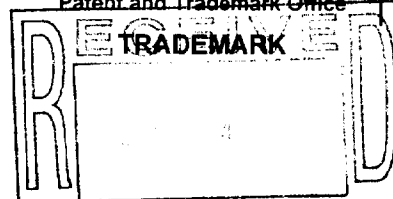


06-17-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID # _____

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger
Effective Date
Month Day Year
_____ 140 4464 _____

Change of Name

Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name FERTITTA HOSPITALITY, INC. Execution Date
Month Day Year
03 02 1996

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization TEXAS

Receiving Party

Mark if additional names of conveying parties attached

Name Fertitta Holdings, LLC

DBA/AKA/TA _____

Composed of _____

Address (line 1) 1400 Post Oak Blvd., Suite 1010

Address (line 2) _____

Address (line 3) Houston Texas 77056
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other Limited Liability Company

Citizenship/State of Incorporation/Organization TEXAS

06/17/1999 DNGUYEN 00000172 232426 1404464

FOR OFFICE USE ONLY

01 FC:481 40.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

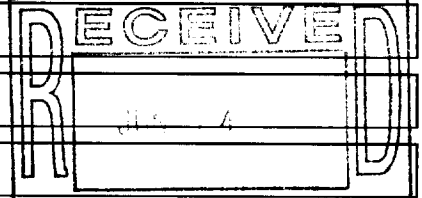
Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)



Correspondent Name and Address

Area Code and Telephone Number

214/745-5299

Name

Kevin L. Smith

Address (line 1)

WINSTEAD SECHREST & MINICK P.C.

Address (line 2)

5400 Renaissance Tower

Address (line 3)

1201 Elm Street

Address (line 4)

Dallas, Texas 75270-2199

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

6

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1404464						

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

Method of Payment:

Deposit Account

Enclosed

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

23-2426

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Kevin L. Smith

June 11, 1999

Name of Person Signing

Signature

Date Signed

**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.

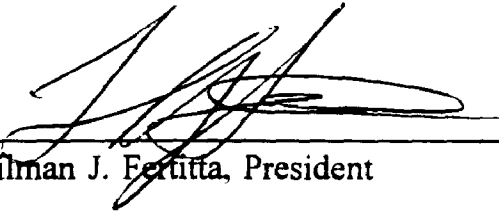
7.2. Entire Agreement; Counterparts. This instrument and the exhibits attached hereto contain the entire agreement between the parties with respect to the transaction contemplated hereby. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but such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

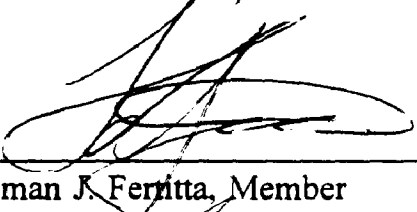
"Corporation"

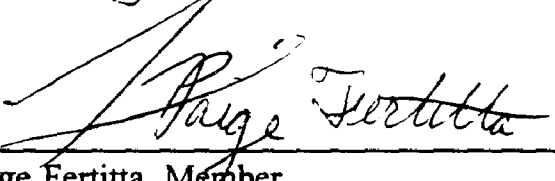
FERTITTA HOSPITALITY, INC.

By: 
Tilman J. Fertitta, President

"LLC"

FERTITTA HOLDINGS, LLC

By: 
Tilman J. Fertitta, Member

By: 
Paige Fertitta, Member

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