

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM512363

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement Assignment and Assumption

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
P.F. CHANG'S CHINA BISTRO, INC.		03/01/2019	Corporation:

## RECEIVING PARTY DATA

<b>Name:</b>	WOK HOLDINGS INC, as Intermediate Assignee
<b>Street Address:</b>	c/o Centerbridge Partners, L.P.
<b>Internal Address:</b>	375 Park Avenue, 11th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10152
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	WOK INVESTCO INC., as Assignee
<b>Street Address:</b>	c/o Centerbridge Partners, L.P.
<b>Internal Address:</b>	375 Park Avenue, 11th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10152
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
<b>Registration Number:</b>	2541654	
<b>Registration Number:</b>	4108053	KID'S WEI
<b>Registration Number:</b>	3411637	PEI WEI
<b>Registration Number:</b>	2598916	PEI WEI
<b>Registration Number:</b>	2632664	PEI WEI ASIAN DINER
<b>Registration Number:</b>	3005828	PEI WEI ASIAN DINER
<b>Registration Number:</b>	3429279	PEI WEI ASIAN DINER PEI WEI ASIAN DINER
<b>Registration Number:</b>	3241722	PEI WEI ASIAN DINER
<b>Registration Number:</b>	4800404	ASIAN INSPIRED. FRESHLY MADE.
<b>Registration Number:</b>	4882093	ASIAN INSPIRED. FRESHLY MADE.
<b>Registration Number:</b>	4516296	CHOP'D FRESH WOK'D FRESH

TRADEMARK

Property Type	Number	Word Mark
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
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:	5355182	PEI WEI MY WEI
Registration Number:	5323858	FEED THE BODY. FILL THE SOUL.

**CORRESPONDENCE DATA**

**Fax Number:** 2123108007

*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:** 212.310.8000

**Email:** juan.arias@weil.com

**Correspondent Name:** Jackson Alldredge

**Address Line 1:** Weil, Gotshal & Manges LLP

**Address Line 2:** 767 Fifth Avenue

**Address Line 4:** New York, NEW YORK 10153

**ATTORNEY DOCKET NUMBER:** J. Alldredge-67682.0008

**NAME OF SUBMITTER:** Jackson Alldredge

**SIGNATURE:** /Jackson Alldredge/

**DATE SIGNED:** 03/01/2019

**Total Attachments: 9**

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**Trademark Security Agreement Assignment and Assumption**

This TRADEMARK SECURITY AGREEMENT ASSIGNMENT AND ASSUMPTION (this “Assignment and Assumption”), dated as of March 1, 2019 (the “Effective Date”) is made by P.F. CHANG’S CHINA BISTRO, INC., in its capacity as predecessor lender pursuant to the Credit Agreement (“Assignor”), WOK HOLDINGS INC., a Delaware corporation, as intermediary assignee (“Intermediate Assignee”), and WOK INVESTCO INC., a Delaware corporation, as final successor lender under the Credit Agreement, as assignee (“Assignee”), and PEI WEI ASIAN DINER, LLC (the “Company”). Capitalized terms not defined herein shall have the meanings assigned to them in the Trademark Security Agreement (as defined below).

WHEREAS, reference is made to (i) the Secured Revolving Loan Agreement, dated as of November 2, 2018 (as the same now exists or may hereafter be further amended, supplemented, amended and restated or otherwise modified from time to time, the “Credit Agreement”) by and among the Company and the Assignor, (ii) that certain Distribution, Transfer, Assignment and Assumption Agreement, dated as of the date hereof (the “Initial Assignment and Assumption Agreement”), by and among the Assignor and the Intermediate Assignee, pursuant to which the Assignor has transferred its role as Administrative Agent and Collateral Agent to the Intermediate Assignee and (iii) that certain Distribution, Transfer, Assignment and Assumption Agreement, dated as of the date hereof (the “Subsequent Assignment and Assumption Agreement”), by and among the Intermediate Assignee, as assignor, and the Assignee, as assignee;

WHEREAS, reference is also made to that certain Trademark Security Agreement, dated as of November 2, 2018 (as amended, supplemented, restated or otherwise modified from time to time, the “Trademark Security Agreement”) by the Company in favor of the Assignor; and

