

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
California Pizza Kitchen, Inc.		07/07/2011	CORPORATION: DELAWARE
CPK Management Company		07/07/2011	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	8377 East Hartford Drive, Suite 200
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85255
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3219326	CALIFORNIA PIZZA KITCHEN CPK
Registration Number:	2001511	CPKIDS
Registration Number:	3746054	CALIFORNIA PIZZA KITCHEN CPK
Registration Number:	3660814	PHILANTHROPIZZA
Registration Number:	2846096	LA FOOD SHOW
Registration Number:	3088882	THAI CRUNCH SALAD
Registration Number:	1818052	CALIFORNIA PIZZA KITCHEN CPK
Registration Number:	3099870	CALIFORNIA PIZZA KITCHEN
Registration Number:	1637904	CALIFORNIA PIZZA KITCHEN
Registration Number:	3108542	ASAP CALIFORNIA PIZZA KITCHEN
Registration Number:	2867291	LA FOOD SHOW
Registration Number:	2011517	CALIFORNIA PIZZA KITCHEN C-P-K
Registration Number:	1724501	CPK

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Registration Number:	2001510	CPKIDS
Registration Number:	2376109	ASAP CALIFORNIA PIZZA KITCHEN
Registration Number:	2241900	CALIFORNIA PIZZA KITCHEN
Registration Number:	3219321	CPK
Registration Number:	3569680	CALIFORNIA PIZZA KITCHEN ASAP

CORRESPONDENCE DATA

Fax Number: (949)475-4754
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 949-451-3800
Email: skann@gibsondunn.com
Correspondent Name: Stephanie S. Kann, Senior Paralegal
Address Line 1: 3161 Michelson Drive
Address Line 2: Gibson, Dunn & Crutcher LLP
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	32207-00143
NAME OF SUBMITTER:	Stephanie S. Kann
Signature:	/stephanie s. kann/
Date:	07/07/2011

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 7, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 7, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(i) all renewals and extensions of the foregoing;

(ii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in such Grantor's reasonable business judgment in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

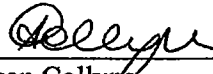
CALIFORNIA PIZZA KITCHEN, INC.
as Grantor

By: 
Name: Susan Collyns
Title: Chief Financial Officer

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004577 FRAME: 0167

CPK MANAGEMENT COMPANY
as Grantor

By: 
Name: Susan Collyns
Title: Chief Financial Officer

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004577 FRAME: 0168

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By

Name:


JOHN M. STEIDLE

Title:

DULY AUTHORIZED SIGNATORY

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004577 FRAME: 0169

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations & Applications

Mark Name	Owner	Jurisdiction	Reg. No. (or App. No., as applicable)	Status
CALIFORNIA PIZZA KITCHEN Logo #10	CPK MANAGEMENT COMPANY	United States	3219326	Registered
CPKIDS	CPK MANAGEMENT COMPANY	United States	2001511	Registered
CALIFORNIA PIZZA KITCHEN Logo #10	CPK MANAGEMENT COMPANY	United States	3746054	Registered
PHILANTHROPIZZA	CPK MANAGEMENT COMPANY	United States	3660814	Registered
LA FOOD SHOW and Design	CALIFORNIA PIZZA KITCHEN, INC.	United States	2846096	Registered
THAI CRUNCH SALAD	CPK MANAGEMENT COMPANY	United States	3088882	Registered
CALIFORNIA PIZZA KITCHEN Logo #6	CPK MANAGEMENT COMPANY	United States	1818052	Registered
CALIFORNIA PIZZA KITCHEN Logo #8	CPK MANAGEMENT COMPANY	United States	3099870	Registered
CALIFORNIA PIZZA KITCHEN	CPK MANAGEMENT COMPANY	United States	1637904	Registered
CALIFORNIA PIZZA KITCHEN Logo #9	CPK MANAGEMENT COMPANY	United States	3108542	Registered
LA FOOD SHOW	CALIFORNIA PIZZA KITCHEN, INC.	United States	2867291	Registered
CALIFORNIA PIZZA KITCHEN Logo #6	CPK MANAGEMENT COMPANY	United States	2011517	Registered
CPK	CPK MANAGEMENT COMPANY	United States	1724501	Registered

CPKIDS	CPK MANAGEMENT COMPANY	United States	2001510	Registered
CALIFORNIA PIZZA KITCHEN Logo #4	CPK MANAGEMENT COMPANY	United States	2376109	Registered
CALIFORNIA PIZZA KITCHEN	CPK MANAGEMENT COMPANY	United States	2241900	Registered
CPK Logo	CPK MANAGEMENT COMPANY	United States	3219321	Registered
CALIFORNIA PIZZA KITCHEN ASAP	CPK MANAGEMENT COMPANY	United States	3569680	Registered