

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
P.F. CHANG'S CHINA BISTRO, INC.	06/28/2018
RECEIVING PARTY DATA	
Name:	CCP WOK II, LLC, AS SECOND LIEN COLLATERAL AGENT
Street Address:	375 PARK AVENUE
Internal Address:	11TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10152
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6718967
CORRESPONDENCE DATA	
Fax Number:	(650)251-5002
<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:	(650) 251-5027
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Correspondent Name:	MARCELA ROBLEDO, ESQ.
Address Line 1:	SIMPSON THACHER & BARTLETT LLP
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ATTORNEY DOCKET NUMBER:	031692/0159
NAME OF SUBMITTER:	MARCELA ROBLEDO
SIGNATURE:	/MR/
DATE SIGNED:	07/26/2018
Total Attachments: 4	
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SECOND LIEN PATENT SECURITY AGREEMENT

Second Lien Patent Security Agreement, dated as of June 28, 2018 (this "Patent Security Agreement"), by P.F. CHANG'S CHINA BISTRO, INC. (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of CCP WOK II, LLC, in its capacity as second lien collateral agent pursuant to the Purchase Agreement (the "Purchaser Representative").

WITNESSETH:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement dated as of June 28, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Purchaser Representative pursuant to which the Pledgors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Purchaser Representative, for the benefit of the Second Lien Purchasers, to enter into the Purchase Agreement, the Pledgors hereby agree with the Purchaser Representative 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. Each Pledgor hereby pledges and grants to the Purchaser Representative for the benefit of the Second Lien Purchasers 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 such Pledgor:

- (a) Patents of such 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 Purchaser Representative pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Purchaser Representative 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 Purchaser Representative shall otherwise determine.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the Purchaser Representative shall execute, acknowledge, and deliver to the Pledgors 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, each Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

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

By: _____


Name: James A. Bell
Title: Chief Financial Officer

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent Registrations:

OWNER	REGISTRATION NUMBER	NAME
P.F. Chang's China Bistro, Inc.	6,718,967	WOK COOKING APPARATUS

Patent Applications:

OWNER	APPLICATION NUMBER	NAME
None.		