

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PEI WEI ASIAN DINER, INC.		10/26/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMORGAN CHASE BANK, N.A.
<b>Street Address:</b>	2200 Ross Avenue
<b>Internal Address:</b>	3rd Floor, TX1-2903
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75201
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Serial Number:	85448097	DINER SELECTS
Serial Number:	85448101	DINER SELECTS
Registration Number:	3546588	EAST OF USUAL
Serial Number:	85340415	KID'S WEI
Serial Number:	77301041	PEI WEI
Serial Number:	77301048	PEI WEI
Registration Number:	3411637	PEI WEI
Registration Number:	3429279	PEI WEI ASIAN DINER PEI WEI ASIAN DINER
Registration Number:	4015271	PEI WEI
Serial Number:	85182712	PEI WEI TAKEAWAY
Serial Number:	85182715	PEI WEI TAKEAWAY
Registration Number:	2541654	
Registration Number:	2598916	PEI WEI

CH \$415.00 85448097

Registration Number:	2632664	PEI WEI ASIAN DINER
Registration Number:	3005828	PEI WEI ASIAN DINER
Registration Number:	3241722	PEI WEI ASIAN DINER

**CORRESPONDENCE DATA**

Fax Number: (602)229-5690  
Phone: 602-229-5228  
Email: noehler@quarles.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Heather L. Buchta  
Address Line 1: Two North Central Avenue  
Address Line 2: One Renaissance Square  
Address Line 4: Phoenix, ARIZONA 85004-2391

ATTORNEY DOCKET NUMBER:	033578.00092
NAME OF SUBMITTER:	Heather L. Buchta
Signature:	/Heather L. Buchta/
Date:	11/02/2011

**Total Attachments: 49**

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## **AMENDMENT TO PLEDGE AND SECURITY AGREEMENT**

This Amendment (the "Amendment") is made as of October 26, 2011, by PEI WEI ASIAN DINER, INC., a Delaware corporation ("Debtor"), and JPMORGAN CHASE BANK, N.A., in its capacity as Administrative Agent (the "Agent") for the lenders party to the Credit Agreement referred to below (collectively, "Lenders").

### **RECITALS**

A. Debtor previously executed and delivered to Agent for various lenders a party thereto that Pledge and Security Agreement dated August 31, 2007 (the "Security Agreement") with respect to that Credit Agreement dated as of August 31, 2007 (the "Original Credit Agreement") between P.F. Chang's China Bistro, Inc., a Delaware corporation ("Borrower"), Agent and various lenders a party thereto.

B. Borrower, Agent and Lenders have entered into that certain Amended and Restated Credit Agreement dated of even date herewith (as amended, modified and/or restated from time to time, "Amended and Restated Credit Agreement") amending and restating the Original Credit Agreement.

NOW, THEREFORE, in consideration of the premises, the promises hereinafter set forth and for other good and valuable consideration, the receipt of which, is hereby acknowledged, Debtor and Agent hereby confirm and agree as follows:

### **AGREEMENT**

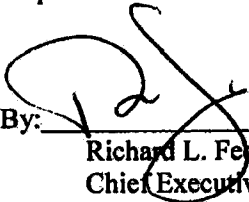
1. The Security Agreement is hereby amended as follows:
  - (a) All references to the "Credit Agreement" therein are hereby amended to refer to the Amended and Restated Credit Agreement.
  - (b) Attachment I to Exhibit "A" to the Security Agreement is hereby replaced with Attachment I to Exhibit "A" attached hereto an incorporated herein by reference.
  - (c) Exhibit "B" to the Security Agreement is hereby replaced with Exhibit "B" attached hereto an incorporated herein by reference.
2. Debtor confirms and restates all the representations and warranties contained in the Security Agreement, as amended hereby, as of the date hereof.
3. All security interests and rights granted by Debtor to Agent in the Security Agreement shall remain as security for the Obligations (as defined in the Security Agreement).
4. Debtor will execute and deliver such further instruments and do such other things as in the sole opinion of Agent are necessary or desirable to effect the intent of this Amendment and to secure to Agent and Lenders the benefits of all rights, authorities and remedies conferred upon Agent and Lenders by the terms of this Amendment.

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5. Debtor and Agent hereby ratify and confirm the Security Agreement, as amended hereby, in all respects; and, as amended hereby, the terms thereof shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is duly executed by Debtor and Agent as of the day and year first written above.

