

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523647

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS - Release of Reel/Frame 6584-0589

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wok Investco LLC (f/k/a Wok Investco Inc.)		05/13/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Pei Wei Asian Diner, LLC
Street Address:	6191 N. State Hwy 161
City:	Irving
State/Country:	TEXAS
Postal Code:	75038
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
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
Registration Number:	5233458	EATING WELL IS WELL BEING

CH \$890.00 2541654

TRADEMARK

Property Type	Number	Word Mark
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 -67682.0001

NAME OF SUBMITTER: Jackson Alldredge

SIGNATURE: /Jackson Alldredge/

DATE SIGNED: 05/15/2019

Total Attachments: 7

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of May 13, 2019 (the “Effective Date”), is made by Wok Investco LLC (f/k/a Wok Investco Inc.), a Delaware corporation (the “Lender”), in its capacity as Lender under that certain Secured Revolving Loan Agreement, dated as of March 5, 2019 (the “Loan Agreement”), in favor of Pei Wei Asian Diner, LLC, a Delaware limited liability company (“Pei Wei”), and the Guarantors party thereto (the “Guarantors” and together with Pei Wei, collectively, the “Grantors”).

WHEREAS, pursuant to that certain Security Agreement, dated as of March 5, 2019 (the “Security Agreement”), made by Pei Wei and the Grantors from time to time party thereto in favor of the Lender, the Grantors granted to the Lender a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, Pei Wei executed and delivered that certain Trademark Security Agreement, dated as of March 5, 2019 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office (in such capacity, the “Trademark Grantor”);

WHEREAS, the Trademark Assignment was recorded with the United States Patent and Trademark Office on March 8, 2019 at Reel/Frame 6584/0589;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender 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 Lender, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademarks of Pei Wei, including but not limited to the trademarks set forth in Schedule I attached hereto, all Goodwill associated with such Trademarks, and all Proceeds of any and all of the foregoing, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Lender has acquired any right, title or interest in and to the Trademarks under the Trademark Security Agreement or the Security Agreement, the Lender, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Trademark Grantor. The Lender authorizes and requests that this Release be recorded at the United States Patent and Trademark Office.
3. Termination. The Lender, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Lender agrees to take all further actions, and provide to the Trademark Grantor all such cooperation and assistance (including, without limitation, the

execution and delivery of any and all documents or other instruments), reasonably requested by the Trademark Grantor, 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 Trademark Grantor acknowledges 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.

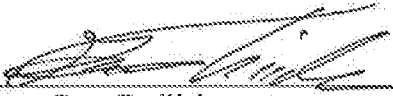
7. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed exclusively by, and construed in accordance with, the laws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

[Signature pages follow]

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

WOK INVESTCO LLC

By: **WOK INVESTCO II INC.**,
its sole member

By: 
Name: Gary Freilich
Title: Vice President, Secretary and Treasurer

[SIGNATURE PAGE TO RELEASE OF SECURITY INTERESTS IN TRADEMARKS (2019 LOAN)]

TRADEMARK
REEL: 006645 FRAME: 0609

GRANTOR:

PEI WEL ASIAN DINER, LLC

By: 

Name: James A. Lebs

Title: Chief Financial Officer

[SIGNATURE PAGE TO RELEASE OF SECURITY INTERESTS IN TRADEMARKS (2019 LOAN)]




TRADEMARK
REEL: 006645 FRAME: 0610

**SCHEDULE I
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

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

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.

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
None		