

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512746

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Torch Finance LLC		03/01/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	P.F. Chang's China Bistro, Inc.		
Street Address:	7676 East Pinnacle Peak Road		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85255		
Entity Type:	Corporation: DELAWARE		
Name:	Pei Wei Asian Diner, LLC		
Street Address:	6191 N. State Hwy 161		
Internal Address:	Suite 300		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75038		
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	

CH \$1790.00 1847107

Property Type	Number	Word Mark
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
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

Property Type	Number	Word Mark
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
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: 2127288000

Email: ipdept@willkie.com

Correspondent Name: Brandon Coyle c/o Willkie Farr & Gallagher

Address Line 1: 787 Seventh Avenue

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 125527.00005 BRC

NAME OF SUBMITTER: Brandon R. Coyle

SIGNATURE: /Brandon R. Coyle/

DATE SIGNED: 03/05/2019

Total Attachments: 10

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of March 1, 2019 (the “Effective Date”), is made by Blue Torch Finance LLC, as administrative agent for the Second Lien Secured Parties (the “Agent”), in favor of P.F. Chang’s China Bistro, Inc., a Delaware corporation (“PFC”), and Pei Wei Asian Diner, LLC, a Delaware limited liability company (collectively, with PFC, the “Grantors”).

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of September 24, 2018 (the “Security Agreement”), made by PFC and the Guarantors from time to time party thereto in favor of the Agent, the Grantors granted to the Agent a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Second Lien Trademark Security Agreement, dated as of September 24, 2018 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on September 25, 2018 at Reel/Frame 6444/0249;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates, and cancels all of its security interest in and to the Trademarks, including but not limited to the trademarks and trademark licenses set forth in Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title, or interest in and to the Trademarks under the Trademark Security Agreement or the Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys, and re-assigns such right, title or interest to the Grantors. The Agent authorizes and requests that this Release be recorded at the United States Patent and Trademark Office.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantors all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, to more fully and effectively effectuate the purposes of this Release.

5. Counterparts. This Release may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument. The Grantors acknowledge that this Release is and shall be effective upon execution and delivery by the parties hereto. Delivery of an executed counterpart of a signature page of this Release by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Release.


6. Severability. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Release shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

7. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with and governed exclusively by the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Signature pages follow]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

BLUE TORCH FINANCE LLC,
By: Blue Torch Capital LP, its managing member

By: 
Name: *Kevin Gonda*
Title: *Authorized Signer*

[Signature page to Release of Security Interests in Trademarks]

TRADEMARK
REEL: 006581 FRAME: 0105

GRANTORS:

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

By: 

Name: James A. Bell

Title: Chief Financial Officer

PEI WEI ASIAN DINER, LLC

By: 

Name: K. Michael Welborn







Title: Executive Vice President and Secretary









[Signature page to Release of Security Interests in Trademarks]




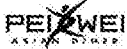
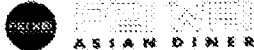

TRADEMARK
REEL: 006581 FRAME: 0106






SCHEDULE I







Trademarks:

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 
P.F. Chang's China Bistro, Inc.	4,250,008	ENJOY THE UNEXPECTED

OWNER	REGISTRATION NUMBER	TRADEMARK
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 

OWNER	REGISTRATION NUMBER	TRADEMARK
Pei Wei Asian Diner, LLC	4,800,404	ASIAN INSPIRED. FRESHLY MADE.
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

OWNER	REGISTRATION NUMBER	TRADEMARK
Pei Wei Asian Diner, LLC	4,269,554	PEI WEI ASIAN MARKET
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.

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