

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491411

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
P.F. Chang's China Bistro, Inc.		09/24/2018	Corporation: DELAWARE
Pei Wei Asian Diner, LLC		09/24/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	BLUE TORCH FINANCE LLC
Street Address:	430 Park Avenue, Suite 1202
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 71

Property Type	Number	Word Mark
Registration Number:	1847107	P.F. CHANG'S CHINA BISTRO
Registration Number:	3334674	P.F. CHANG'S
Registration Number:	3465602	
Registration Number:	3799984	P.F. CHANG'S
Registration Number:	4070839	P.F. CHANG'S
Registration Number:	3625271	P.F. CHANG'S
Registration Number:	3519289	P.F. CHANG'S
Registration Number:	3719202	
Registration Number:	3582349	
Registration Number:	3615496	LUCKY CAT
Registration Number:	3721770	THE GREAT WALL OF CHOCOLATE
Registration Number:	3894009	P.F. CHANG'S HOME MENU
Registration Number:	4268648	P.F. CHANG'S HOME MENU
Registration Number:	4258542	
Registration Number:	4153009	TRIPLE HAPPINESS DRINKS DIM SUM STREET F
Registration Number:	4250008	ENJOY THE UNEXPECTED
Registration Number:	4368649	P.F. CHANG'S
Registration Number:	4477745	P.F. CHANG'S

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4598759	P.F. CHANG'S
Registration Number:	4598760	P.F. CHANG'S
Registration Number:	4603029	P.F. CHANG'S
Registration Number:	4551462	P.F. CHANG'S
Registration Number:	5028703	P.F. CHANG'S HOME MENU
Registration Number:	5028704	P.F. CHANG'S HOME MENU
Registration Number:	4692601	P.F. CHANG'S
Registration Number:	4692602	P.F. CHANG'S
Registration Number:	4884594	P.F. CHANG'S PREFERRED
Registration Number:	4859790	HOURS OF HAPPY
Registration Number:	4925859	SHARE GOOD FORTUNE
Registration Number:	4859803	SHARE GOOD FORTUNE
Registration Number:	4859858	BRING SOMETHING NEW TO THE TABLE
Registration Number:	5042957	FARM TO WOK
Registration Number:	5143216	FARM TO WOK
Registration Number:	2541654	
Registration Number:	4108053	KID'S WEI
Registration Number:	3411637	PEI WEI
Registration Number:	2598916	PEI WEI
Registration Number:	2632664	PEI WEI ASIAN DINER
Registration Number:	3005828	PEI WEI ASIAN DINER
Registration Number:	3429279	PEI WEI ASIAN DINER PEI WEI ASIAN DINER
Registration Number:	3241722	PEI WEI ASIAN DINER
Registration Number:	4800404	ASIAN INSPIRED. FRESHLY MADE.
Registration Number:	4882093	ASIAN INSPIRED. FRESHLY MADE.
Registration Number:	4516296	CHOP'D FRESH WOK'D FRESH
Registration Number:	4577057	CHOPPED FRESH ROLLED FRESH
Registration Number:	4577058	CHOPPED FRESH STEAMED FRESH
Registration Number:	4623682	
Registration Number:	4761088	
Registration Number:	4156004	DINER SELECTS
Registration Number:	4156005	DINER SELECTS
Registration Number:	5233458	EATING WELL IS WELL BEING
Registration Number:	5233496	FLAVOR WITH PURPOSE
Registration Number:	4330652	INSPIRASIA
Registration Number:	4887943	MY WEI REWARDS
Registration Number:	4887942	MY WEI REWARDS
Registration Number:	4882277	PEI WEI

Property Type	Number	Word Mark
Registration Number:	4786881	PEI WEI
Registration Number:	4269554	PEI WEI ASIAN MARKET
Registration Number:	4269538	PEI WEI ASIAN MARKET
Registration Number:	4867581	PEI WEI FRESH KITCHEN
Registration Number:	4867596	PEI WEI FRESH KITCHEN
Registration Number:	4863935	PEI WEI FRESH KITCHEN
Registration Number:	4863934	PEI WEI FRESH KITCHEN
Registration Number:	5076248	TO GIVE IS TO DELICIOUSLY RECEIVE
Registration Number:	4718177	WEI BETTER
Registration Number:	5481063	
Registration Number:	5459285	P.F. CHANG'S HOME MENU
Registration Number:	5273782	
Registration Number:	5376366	BOLDLY ASIAN PURELY CRAFTED.
Registration Number:	5355182	PEI WEI MY WEI
Registration Number:	5323858	FEED THE BODY. FILL THE SOUL.

CORRESPONDENCE DATA

Fax Number: 2127288111

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.

