

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | TRADEMARK SECURITY AGREEMENT |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------|----------|----------------|-------------------------------------|
| PEI WEI ASIAN DINER, LLC | | 07/02/2012 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|---------------------------------------|
| Name: | WELLS FARGO BANK, AS COLLATERAL AGENT |
| Street Address: | 1808 ASHTON AVENUE, SUITE 250 |
| City: | CARLSBAD |
| State/Country: | CALIFORNIA |
| Postal Code: | 92008 |
| Entity Type: | NATIONAL ASSOCIATION: UNITED STATES |

PROPERTY NUMBERS Total: 13

| Property Type | Number | Word Mark |
|----------------------|----------|---|
| Registration Number: | 2541654 | |
| Registration Number: | 3546588 | EAST OF USUAL |
| 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: | 4015271 | PEI WEI |
| Registration Number: | 3241722 | PEI WEI ASIAN DINER |
| Serial Number: | 85448097 | DINER SELECTS |
| Serial Number: | 85448101 | DINER SELECTS |
| Serial Number: | 85595442 | INSPIRASIA |

OP \$340.00 2541654

CORRESPONDENCE DATA

Fax Number: 7147558290

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR

Address Line 4: COSTA MESA, CALIFORNIA 92626

| | |
|-------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | 048472-0006 |
| NAME OF SUBMITTER: | KRISTIN J AZCONA |
| Signature: | /KJA/ |
| Date: | 07/03/2012 |

Total Attachments: 7

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Trademark Security Agreement

This TRADEMARK SECURITY AGREEMENT is dated as of July 2, 2012, by P.F. Chang's China Bistro, Inc. and Pei Wei Asian Diner, LLC (each individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgors are 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 Pledgors are required to execute and deliver this Trademark 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 Pledgors hereby agree with the Administrative 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 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 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.

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 Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative 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 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 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.

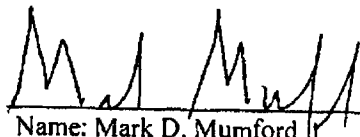
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

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.
Pei Wei Asian Diner, LLC,
each as a Pledgor

By: 
Name: Mark D. Mumford
Title: Chief Financial Officer and Secretary

Signature page to Trademark Security Agreement

TRADEMARK
REEL: 004814 FRAME: 0390

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: Maureen S. Malphus
Name: Maureen S. Malphus
Title: Vice President

Signature page to Trademark Security Agreement

TRADEMARK
REEL: 004814 FRAME: 0391

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

| Owner | Trademark | International Class(es) | Application No. Filing Date | Registration No. Registration Date |
|---------------------------------|--------------------------------------|---|-----------------------------|------------------------------------|
| P.F. Chang's China Bistro, Inc. | ACKNOWLEDGE THE CRAVING | IC 043 US 100, 101 | 77865008 11/4/2009 | 3,812,167 6/29/2010 |
| P.F. Chang's China Bistro, Inc. | Design of a Tree | IC 035 US 100, 101, 102 | 77366824 1/8/2008 | 3,719,202 12/1/2009 |
| P.F. Chang's China Bistro, Inc. | Design of a Tree | IC 043 US 100, 101 | 77365686 1/7/2008 | 3,582,349 3/3/2009 |
| Pei Wei Asian Diner, LLC | Design of a Bowl Man | IC 042 US 100, 101 | 76067762 6/9/2000 | 2,541,654 2/19/2002 |
| P.F. Chang's China Bistro, Inc. | Design of Two Trees | IC 043 US 100, 101 | 77187510 5/22/2007 | 3,465,602 7/15/2008 |
| Pei Wei Asian Diner, LLC | EAST OF USUAL | IC 043 US 100, 101 | 77461936 4/30/2008 | 3,546,588 12/16/2008 |
| Pei Wei Asian Diner, LLC | KID'S WEI | IC 043 US 100, 101 | 85340415 6/7/2011 | 4,108,053 3/6/2012 |
| P.F. Chang's China Bistro, Inc. | LUCKY CAT | IC 035 US 100, 101, 102 | 77578562 9/25/2008 | 3,615,496 5/5/2009 |
| P.F. Chang's China Bistro, Inc. | P.F. CHANG'S | IC 029 US 046 | 77301111 10/10/2007 | 3,625,271 5/26/2009 |
| P.F. Chang's China Bistro, Inc. | P.F. CHANG'S | IC 029 US 046 | 77301105 10/10/2007 | 3,799,984 6/8/2010 |
| P.F. Chang's China Bistro, Inc. | P.F. CHANG'S | IC 30 US 046 | 77301114 10/10/2007 | 3,519,289 10/21/2008 |
| P.F. Chang's China Bistro, Inc. | P.F. CHANG'S | IC 035 US 100, 101, 102 IC 043 US 100, 101 | 78826263 3/1/2006 | 3,334,674 11/13/2007 |
| P.F. Chang's China Bistro, Inc. | P.F. CHANG'S | IC 030 US 046 | 77301107 10/10/2007 | 4,070,839 12/13/2011 |
| P.F. Chang's China Bistro, Inc. | P.F. CHANG'S and design | IC 029 US 046 | 77301088 10/10/2007 | 3,799,983 6/8/2010 |
| P.F. Chang's China Bistro, Inc. | P.F. CHANG'S and design | IC 029 US 046 | 77301093 10/10/2007 | 3,691,015 10/6/2009 |
| P.F. Chang's China Bistro, Inc. | P.F. CHANG'S and design | IC 030 US 046 | 77301096 10/10/2007 | 3,448,656 6/17/2008 |
| P.F. Chang's China Bistro, Inc. | P.F. CHANG'S CHINA BISTRO and design | IC 042 US 100 | 74410470 7/9/1993 | 1,847,107 7/26/1994 |

