

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Trademark Security Interest (Reel/Frame No. 0920/0495, Recorded 01/04/93)

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of the West (successor in interest to United California Bank, successor in interest to Tokai Bank of California)		08/16/2005	Unknown:

**RECEIVING PARTY DATA**

<b>Name:</b>	Panda Restaurant Group, Inc.
<b>Street Address:</b>	1683 Walnut Grove Avenue
<b>City:</b>	Rosemead
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91770
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	1477152	PANDA INN
Registration Number:	1516769	PANDA EXPRESS
Registration Number:	1555279	PANDA INN
Registration Number:	1707360	
Registration Number:	1575742	
Registration Number:	1708093	
Registration Number:	1773889	HIBACHI-SAN

**CORRESPONDENCE DATA**

Fax Number: (213)430-6407  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: gdurham@omm.com  
 Correspondent Name: Gina M. Durham, Esq.

CH \$190.00 1477152

Address Line 1: 400 South Hope Street  
Address Line 2: O'Melveny & Myers LLP  
Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Gina M. Durham
Signature:	/Gina M. Durham/
Date:	09/02/2005

**Total Attachments: 5**  
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## **RELEASE OF SECURITY INTEREST AND TRADEMARK ASSIGNMENT**

**RELEASE OF SECURITY INTEREST AND TRADEMARK ASSIGNMENT**  
("Release"), effective as of August 16, 2005 ("Effective Date"), is made by and between Panda Restaurant Group, Inc., a California corporation formerly doing business as Panda Express, Inc., and Panda Management Company, Inc. ("Debtor"), having its corporate offices at 1683 Walnut Grove Avenue, Rosemead, CA 91770, and Bank of the West, successor-in-interest to United California Bank, successor in interest to Tokai Bank of California ("Secured Party"), having offices at 300 S. Grand Ave., Los Angeles, CA 90071.

### **RECITALS**

A. On or before the date hereof, Debtor granted a security interest in certain trademarks, trade names, trade styles, service marks, copyrights, or patents (hereinafter collectively referred to as "Trademarks").

B. The obligations of Debtor owed to Secured Party and secured by the Trademarks have heretofore been satisfied in full and discharged by Secured Party.

NOW THEREFORE, in consideration of Debtor's full satisfaction of its obligations to Secured Party, for a valuable consideration and the mutual promises and covenants set forth herein, Debtor and Secured Party, agree as follows:

### **RELEASE**

The Secured Party hereby discharges and releases any and all liens and security interests it has in the Trademarks, including, but not limited to trademarks, trade names, trade styles and service marks, trademark licenses therefor and associated goodwill, and any intellectual property that may be derived or otherwise related to such trademark, as well as any and all liens and security interests Secured Party has in any proceeds related to the Trademarks, including, but not limited to, any claim by the Secured Party against third parties for past present, or future infringement, misappropriation, dilution, or injury to good will.

### **ASSIGNMENT**

In consideration of Debtor's full satisfaction of its obligations under said Security Agreement and Loan Agreement, the receipt and sufficiency of which is hereby acknowledged, the Secured Party and its successors and assigns, hereby assigns to Debtor (a) all right, title, interest in and to the said Trademarks, (b) all signs and symbols associated therewith, and all prints and labels on which the Trademarks appear, (c) the goodwill associated therewith, (d) all pending and future trademarks, service marks, signs, symbols and goodwill owned or used (or to be owned or used) by Debtor, (e) future registrations therefore, (f) renewals, and (g) all monies and claims for monies now or hereafter due or payable on or in respect of the foregoing trademarks, including without limitation all proceeds, the right to recover damages and profits for any past, present, or future infringements thereof, and the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world.

Secured Party agrees to execute and deliver at the request of Debtor, all papers, instruments, and assignments, and to perform any other reasonable acts that Debtor may require in order to vest all of Secured Party's rights, title, and interest in and to the Trademarks to Debtor and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in the possession or control of Secured Party, all at the expense of Debtor.

The Parties hereby authorize and request the governing body of any filing office to record this Release in connection with the Trademarks referenced above.

This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns. All rights hereunder shall accrue to, and all obligations hereunder shall be binding upon, the heirs, representatives, successors, assigns, and transferees of the Parties hereto. This Release shall be governed by and construed in accordance with the laws of the State of California without regard to the conflict of laws principles thereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Release of Security Interest and Trademark Assignment to be executed by their duly authorized representatives as of the Effective Date.

**BANK OF THE WEST** successor-in-interest to United California Bank successor in interest to Tokai Bank of California

By: \_\_\_\_\_

  
Name: Thomas Lo

Title: Senior Vice President

**PANDA RESTAURANT GROUP, INC.,**  
a California corporation

By: \_\_\_\_\_

Name: John F. Theuer

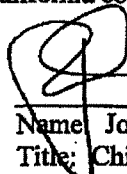
Title: Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have caused this Release of Security Interest and Trademark Assignment to be executed by their duly authorized representatives as of the Effective Date.

**BANK OF THE WEST** successor-in-interest to United California Bank successor in interest to Tokai Bank of California

By: \_\_\_\_\_  
Name: Thomas Lo  
Title: Senior Vice President

**PANDA RESTAURANT GROUP, INC.**,  
a California corporation

By:  \_\_\_\_\_  
Name: John F. Theuer  
Title: Chief Financial Officer

**SCHEDULE A**  
**Trademarks**

<b>Serial #:</b> <u>73554348</u>	<b>Filing Dt:</b> 08/19/1985	<b>Reg #:</b> <u>1477152</u>	<b>Reg. Dt:</b> 02/16/1988
<b>Mark:</b> PANDA INN			
<b>Serial #:</b> <u>73554352</u>	<b>Filing Dt:</b> 08/19/1985	<b>Reg #:</b> <u>1516769</u>	<b>Reg. Dt:</b> 12/13/1988
<b>Mark:</b> PANDA EXPRESS			
<b>Serial #:</b> <u>73768305</u>	<b>Filing Dt:</b> 12/09/1988	<b>Reg #:</b> <u>1555279</u>	<b>Reg. Dt:</b> 09/05/1989
<b>Mark:</b> PANDA INN			
<b>Serial #:</b> <u>73773408</u>	<b>Filing Dt:</b> 01/09/1989	<b>Reg #:</b> <u>1707360</u>	<b>Reg. Dt:</b> 08/11/1992
<b>Mark:</b>			
<b>Serial #:</b> <u>73773409</u>	<b>Filing Dt:</b> 01/09/1989	<b>Reg #:</b> <u>1575742</u>	<b>Reg. Dt:</b> 01/02/1990
<b>Mark:</b>			
<b>Serial #:</b> <u>74152057</u>	<b>Filing Dt:</b> 03/28/1991	<b>Reg #:</b> <u>1708093</u>	<b>Reg. Dt:</b> 08/18/1992
<b>Mark:</b>			
<b>Serial #:</b> <u>74264911</u>	<b>Filing Dt:</b> 04/13/1992	<b>Reg #:</b> <u>1773889</u>	<b>Reg. Dt:</b> 05/25/1993
<b>Mark:</b> HIBACHI-SAN			