OMB No. 0651-0011 (exp. 4/94) 2/2/00

TRADEMARKS ONLY

03-06-2000

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached o

OIPE JC37 FEB 0 2 2000 PATENT & TRADEMARK OFFICE

1. Name of conveying party(ies):

CPK Management Company, Inc.
6053 W. Century Blvd., 11th Floor
Los Angeles, CA 90045-6442

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State
- ☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

2. Name and address of receiving party(ies):

Name: Bank of America, N.A., as Administrative Agent

Internal Address: Agency Management

Street Address: 1455 Market Street, 12th Floor
Mail Code: CA5-701-12-09

City: San Francisco State: CA ZIP: 94103-1399

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☒ Other a national banking association

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☒ Security Agreement
- ☐ Change of Name
- ☐ Other

Execution Date: October 29, 1999

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

75/605,326
75/270,194
75/679,650

B. Trademark Registration No.(s)

23,196	1,423,372	2,011,517
1,724,501	2,001,511	2,244,502
1,637,904	1,818,052	2,021,945
2,241,900	1,827,859	2,001,510

Additional numbers attached? ☐ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Bank of America, N.A.

Internal Address: Legal Department #24017

Attn: Peter H. Fuad

Street Address: 555 So. Flower Street, 8th Floor

Mail Code: CA9-706-08-02

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41) $ 390

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

03/06/2000 00000005 75605326
01 FC:4
02 FC:4

40.00 OP
350.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Sharon R. Hayes
Name of Person Signing

Sharon R. Hayes
Signature

1/26/00
Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

SUPPLEMENTAL SECURITY AGREEMENT
(TRADEMARKS)

THIS SUPPLEMENTAL SECURITY AGREEMENT (the "Supplemental Trademark Agreement") is made and dated this 29th day of October, 1999 by and between CPK Management Company, a California corporation (each, a "Debtor" and collectively, "Debtors"), and BANK OF AMERICA, N.A., a national banking association, as Administrative Agent (in such capacity, "Administrative Agent") for itself, Issuing Lender, Lenders and Indemnitees under (and as that term and capitalized terms not otherwise defined herein are defined in) that certain Credit Agreement dated as of October 29, 1999 among California Pizza Kitchen, Inc., a California corporation ("Borrower"), Lenders from time to time party thereto, Bank of America, N.A., as Administrative Agent, Swing Line Lender and Issuing Lender and Bankers Trust Company, as Documentation Agent (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement;" the terms defined therein being used herein as therein defined).

RECITALS

A. Pursuant to that certain Security Agreement dated as of even date herewith between each Debtor and Administrative Agent (the "Security Agreement"), each Debtor has granted to Administrative Agent a perfected security interest in certain assets of each Debtor, including, without limitation, all patents, trademarks, service marks, trade names, copyrights, goodwill, licenses and other intellectual property owned by each Debtor or used in each Debtor's business.

B. The parties hereto desire to supplement the Security Agreement as it relates to certain of such intellectual property consisting generally of trademarks and to create hereby a document appropriate for recordation in the Patent and Trademark Office of the United States (the "PTO").

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. **Confirmation of Grant of Security Interest**. Each Debtor hereby confirms the grant of security interest, pledge, assignment and mortgage set forth in the Security Agreement and acknowledges that the Collateral described therein includes, without limitation, all of each Debtor's right, title and interest in the following (the "Trademark Collateral"):

(a) All trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names trade styles and other source, product and business identifiers pertaining to the products, services and business of each Debtor

TRADEMARK
REEL: 002030 FRAME: 0255

in the United States, whether now owned or hereafter acquired, including, without limitation, the trademarks specifically described on Schedule I attached hereto, as the same may be amended or replaced from time to time with the consent of Administrative Agent;

(b) All now existing and hereafter arising registrations and applications for registration relating to any of the foregoing, all renewals and extensions thereof in the United States in perpetuity, and all rights to make such applications and to renew and extend the same;

(c) All now existing and hereafter arising rights and licenses to make, have made, use and/or sell any items disclosed and claimed by any of the foregoing;