PEI WEI ASIAN DINER, INC., a Delaware corporation

By:  \_\_\_\_\_  
Richard L. Federico  
Chief Executive Officer

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By: \_\_\_\_\_  
Gregory T. Martin, its Vice President

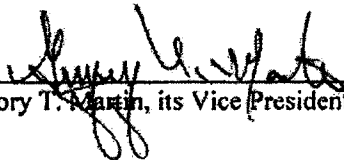
5. Debtor and Agent hereby ratify and confirm the Security Agreement, as amended hereby, in all respects; and, as amended hereby, the terms thereof shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is duly executed by Debtor and Agent as of the day and year first written above.

PEI WEI ASIAN DINER, INC., a Delaware  
corporation

By: \_\_\_\_\_  
Richard L. Federico  
Chief Executive Officer

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent

By: \_\_\_\_\_  
  
Gregory T. Martin, its Vice President

ATTACHMENT I  
TO  
EXHIBIT "A"

**PEI WEI ASIAN DINER  
STORE LIST\*  
(AS OF SEPTEMBER 23, 2011)**

8787 N. Scottsdale Road, Suites 214/216 Scottsdale, AZ 85258	20851 N. Scottsdale Road, Suite 3 Scottsdale, AZ 85255
1085 West Queen Creek Road, Suite 1 Chandler, AZ 85248	32607 N. Scottsdale Road, Suite 107 Scottsdale, AZ 85262
5781 Alton Parkway Irvine, CA 92618	845 E. University Blvd., Suite 135 Tucson, AZ 85719
1560A Leucadia Boulevard Encinitas, CA 92024	14835 East Shea Boulevard, Suite 100 Fountain Hills, AZ 85268
1084 South Gilbert Road, Suite 601 Gilbert, AZ 85296	742 East Glendale, Suite 110 Phoenix, AZ 85020
9352 S. Colorado Boulevard, Suite G-1 Highlands Ranch, CO 80126	20022 North 67 <sup>th</sup> Avenue, Suite 100 Glendale, AZ 85308
1302 Bison Avenue Newport Beach, CA 92660	4340 East Indian School Road, Suite 23 Phoenix, AZ 85018
7131 West Ray Road Chandler, AZ 85226	18204 Preston Road, Suite E-1 Dallas, TX 75252
3412 Hebron Parkway, Suite 100 Carrollton, TX 75010	5110 Buffalo Speedway, Suite 100 Houston, TX 77005
19075 I.H. 45 South, Suite 480 Shenandoah, TX 77385	5900 Overton Ridge Blvd., Suite 130 Fort Worth, TX 76132
7600 N. MacArthur Blvd., Suite 105 Irving, TX 75063	4133 East Cooper Street, Suite 307 Arlington, TX 76015
3001 Knox Street, Suite 100 Dallas, TX 75205	16101 Kensington Drive Sugar Land, TX 77479
1311 West Sunset Road	24250 Valencia Boulevard

Henderson, NV 89014

5203 FM 1960 West, Suite E  
Houston, TX 77069  
8305 Westchester Drive  
Dallas, TX 75225

713 Hebron Parkway, Suite 200  
Lewisville, TX 75057

3455 East Foothill Boulevard  
Pasadena, CA 91107

11700 Preston Road, Suite A  
Dallas, TX 75230

5285 E. Broadway Boulevard, Suite 151  
Tucson, AZ 85711

10373 South State Street  
Sandy, UT 84070

3426 E. Baseline Road, Suite 121  
Mesa, AZ 85204

702 Kingwood Drive  
Kingwood, TX 77339

12901 N. I-35 Service Road  
Building 15, Suite 1540  
Austin, TX 78753

1005 Waugh Street, Suite A  
Houston, TX 77019

1802 N. Loop, 1604 East  
San Antonio, TX 78232

14255 Colfax Drive  
Lakewood, CO 80401

12020 FM 1960 West  
Houston, TX 77065

4200 South Lamar Boulevard  
Austin, TX 78704

Santa Clarita, CA 91355

200 Quebec Street, Bldg. 100, Suite 115  
Denver, CO 80230  
1582 East Southlake Boulevard  
Southlake, TX 76092

1008 W. McDermott Drive, Suite A  
Allen, TX 75013

2777 Pacific Coast Highway  
Torrance, CA 90505

2201 Louisiana Boulevard NE, Suite G  
Albuquerque, NM 87110

1028 East 2100 South, Suite 3  
Salt Lake City, UT 84106

5954 South Yale Avenue  
Tulsa, OK 74135

7148 N. Academy Boulevard  
Colorado Springs, CO 80920

1590 South Mason Road, Suite A  
Katy, TX 77450

4801 Beltline Road  
Addison, TX 75254

19411-A Gulf Freeway  
Webster, TX 77598

1841 Belle Isle Boulevard  
Oklahoma City, OK 73118

1000 East 41<sup>st</sup> Street  
Austin, TX 78751

10373 South State Street  
Sandy, UT 84070

11267 Huebner Road  
San Antonio, TX 78230

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4517 Weston Road  
Weston, FL 33331