WHEREAS, pursuant to the Trademark Security Agreement, the Company granted, assigned and pledged to the Assignor a continuing security interest in and lien upon all of the Company’s right, title and interest in and to the Trademarks listed on Exhibit A hereto.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

1. Assignor hereby irrevocably, absolutely and unconditionally assigns to Intermediate Assignee without recourse and without any representation or warranty of any kind, nature or description, except as expressly set forth in the Initial Assignment and Assumption Agreement, and Intermediate Assignee hereby assumes from Assignor, Assignor’s rights and obligations under and interest in the Trademark Security Agreement as of the Effective Date (the “Initial Assignment”).

2. Immediately following the Initial Assignment, Intermediate Assignee hereby irrevocably, absolutely and unconditionally assigns to Assignee without recourse and without any representation or warranty of any kind, nature or description, except as expressly set forth in the Subsequent Assignment and Assumption Agreement, and Assignee hereby assumes from Intermediate Assignee, Intermediate Assignee’s rights and obligations under and interest in the Trademark Security Agreement as of the Effective Date.

3. The parties hereby authorize and request the Commissioner of Trademarks to record this Assignment and Assumption in the United States Patent and Trademark Office.

4. The Company hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the Trademarks to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Trademarks are more fully set forth in the Trademark Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

5. This Assignment and Assumption has been entered into pursuant to and in conjunction with the Initial Assignment and Assumption Agreement and the Subsequent Assignment and Assumption Agreement, each of which is hereby incorporated by reference herein. The provisions of the Initial Assignment and Assumption Agreement and/or the Subsequent Assignment and Assumption Agreement, as applicable, shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Assignee with respect to the Intellectual Property are as provided by the Credit Agreement, the Trademark Security Agreement, and the Collateral Documents (as defined in the Credit Agreement), and nothing in this Assignment and Assumption shall be deemed to limit such rights and remedies.

6. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS ASSIGNMENT AND ASSUMPTION AND ANY DISPUTE ARISING OUT OF THE RELATIONSHIP BETWEEN THE PARTIES HERETO, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK BUT EXCLUDING ANY PRINCIPLES OF CONFLICTS OF LAW OR OTHER RULE OF LAW THAT WOULD CAUSE THE APPLICATION OF THE LAW OF ANY JURISDICTION OTHER THAN THE LAWS OF THE STATE OF NEW YORK.

7. This Assignment and Assumption may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all of which when taken together shall constitute a single instrument. The parties hereto may provide signatures to this Assignment and Assumption by facsimile or electronic mail (including, without limitation, in “.pdf” or “.tif” format), and such facsimile or electronic mail signatures shall be deemed to be the same as original signatures.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

**As Assignor:**

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

By: 

Name: James A. Bell

Title: Chief Financial Officer

As Intermediate Assignee:

WOK HOLDINGS INC.

By: Lisa Gressel

Name: Lisa Gressel

Title: Secretary

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT (REVOLVER)]

**TRADEMARK**  
**REEL: 006578 FRAME: 0577**

As Assignee:

**WOK INVESTCO INC.**

By: 

Name: Gary Freilich

Title: Vice President, Secretary and  
Treasurer

[SIGNATURE TO TRADEMARK ASSIGNMENT AGREEMENT (REVOLVER)]

**TRADEMARK**  
**REEL: 006578 FRAME: 0578**



Acknowledged by:

PEI WEL-ASIAN DINER, LLC

By: 

Name: James A. Lebs

Title: Chief Financial Officer

[SIGNATURE TO TRADEMARK ASSIGNMENT AGREEMENT (REVOLVER)]

**TRADEMARK**  
**REEL: 006578 FRAME: 0579**

EXHIBIT A

**Trademarks**

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
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.
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

Exhibit A

WEIL\96937956\3\67682.0001




**TRADEMARK**  
**REEL: 006578 FRAME: 0580**

OWNER	REGISTRATION NUMBER	TRADEMARK
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
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

Exhibit A

WEIL\96937956\3\67682.0001

**TRADEMARK**  
**REEL: 006578 FRAME: 0581**

OWNER	REGISTRATION NUMBER	TRADEMARK
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 
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.

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
None		