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| Owner | Trademark | International Class(es) | Application No. Filing Date | Registration No. Registration Date |
|---------------------------------|-----------------------------------|----------------------------|-----------------------------|------------------------------------|
| P.F. Chang's China Bistro, Inc. | P.F. CHANG'S HOME MENU | IC 029 US 046 | 85055233 6/4/2010 | 3,894,009 12/21/2010 |
| P.F. Chang's China Bistro, Inc. | P.F. CHANG'S HOME MENU and design | IC 029 US 046 | 85026122 4/29/2010 | 3,893,239 12/21/2010 |
| Pei Wei Asian Diner, LLC | PEI WEI | IC 035 US 100, 101, 102 | 77272953 9/6/2007 | 3,411,637 4/15/2008 |
| Pei Wei Asian Diner, LLC | PEI WEI | IC 042 US 100, 101 | 76067556 6/9/2000 | 2,598,916 7/23/2002 |
| Pei Wei Asian Diner, LLC | PEI WEI ASIAN DINER and design | IC 042 US 100, 101 | 76067761 6/9/2000 | 2,632,664 10/8/2002 |
| Pei Wei Asian Diner, LLC | PEI WEI ASIAN DINER and design | IC 043 US 100, 101 | 78455258 7/22/2004 | 3,005,828 10/11/2005 |
| Pei Wei Asian Diner, LLC | PEI WEI ASIAN DINER and design | IC 043 US 100, 101 | 77063691 12/13/2006 | 3,429,279 5/20/2008 |
| Pei Wei Asian Diner, LLC | PEI WEI & design | IC 043 US 100, 101 | 85196269 12/13/2010 | 4,015,271 8/23/2011 |
| Pei Wei Asian Diner, LLC | PEI WEI ASIAN DINER and design | IC 035 US 100, 101, 102 | 78826259 3/1/2006 | 3,241,722 5/15/2007 |
| P.F. Chang's China Bistro, Inc. | Start Strong. Finish Strong. | IC 043 US 100, 101 | 77684440 3/5/2009 | 3,716,869 11/24/2009 |
| P.F. Chang's China Bistro, Inc. | TANEKO | IC 043 US 100, 101 | 77025705 10/20/2006 | 3,226,629 4/10/2007 |
| P.F. Chang's China Bistro, Inc. | TANEKO JAPANESE TAVERN | IC 043 US 100, 101 | 78669434 7/13/2005 | 3,269,686 7/24/2007 |
| P.F. Chang's China Bistro, Inc. | TANEKO JAPANESE TAVERN and design | IC 035 US 100, 101, 102 | 78911596 6/19/2006 | 3,253,489 6/19/2007 |
| P.F. Chang's China Bistro, Inc. | TANEKO TAVERN | IC 043 US 100, 101 | 78572641 2/22/2005 | 3,353,365 12/11/2007 |
| P.F. Chang's China Bistro, Inc. | THE GREAT WALL OF CHOCOLATE | IC 030 US 046 | 77733041 5/8/2009 | 3,721,770 12/8/2009 |
| P.F. Chang's China Bistro, Inc. | TRIPLE HAPPINESS | IC 043 US 100, 101 | 85156792 10/20/2010 | 4,017,170 8/23/2011 |
| P.F. Chang's China Bistro, Inc. | VINEYARD 518 | IC 033 US 047, 049 | 77913075 1/15/2010 | 3,865,836 10/19/2010 |
| P.F. Chang's China Bistro, Inc. | VINEYARD 518 and design | IC 033 US 047, 049 | 85006595 4/5/2010 | 3,868,804 10/26/2010 |
| P.F. Chang's China Bistro, Inc. | WARRIOR | IC 035 US 100, 101, 102 | 77760608 6/16/2009 | 3,722,337 12/8/2009 |

Trademark Applications:

| Owner | Trademark | International Class(es) | Application No. | Filing Date |
|--------------------------|---------------|-------------------------|-----------------|-------------|
| Pei Wei Asian Diner, LLC | DINER SELECTS | IC 029 | 85448097 | 10/14/2011 |

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| Owner | Trademark | International Class(es) | Application No. | Filing Date |
|---------------------------------|---|----------------------------|-----------------|-------------|
| | | US 046 | | |
| Pei Wei Asian Diner, LLC | DINER SELECTS | IC 030 US 046 | 85448101 / | 10/14/2011 |
| P.F. Chang's China Bistro, Inc. | Triple Happiness Drinks Dim Sum Street Fare logo | IC 043 US 100, 101 | 85/349,561 | 6/17/2011 |
| P.F. Chang's China Bistro, Inc. | ENJOY THE UNEXPECTED | IC 043 US 100, 101 | 85/599,250 | 4/16/2012 |
| Pei Wei Asian Diner, LLC | INSPIRASIA | IC 041 US 100, 101, 107 | 85/595,442 ✓ | 4/11/2012 |

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