1141 East 2<sup>nd</sup> Street, Suite 100-A  
Edmond, OK 73034

1825 Guadalupe, Suite F-112  
Tempe, AZ 85283

3011 East Colonial Drive  
Orlando, FL 32803

633 W. Ina Road  
Tucson, AZ 85718

6302 York Road  
Baltimore, MD 21212

10251 Little Brier Creek Lane, Suite 112  
Raleigh, NC 27617

980A University Drive East #4  
College Station, TX 77840

601 West 15<sup>th</sup> Street, Suite 101  
Plano, TX 75075

6478 Dobbin Center Way, Suite A  
Columbia, MD 21045

2222 McKinney Avenue, Suite 100  
Dallas, TX 75201

4170 Lavon Drive  
Garland, TX 75040

2600 West 7<sup>th</sup> Street, Suite 101  
Fort Worth, TX 76107

10610, Bay 10, Forest Hill Blvd.  
Wellington, FL 33411

10420 Coors Bypass NW, Suite 1B  
Albuquerque, NM 87114

101 Creekside Crossing, Suite 1800  
Brentwood, TN 37027

10830 West Charleston Blvd., Suite 110  
Las Vegas, NV 89135

8300 Tamarack Village, Suite 102  
Woodbury, MN 55125

10575 S. Eastern Avenue, Suite 100  
Henderson, NV 89052

12561 Castlemoor Drive  
Eden Prairie, MN 55344

13855 Conlan Circle, Suite J  
Charlotte, NC 28277

14008 Memorial Drive, Suite A  
Houston, TX 77079

10251 Little Brier Creek Lane, Suite 112  
Raleigh, NC 27617

7621 Edinger, Suite 102  
Huntington Beach, CA 92647

1750 N. Congress Avenue, Suite 700  
Boynton Beach, FL 33426

267 E. Bell Road, Suite 1  
Phoenix, AZ 85022

23632 El Toro Road  
Lake Forest, CA 92630

1680 Union Avenue, Suite 109  
Memphis, TN 38104

4408 Falls of Neuse Road  
Raleigh, NC 27619

4609 West Kenosha Street  
Broken Arrow, OK 74012

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11398 Bandera Road, Bldg. 3, #304  
San Antonio, TX 78249

4210 82<sup>nd</sup> Street, Suite 230  
Lubbock, TX 79423

15141 West 119<sup>th</sup> Street  
Olathe, KS 66062

4461 Market Commons Drive  
Fairfax, VA 22033

9222 Metcalf Avenue  
Overland Park, KS 66212

1413 South Voss Road, Suite A  
Houston, TX 77057

1107 Walnut Street  
Cary, NC 27511

3000 South Central Expressway  
McKinney, TX 75070

11430 Olive Blvd.  
Creve Coeur, MO 63141

1675 29<sup>th</sup> Street, Suite 1284  
Boulder, CO 80301

205 North University Avenue  
Little Rock, AR 72205

1619 North Dysart Road, Suite 101  
Avondale, AZ 85323

8412 Preston Road, Suite 400  
Plano, TX 75024

2100 North Collins Street, Suite 120  
Arlington, TX 76011

7500 North Mesa Street, Suite 101  
El Paso, TX 79912

3535 South Peoria  
Tulsa, OK 74105

71 North 500 West, Suite A  
West Bountiful, UT 84010

1911 Medical Center Parkway, Suite A  
Murfreesboro, TN 37129

10562 Craftsman Way, Suite 9A  
San Diego, CA 92127

13429 U.S. Highway 183 North  
Austin, TX 78750

13937 Lakeside Circle, Suite 113  
Sterling Heights, MI 48313

8885 Ladue Road, Suite 1  
Ladue, MO 63124

4300A West Waco Drive, Suite 1  
Waco, TX 76710

7571 Sawmill Road  
Dublin, OH 43017

5753 Twelve Mile Road  
Warren, MI 48092

522 North Pine Island Road  
Plantation, FL 33324

3350 South Soncy, Suite 194  
Amarillo, TX 79124

7620 W. Denton Highway, Suite 632  
Watauga, TX 76148

2695 Park Avenue  
Tustin, CA 92782

430 West Loop 1604 North, Suite 101  
San Antonio, TX 78251

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31367 Orchard Lake Road  
Farmington Hills, MI 48334