(d) All now existing and hereafter arising right (but not the obligation) to register claims under any state or federal trademark law or regulation;

(e) All now existing and hereafter arising rights, claims and interests under licensing or other contracts pertaining to any of the foregoing to the extent such rights are assignable;

(f) All now existing and hereafter arising documents, instruments and agreements which reveal the name and address of sources of supply, distribution methods and all terms of purchase, rental, license or use and delivery for all materials, products and components used in connection with any of the foregoing;

(g) All now existing and hereafter arising specifications as to and quality control manuals used in connection with the operations conducted under the name of or in connection with the foregoing;

(h) All now existing and hereafter arising goodwill associated with any of the foregoing;

(i) All now existing and hereafter arising right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of each Debtor or Administrative Agent for past, present and future infringements of any of the foregoing;

(j) All products and proceeds of any of the foregoing.

2. Additional Representation and Warranty and Covenant. In addition to all representations and warranties, covenants and agreements set forth in the Security Agreement, each Debtor hereby:

(a) Represents and warrants that Schedule I attached hereto sets forth an accurate and complete list of all trademarks owned by each Debtor which are registered with the PTO as of the date hereof; and

(b) Agrees to promptly notify Administrative Agent in writing of any additional trademarks registered with the PTO of which each Debtor becomes the owner and to amend Schedule I accordingly.

TRADEMARK
REEL: 002030 FRAME: 0256

3. **No Present Assignment.** Neither the Security Agreement, this Supplemental Trademark Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the Trademark Collateral. Subject to the rights of Administrative Agent under the Security Agreement and this Supplemental Trademark Agreement, it is the intention of the parties hereto that each Debtor continue to own the Trademark Collateral and that upon the indefeasible payment and performance in full of each Debtor Obligations, the rights of Administrative Agent under the Security Agreement and this Supplemental Trademark Agreement in and to the Trademark Collateral shall be released and terminated.

4. **Relationship to Security Agreement.** The Trademark Collateral shall constitute Collateral for all purposes of the Security Agreement and the other Loan Documents and after the occurrence and during the continuance of an Event of Default Administrative Agent shall have all rights, powers and remedies with respect to the Trademark Collateral to the same extent as they have with respect to other Collateral. Reference is hereby made to the Security Agreement, the terms and conditions of which are incorporated herein by this reference.

EXECUTED as of the day and year first above written.

CPK MANAGEMENT COMPANY

By _____
H. G. Carrington, Jr.
Chief Financial Officer
and Secretary

BANK OF AMERICA, N.A.,
as Administrative Agent

By:_____
Patrick W. Zetzman
Vice President

TRADEMARK
REEL: 002030 FRAME: 0257

3. **No Present Assignment.** Neither the Security Agreement, this Supplemental Trademark Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the Trademark Collateral. Subject to the rights of Administrative Agent under the Security Agreement and this Supplemental Trademark Agreement, it is the intention of the parties hereto that each Debtor continue to own the Trademark Collateral and that upon the indefeasible payment and performance in full of each Debtor Obligations, the rights of Administrative Agent under the Security Agreement and this Supplemental Trademark Agreement in and to the Trademark Collateral shall be released and terminated.

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EXECUTED as of the day and year first above written.

CPK MANAGEMENT COMPANY

By _____
H. G. Carrington, Jr.
Chief Financial Officer
and Secretary

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Patrick W. Zetzman
Vice President

TRADEMARK
REEL: 002030 FRAME: 0258

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On October 28, 1999, before me, the undersigned, Notary Public in and for said State and County, personally appeared H.G. CARRINGTON, JR., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

NANCY MARINE
Commission # 1180672
Notary Public - California
Los Angeles County
My Comm. Expires May 20, 2002

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On January 25, 2000 (Date) before me, Steven Posin (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Christine Cordi (Name(s) of Signer(s)),

☑ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

STEVEN POSIN
Commission # 1127513
Notary Public - California
San Francisco County
My Comm. Expires Feb 26, 2001

WITNESS my hand and official seal.