Phone: 212 728 8000

Email: ipdept@willkie.com

Correspondent Name: Spencer Simon c/o Willkie Farr & Gallagher

Address Line 1: 787 Seventh Avenue

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	125527.00005 SS
NAME OF SUBMITTER:	Spencer F. Simon
SIGNATURE:	/Spencer F. Simon/
DATE SIGNED:	09/25/2018

Total Attachments: 11

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

Second Lien Trademark Security Agreement, dated as of September 24, 2018 (this “Trademark Security Agreement”), by P.F. CHANG’S CHINA BISTRO, INC. and PEI WEI ASIAN DINER, LLC (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of BLUE TORCH FINANCE LLC, in its capacity as the second lien collateral agent pursuant to the Credit Agreement (the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Second Lien Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. “Trademarks” shall mean, collectively, with respect to each Pledgor, all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locators (URLs), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to such Pledgor and all registrations and applications for the foregoing (whether statutory or common law in the United States), together with any and all (i) rights and privileges arising under applicable Law with respect to such Pledgor’s use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements, dilutions 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 Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Second Lien 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 such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

The Lien granted hereunder expressly excludes the Excluded Property (including any intent-to-use Trademark application prior to the filing of a “statement of use” or “amendment to allege use” with respect thereto solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration issuing therefrom under federal Law).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the Collateral Agent 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 Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark 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 Trademark Security Agreement by signing and delivering one or more counterparts.


SECTION 6. Governing Law. THIS TRADEMARK 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 Trademark 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

PEI WEI ASIAN DINER, LLC

By: _____

Name: R. Michael Welborn
Title: Executive Vice President and Secretary

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006444 FRAME: 0254

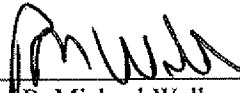
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

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

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

PEI WEI ASIAN DINER, LLC

By:  _____
Name: R. Michael Welborn
Title: Executive Vice President and Secretary

BLUE TORCH FINANCE LLC, as Collateral
Agent

By: Blue Torch Capital LP, its managing member

By: _____

Name: Kevin Genda

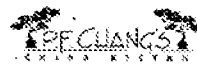





Title: Authorized Person









[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]



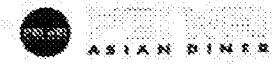

TRADEMARK
REEL: 006444 FRAME: 0256

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS







Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
P.F. Chang's China Bistro, Inc.	1,847,107	P.F. CHANG'S CHINA BISTRO & Design 
P.F. Chang's China Bistro, Inc.	3,334,674	P.F. CHANG'S
P.F. Chang's China Bistro, Inc.	3,465,602	Design of Two Trees 
P.F. Chang's China Bistro, Inc.	3,799,984	P.F. CHANG'S
P.F. Chang's China Bistro, Inc.	4,070,839	P.F. CHANG'S
P.F. Chang's China Bistro, Inc.	3,625,271	P.F. CHANG'S
P.F. Chang's China Bistro, Inc.	3,519,289	P.F. CHANG'S
P.F. Chang's China Bistro, Inc.	3,719,202	Design of a Tree 
P.F. Chang's China Bistro, Inc.	3,582,349	Design of a Tree 
P.F. Chang's China Bistro, Inc.	3,615,496	LUCKY CAT
P.F. Chang's China Bistro, Inc.	3,721,770	THE GREAT WALL OF CHOCOLATE
P.F. Chang's China Bistro, Inc.	3,894,009	P.F. CHANG'S HOME MENU
P.F. Chang's China Bistro, Inc.	4,268,648	P.F. CHANG'S HOME MENU
P.F. Chang's China Bistro, Inc.	4,258,542	Triple Happiness Logo 
P.F. Chang's China Bistro, Inc.	4,153,009	Triple Happiness Drinks Dim Sum Street Fare logo 

OWNER	REGISTRATION NUMBER	TRADEMARK
P.F. Chang's China Bistro, Inc.	4,250,008	ENJOY THE UNEXPECTED
P.F. Chang's China Bistro, Inc.	4,368,649	P.F. CHANG'S & Design (Chop Logo)  P.F. CHANG'S
P.F. Chang's China Bistro, Inc.	4,477,745	P.F. CHANG'S
P.F. Chang's China Bistro, Inc.	4,598,759	P.F. CHANG'S
P.F. Chang's China Bistro, Inc.	4,598,760	P.F. CHANG'S & Design (Chop Logo)  P.F. CHANG'S
P.F. Chang's China Bistro, Inc.	4,603,029	P.F. CHANG'S & Design (Chop Logo)  P.F. CHANG'S
P.F. Chang's China Bistro, Inc.	4,551,462	P.F. CHANG'S (stylized) 
P.F. Chang's China Bistro, Inc.	5,028,703	P.F. CHANG'S HOME MENU & Design  P.F. CHANG'S
P.F. Chang's China Bistro, Inc.	5,028,704	P.F. CHANG'S HOME MENU & Design  P.F. CHANG'S
P.F. Chang's China Bistro, Inc.	4,692,601	P.F. CHANG'S Chop Logo  P.F. CHANG'S
P.F. Chang's China Bistro, Inc.	4,692,602	P.F. CHANG'S Chop Logo  P.F. CHANG'S

