages shall not be deemed exclusive of any other rights or limitations of liability or indemnity to which a manager may be entitled under any other provision of the Certificate of Formation or the Company Agreement, or a contract or agreement, vote of members or managers and/or disinterested members or managers of the Company, or otherwise.

10. Consent in Lieu of Meetings. Any action required by Texas Limited Liability Company Law, and any amendments thereto, to be taken at any annual or special meeting of members of the Company, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holder or

holders of membership interests having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all membership interest entitled to vote on the action were present and voted. Any such written consent must be dated, signed and delivered in the manner required by, and shall be effective for the period specified by the Texas Limited Liability Company Law, and any amendments thereto, and the taking of any such action by written consent shall be subject to satisfaction of all applicable requirements of the Texas Limited Liability Company Law.

Prompt notice of the taking of any action by members without a meeting by less than unanimous written consent shall be given to those members who did not consent in writing to the action.

11. Restrictions on Transferability of Interest. The membership interests of the Company will be subject to restrictions on transferability as set out in the Company Agreement.

12. No Preemptive Rights. No member shall have a preemptive right to acquire any membership interests or securities of any class that may at any time be issued, sold or offered for sale by the Company.