

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458447

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pei Wei Asian Diner, LLC		09/01/2017	Limited Liability Company: DELAWARE
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		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87468684	PEI WEI MY WEI	
Serial Number:	87427751	FEED THE BODY. FILL THE SOUL.	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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		
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:	01/18/2018		
Total Attachments: 11			
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of September 1, 2017 by P.F. Chang's China Bistro, Inc. and Pei Wei Asian Diner, LLC (individually, a "Pledgor", and, collectively, the "Pledgors"), 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 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 (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 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, 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

PEI WEI ASIAN DINER, LLC

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

[Signature Page to Trademark Security Agreement]

BARCLAYS BANK PLC, as Administrative Agent

By: Regina Tarone

Name: Regina Tarone






Title: Managing Director









[Signature Page to Trademark Security Agreement]



TRADEMARK
REEL: 006251 FRAME: 0547






SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS



Trademark Registrations:

Owner	Registration No.	Trademark
P.F. Chang's China Bistro, Inc.	1,847,107	P.F. CHANG'S CHINA BISTRO and 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.	4,017,170	TRIPLE HAPPINESS
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


Owner	Registration No.	Trademark
		Sum Street Fare logo 
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 and Design (Chop Logo) 
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 and Design (Chop Logo) 
P.F. Chang's China Bistro, Inc.	4,603,029	P.F. CHANG'S and Design (Chop Logo) 
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 and Design 
P.F. Chang's China Bistro, Inc.	5,028,704	P.F. CHANG'S HOME MENU and Design 
P.F. Chang's China Bistro, Inc.	4,692,601	P.F. CHANG'S Chop Logo 

Owner	Registration No.	Trademark
P.F. Chang's China Bistro, Inc.	4,692,602	P.F. CHANG'S Chop Logo  P.F. CHANG'S
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 and design
Pei Wei Asian Diner, LLC	3,005,828	PEI WEI ASIAN DINER and design
Pei Wei Asian Diner, LLC	3,429,279	PEI WEI ASIAN DINER and design
Pei Wei Asian Diner, LLC	4,015,271	PEI WEI & design
Pei Wei Asian Diner, LLC	3,241,722	PEI WEI ASIAN DINER and design
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

Owner	Registration No.	Trademark
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 
Pei Wei Asian Diner, LLC	4,887,942	MY WEI REWARDS
Pei Wei Asian Diner, LLC	4,882,277	PEI WEI  PEI WEI
Pei Wei Asian Diner, LLC	4,786,881	PEI WEI  PEI WEI
Pei Wei Asian Diner, LLC	4,269,554	PEI WEI ASIAN MARKET
Pei Wei Asian Diner, LLC	4,269,538	PEI WEI ASIAN MARKET


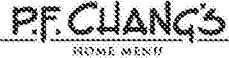

Owner	Registration No.	Trademark
		
Pei Wei Asian Diner, LLC	4,867,581	PEI WEI FRESH KITCHEN
Pei Wei Asian Diner, LLC	4,867,596	PEI WEI FRESH KITCHEN
Pei Wei Asian Diner, LLC	4,863,935	PEI WEI FRESH KITCHEN  PEI WEI FRESH KITCHEN
Pei Wei Asian Diner, LLC	4,863,934	PEI WEI FRESH KITCHEN  PEI WEI FRESH KITCHEN
Pei Wei Asian Diner, LLC	5,076,248	TO GIVE IS TO DELICIOUSLY RECEIVE
Pei Wei Asian Diner, LLC	4,718,177	WEI BETTER

Trademark Applications:

Owner	Application No.	Trademark
P.F. Chang's China Bistro, Inc.	86/324,290 ¹	P.F. CHANG'S HOME MENU and Design 
P.F. Chang's China Bistro, Inc.	86/324,300 ²	P.F. CHANG'S HOME MENU and Design

¹ Intent to use

² Intent to use

Owner	Application No.	Trademark
		
P.F. Chang's China Bistro, Inc.	86/656,798 ³	P.F. CHANG'S
P.F. Chang's China Bistro, Inc.	86/656,811 ⁴	P.F. CHANG'S HOME MENU (Stylized) 
P.F. Chang's China Bistro, Inc.	86/839,695	Three-Dimensional Horse Design 
P.F. Chang's China Bistro, Inc.	87/195,604 ⁵	BOLDLY ASIAN. PURELY CRAFTED.
P.F. Chang's China Bistro, Inc.	87/195,610 ⁶	BOLDLY ASIAN. PURELY CRAFTED.
P.F. Chang's China Bistro, Inc.	87/195,611 ⁷	BOLDLY ASIAN. PURELY CRAFTED.
P.F. Chang's China Bistro, Inc.	87/239,058 ⁸	PHO WRAP
P.F. Chang's China Bistro, Inc.	87/239,069 ⁹	PHORRITO
P.F. Chang's China Bistro, Inc.	87/505,657 ¹⁰	P.F. CHANG'S REWARDS

³ Intent to use

⁴ Intent to use

⁵ Intent to use

⁶ Intent to use

⁷ Intent to use

⁸ Intent to use

⁹ Intent to use

¹⁰ Intent to use

Owner	Application No.	Trademark
Pei Wei Asian Diner, LLC	87/497,515 ¹¹	PLAY WEI
Pei Wei Asian Diner, LLC	87/487,691 ¹²	PEI WEI ASIAN EATERY
Pei Wei Asian Diner, LLC	87/487,696 ¹³	PEI WEI ASIAN STREET KITCHEN
Pei Wei Asian Diner, LLC	87/487,682 ¹⁴	EAT WELL. PLAY WELL.
Pei Wei Asian Diner, LLC	87/468,684	PEI WEI MY WEI
Pei Wei Asian Diner, LLC	87/427,751	FEED THE BODY. FILL THE SOUL.
Pei Wei Asian Diner, LLC	87/400,896 ¹⁵	PEI WEI ASIAN EATERY
Pei Wei Asian Diner, LLC	86/920270 ¹⁶	EATING WELL IS WELL BEING

¹¹ Intent to use

¹² Intent to use

¹³ Intent to use

¹⁴ Intent to use

¹⁵ Intent to use

¹⁶ Intent to use