Steven Posin
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Supplemental Security Agreement

Document Date: October 29, 1999 Number of Pages: 5

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Christine Cordi

☐ Individual
☑ Corporate Officer
Title(s): Vice President
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:
Bank of America
N. A.

Signer's Name: _____

☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

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LIST OF TRADEMARKS

California 6872-01067 CALIFORNIA PIZZA KITCHEN LOGO #2
Class: 100
Status: Registered Renewal Due: 20MY2005
Reg Date/No.: 20MY1985 23196
Appln Date/No.:

United States 6872-01071 ASAP CALIFORNIA PIZZA KITCHEN LOGO #4
Class: 42 30 29
Status: Pending Renewal Due:
Reg Date/No.:
Appln Date/No.: 14DE1998 75/605326

United States 6872-01074 CPK.
Class: 42
Status: Registered Renewal Due: 13OC2002
Reg Date/No.: 13OC1992 1724501
Appln Date/No.: 18FE1992 74/246883

United States 6872-01080 CALIFORNIA PIZZA KITCHEN
Class: 42
Status: Registered Renewal Due: 12MR2001
Reg Date/No.: 12MR1991 1637904
Appln Date/No.: 06MR1989 73/784968

United States 6872-01070 CALIFORNIA PIZZA KITCHEN
Class: 30
Status: Registered Renewal Due: 27AP2009
Reg Date/No.: 27AP1999 2.241.900
Appln Date/No.: 28MR1997 75/265470

United States 6872-01079 CALIFORNIA PIZZA KITCHEN LOGO #1
Class: 42
Status: Registered Renewal Due: 30DE2006
Reg Date/No.: 30DE1986 1423372
Appln Date/No.: 22MY1985 539019

United States 6872-01078 CALIFORNIA PIZZA KITCHEN LOGO #2
Class: 29 30
Status: Registered Renewal Due: 25JA2004
Reg Date/No.: 25JA1994 1818052
Appln Date/No.: 31AU1992 74/308906

United States 6872-01077 CALIFORNIA PIZZA KITCHEN LOGO #3
Class: 42
Status: Registered Renewal Due: 22MR2004 TO BE ABANDONED
Reg Date/No.: 22MR1994 1827859
Appln Date/No.: 19AP1993 74/380360

United States 6872-01068 CALIFORNIA PIZZA KITCHEN LOGO #6
Class: 30
Status: Pending Renewal Due: TO BE ABANDONED
Reg Date/No.:
Appln Date/No.: 07AP1997 75/270194

United States 6872-01076 CALIFORNIA PIZZA KITCHEN LOGO #6
Class: 42
Status: Registered Renewal Due: 29OC2006
Reg Date/No.: 29OC1996 2011517
Appln Date/No.: 24AP1995 74/665203

United States 6872-01138 CALIFORNIA PIZZA KITCHEN LOGO #7
Class: 30
Status: Pending Renewal Due: FILED TO REPLACE SN# 75/270194
LOGO #6 CLASS 30
Reg Date/No.:
Appln Date/No.: 12AP1999 75/679650

United States 6872-01130 CALIFORNIA PIZZA KITCHEN LOGO #7
Class: 42
Status: Registered Renewal Due: 11MY2009
Reg Date/No.: 11MY1999 2.244.502
Appln Date/No.: 05FE1998 75/429144

United States 6872-01073 CPK'SADILLAS, Class: 30
Status: Registered Renewal Due: 10DE2006
Reg Date/No.: 10DE1996 2021945
Appln Date/No.: 17OC1995 75/006675

United States 6872-01072 CPKIDS, Class: 30
Status: Registered Renewal Due: 17SE2006
Reg Date/No.: 17SE1996 2001510
Appln Date/No.: 16OC1995 75/006457

United States 6872-01081 CPKIDS, Class: 42
Status: Registered Renewal Due: 17SE2006
Reg Date/No.: 17SE1996 2001511
Appln Date/No.: 16OC1995 75/006458