

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4587750

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| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | P.F. CHANG'S CHINA BISTRO, INC. | 09/01/2017 |
| RECEIVING PARTY DATA | | |
| Name: | BARCLAYS BANK PLC, AS ADMINISTRATIVE AGENT | |
| Street Address: | 745 SEVENTH AVENUE | |
| City: | NEW YORK | |
| State/Country: | NEW YORK | |
| Postal Code: | 10019 | |
| PROPERTY NUMBERS Total: 1 | | |
| | Property Type | Number |
| | Patent Number: | 6718967 |
| CORRESPONDENCE DATA | | |
| Fax Number: | (212)751-4864 | |
| <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: | 212-906-1216 | |
| Email: | angela.amaru@lw.com | |
| Correspondent Name: | LATHAM & WATKINS LLP C/O ANGELA M. AMARU | |
| Address Line 1: | 885 THIRD AVENUE | |
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| Address Line 4: | NEW YORK, NEW YORK 10022 | |
| ATTORNEY DOCKET NUMBER: | 039269-0507 | |
| NAME OF SUBMITTER: | ANGELA M. AMARU | |
| SIGNATURE: | /S/ Angela M. Amaru | |
| DATE SIGNED: | 09/11/2017 | |
| Total Attachments: 5 | | |
| source=P.F. Chang's - Patent Security Agreement Executed#page1.tif | | |
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PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of September 1, 2017 by P.F. Chang's China Bistro, Inc. (the "Pledgor"), in favor of BARCLAYS BANK PLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. "Patents" shall mean, collectively, with respect to each Pledgor, all patents issued or assigned to, and all United States patent applications and registrations made by, such Pledgor, together with any and all (i) rights and privileges arising under applicable law with respect to such Pledgor's use of any patents, (ii) inventions and improvements described and claimed therein, (iii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and amendments thereto, (iv) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements or other violations thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present or future infringements or other violations thereof. Unless otherwise defined herein, other terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Patents of the Pledgor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

The Lien granted hereunder expressly excludes the Excluded Property.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first set forth above.

P.F. CHANG'S CHINA BISTRO, INC.

By: 
Name: James A. Bell
Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

PATENT
REEL: 043544 FRAME: 0629

BARCLAYS BANK PLC, as Administrative Agent

By: 

Name: Regina Tarone

Title: Managing Director

[Signature Page to Patent Security Agreement]

PATENT
REEL: 043544 FRAME: 0630

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent Registrations:

| Owner | Patent No. | Title |
|---------------------------------|------------|-----------------------|
| P.F. Chang's China Bistro, Inc. | 6,718,967 | WOK COOKING APPARATUS |

Patent Applications: None