OWNER	REGISTRATION NUMBER	TRADEMARK
P.F. Chang's China Bistro, Inc.	4,884,594	P.F. CHANG'S PREFERRED (Stylized) 
P.F. Chang's China Bistro, Inc.	4,859,790	HOURS OF HAPPY
P.F. Chang's China Bistro, Inc.	4,925,859	SHARE GOOD FORTUNE
P.F. Chang's China Bistro, Inc.	4,859,803	SHARE GOOD FORTUNE
P.F. Chang's China Bistro, Inc.	4,859,858	BRING SOMETHING NEW TO THE TABLE
P.F. Chang's China Bistro, Inc.	5,042,957	FARM TO WOK
P.F. Chang's China Bistro, Inc.	5,143,216	FARM TO WOK
Pei Wei Asian Diner, LLC	2,541,654	Design of a Bowl Man 
Pei Wei Asian Diner, LLC	4,108,053	KID'S WEI
Pei Wei Asian Diner, LLC	3,411,637	PEI WEI
Pei Wei Asian Diner, LLC	2,598,916	PEI WEI
Pei Wei Asian Diner, LLC	2,632,664	PEI WEI ASIAN DINER & Design 
Pei Wei Asian Diner, LLC	3,005,828	PEI WEI ASIAN DINER & Design 
Pei Wei Asian Diner, LLC	3,429,279	PEI WEI ASIAN DINER & Design 
Pei Wei Asian Diner, LLC	3,241,722	PEI WEI ASIAN DINER & Design 
Pei Wei Asian Diner, LLC	4,800,404	ASIAN INSPIRED. FRESHLY MADE.

OWNER	REGISTRATION NUMBER	TRADEMARK
Pei Wei Asian Diner, LLC	4,882,093	ASIAN INSPIRED. FRESHLY MADE.
Pei Wei Asian Diner, LLC	4,516,296	CHOP'D FRESH WOK'D FRESH
Pei Wei Asian Diner, LLC	4,577,057	CHOPPED FRESH ROLLED FRESH
Pei Wei Asian Diner, LLC	4,577,058	CHOPPED FRESH STEAMED FRESH
Pei Wei Asian Diner, LLC	4,623,682	Design Only 
Pei Wei Asian Diner, LLC	4,761,088	Design Only 
Pei Wei Asian Diner, LLC	4,156,004	DINER SELECTS
Pei Wei Asian Diner, LLC	4,156,005	DINER SELECTS
Pei Wei Asian Diner, LLC	5,233,458	EATING WELL IS WELL BEING
Pei Wei Asian Diner, LLC	5,233,496	FLAVOR WITH PURPOSE
Pei Wei Asian Diner, LLC	4,330,652	INSPIRASIA
Pei Wei Asian Diner, LLC	4,887,943	MY WEI REWARDS & Design 
Pei Wei Asian Diner, LLC	4,887,942	MY WEI REWARDS
Pei Wei Asian Diner, LLC	4,882,277	PEI WEI & Design  PEIWEI
Pei Wei Asian Diner, LLC	4,786,881	PEI WEI & Design  PEIWEI
Pei Wei Asian Diner, LLC	4,269,554	PEI WEI ASIAN MARKET

OWNER	REGISTRATION NUMBER	TRADEMARK
Pei Wei Asian Diner, LLC	4,269,538	PEI WEI ASIAN MARKET & Design 
Pei Wei Asian Diner, LLC	4,867,581	PEI WEI FRESH KITCHEN
Pei Wei Asian Diner, LLC	4,867,596	PEI WEI FRESH KITCHEN
Pei Wei Asian Diner, LLC	4,863,935	PEI WEI FRESH KITCHEN & Design 
Pei Wei Asian Diner, LLC	4,863,934	PEI WEI FRESH KITCHEN & Design 
Pei Wei Asian Diner, LLC	5,076,248	TO GIVE IS TO DELICIOUSLY RECEIVE
Pei Wei Asian Diner, LLC	4,718,177	WEI BETTER
Pei Wei Asian Diner, LLC	5,481,063	Design Only 
P.F. Chang's China Bistro, Inc.	5,459,285	P.F. CHANG'S HOME MENU & Design 
P.F. Chang's China Bistro, Inc.	5,273,782	Three-Dimensional Horse Design 
P.F. Chang's China Bistro, Inc.	5,376,366	BOLDLY ASIAN PURELY CRAFTED.
Pei Wei Asian Diner, LLC	5,355,182	PEI WEI MY WEI
Pei Wei Asian Diner, LLC	5,323,858	FEED THE BODY. FILL THE SOUL.

OWNER	REGISTRATION NUMBER	TRADEMARK
Pei Wei Asian Diner, LLC	5,323,858	FEED THE BODY. FILL THE SOUL.

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
None		