

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512607

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC, as Administrative Agent		03/01/2019	Public Limited Company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	P.F. Chang's China Bistro, Inc.
Street Address:	8377 East Hartford Drive
Internal Address:	Suite 200
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85255
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 36

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:	4017170	TRIPLE HAPPINESS
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

TRADEMARK

Property Type	Number	Word Mark
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:	5273782	
Registration Number:	5601433	SCIENCE OF THE WOK

CORRESPONDENCE DATA

Fax Number: 2127514864
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: 212-906-1216
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:	03/04/2019

Total Attachments: 10

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of March 1, 2019 (this “Release”), is made by BARCLAYS BANK PLC, in such capacity as collateral agent for the Secured Parties pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”), in favor of P.F. Chang’s China Bistro, Inc. (“PFC”), a Delaware corporation, and Pei Wei Asian Diner, LLC (“PWAD”), a Delaware limited liability company (each a “Pledgor” and collectively, the “Pledgors”). Capitalized terms not otherwise defined in this Release shall have the meanings provided or provided by reference in the Trademark Security Agreement (as defined below).

WHEREAS, the Pledgors are party to that certain Security Agreement dated as of September 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the “Security Agreement”) in favor of the Administrative Agent.

WHEREAS, pursuant to the Security Agreement, Pledgors executed and delivered the Trademark Security Agreement, dated as of September 1, 2017 (the “Trademark Security Agreement”), in favor of the Administrative Agent, which was recorded in the records of the United States Patent and Trademark Office on September 11, 2017 at Reel 6151, Frame 0427 (with respect to PFC, as Pledgor) and Reel 6151, Frame 0450 (with respect to PWAD, as Pledgor).

WHEREAS, Pledgors executed and delivered the Trademark Security Agreement, dated as of June 28, 2018 (the “Supplemental Trademark Security Agreement”), in favor of the Administrative Agent, which was recorded in the records of the United States Patent and Trademark Office on June 28, 2018 at Reel 6366 Frame 0910 (with respect to PFC, as Pledgor) and Reel 6366, Frame 0886 (with respect to PWAD, as Pledgor).

WHEREAS, pursuant to the Security Agreement, the Trademark Security Agreement and Supplemental Trademark Security Agreement, each Pledgor pledged and granted 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 (collectively, the “Trademark Collateral”):

(a) 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) of such Pledgor on Schedule A attached hereto, 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 then or thereafter 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;

(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 thereunder 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).

WHEREAS, the Pledgors have requested that the Administrative Agent execute and deliver this Release to evidence the release of its Security Interest in the Trademark Collateral for filing and recordation with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Administrative Agent, without any representation, warranty or recourse of any kind or nature, hereby releases and terminates in its entirety its Lien on and security interest in and to the Trademark Collateral, and discharges, quit claims, and relinquishes unto each Pledgor, and re-assigns to each Pledgor, in each case as applicable, any and all right, title and interest it may have in and to the Trademark Collateral of such Pledgor.

[Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

BARCLAYS BANK PLC,
as Administrative Agent







By: _____
Name: Ritam Bhalla _____
Title: Director _____







[Signature Page to Release of Security Interest in Trademarks]






SCHEDULE A


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 Sum Street Fair 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 
P.F. Chang's China Bistro, Inc.	4,692,602	P.F. CHANG'S Chop Logo 
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



P.F. Chang's China Bistro, Inc.	5,273,782	Three-Dimensional Horse Design 
P.F. Chang's China Bistro, Inc.	5,601,433	SCIENCE OF THE 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
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	DINNER SELECTS
Pei Wei Asian Diner, LLC	4,156,005	DINNER 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 Asian Diner, LLC	4,786,881	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 

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 Asian Diner, LLC	4,863,934	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
Pei Wei Asian Diner, LLC	5,481,063	

Trademark Applications:

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

		
P.F. Chang's China Bistro, Inc.	86/656,798	P.F. CHANG'S
P.F. Chang's China Bistro, Inc.	86/656,811	P.F. CHANG'S HOME MENU (Stylized) 
P.F. Chang's China Bistro, Inc.	87/195,604	BOLDLY ASIAN. PURELY CRAFTED.
P.F. Chang's China Bistro, Inc.	87/195,610	BOLDLY ASIAN. PURELY CRAFTED.
P.F. Chang's China Bistro, Inc.	87/195,611	BOLDLY ASIAN. PURELY CRAFTED.
P.F. Chang's China Bistro, Inc.	87/239,058	PHO WRAP
P.F. Chang's China Bistro, Inc.	87/239,069	PHORRITO
P.F. Chang's China Bistro, Inc.	87/505,650	P.F. CHANG'S REWARDS
Pei Wei Asian Diner, LLC	87/497,515	PLAY WEI
Pei Wei Asian Diner, LLC	87/487,691	PEI WEI ASIAN EATERY
Pei Wei Asian Diner, LLC	87/487,696	PEI WEI ASIAN STREET KITCHEN
Pei Wei Asian Diner, LLC	87/487,684	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	PEI WEI ASIAN EATERY
Pei Wei Asian Diner, LLC	86/920270	EATING WELL IS WELL BEING