217 S. Dale Mabry Highway  
Tampa, FL 33609

12927 N. Dale Mabry Highway  
Tampa, FL 33618

3050 Dowlen Road, Suite N  
Beaumont, TX 77706

1931 South Loop 288, Suite 130  
Denton, TX 76205

701 W. McDowell, Suite 101  
Phoenix, AZ 85003

2257 N. Germantown Parkway, Ste. 110  
Memphis, TN 38138

2338 Woodland Crossing Drive, Suite A  
Herndon, VA 20171

113 South Las Posas Road, Suite 110  
San Marcos, CA 92078

1325 George Dieter Drive, Space H2  
El Paso, TX 79936

4017 Hillsboro Pike, Ste. 301  
Nashville, TN 37215

2050 Polaris Parkway  
Columbus, OH 43240

2355 Vanderbilt Beach Road, Ste. 116  
Naples, FL 34109

528A East Market Street  
Leesburg, VA 20176

999 E. Basse Road, Suite 199  
San Antonio, TX 78209

4040 City Avenue, Bldg. 2, Space 2  
Philadelphia, PA 19131

1025 Camino De La Reina, Suite P-5  
San Diego, CA 92108

22000 Dulles Retail Plaza, Suite 190  
Dulles, VA 20166

15519 NW 67<sup>th</sup> Avenue  
Miami Lakes, FL 33014

1148 E. Fort Union Blvd., Unit #162  
Midvale, UT 84047

1500 24<sup>th</sup> Ave. N.W.  
Norman, OK 73069

540 South Mendenhall Road, Suite 9  
Memphis, TN 38117

13616 North Kendall Drive  
Miami, FL 33186

2050 Route 70 West  
Cherry Hill, NJ 08002

2441 North Maize Road, Suite 1501  
Wichita, KS 67205

43170 Grand River Avenue  
Novi, MI 48375

1206 Walton Blvd.  
Rochester, MI 48307

12235 Seal Beach Blvd.  
Seal Beach, CA 90740

4155 Morse Crossing  
Columbus, OH 43219

11049 Pines Blvd., Ste. 424  
Pembroke Pines, FL 33026

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3090 FM 407, Ste. 306  
Highland Village, TX 75077

1402 66<sup>th</sup> Street  
St. Petersburg, FL 33710

400 Route 38, Ste. 8120  
Moorestown, NJ 08057

8015 Turkey Lake Road, Ste. 400  
Orlando, FL 32819

5932 Fairmont Parkway, Ste. 150  
Pasadena, TX 77505

5330 Cedar Lake Road  
St. Louis Park, MN 55416

7152-B Beracasa Way  
Boca Raton, FL 33433

5035 Wellington Road  
Gainesville, VA 20155

14155 W. Bell Road, Suite 113  
Surprise, AZ 85374

2501 W. Osceola Parkway  
Kissimmee, FL 34741

200 University Boulevard, Suite 100  
Round Rock, TX 78665

4517 Chino Hills Parkway, Suite E  
Chino Hills, CA 91709

11302 Broadway, Suite 102  
Pearland, TX 77584

3970 Buchtel Boulevard, Suite 107  
Denver, CO 80210

950 Baltimore Pike  
Springfield, PA 19064

30278 Woodward Avenue  
Royal Oak, MI 48073

12913 Galleria Circle, Suite 101  
Bee Cave, TX 78738

11301 Parkside Drive, Suite 1200  
Knoxville, TN 37901

8511 Cooper Creek Boulevard  
University Park, FL 34201

730 East Big Beaver Road  
Troy, MI 48083

3402 Technological Avenue, Suite 232  
Orlando, FL 32817

2709 N. Elston Avenue  
Chicago, IL 60647

7135 S. Kingery Hwy  
Hinsdale, IL 60527

18801 Biscayne Blvd., Ste. B  
Aventura, FL 33180

6159 N. Keystone Ave., Ste. 100  
Indianapolis, IN 46220

1730 N. Federal Hwy  
Fort Lauderdale, FL 33305

**\* All facilities are leased restaurant locations.**





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**EXHIBIT "B"**  
(See Section 3.9 of Security Agreement)

- A. [Intentionally left blank.]
- B. [Intentionally left blank.]
- C. Patents, copyrights, trademarks protected under federal or foreign law:







**See attached.**

International Trademarks

Country	Mark	Owner	App. No./Reg. No.	Classes	Status
Algeria	PEI WEI	Assigned from PFCCB Administration, Inc.	83319	43	Pending
Argentina	PEI WEI	Pei Wei Asian Diner, Inc.	2300071	43	Registered.
Argentina	PEI WEI ASIAN DINER and Design 	Pei Wei Asian Diner, Inc.	3049386	43	Pending
Argentina	PEI WEI TakeAway and Design 	Pei Wei Asian Diner, Inc.	3049378	43	Pending
Argentina	East of Usual (word mark)	Pei Wei Asian Diner, Inc.	3049390	43	Pending
Argentina	Pei Wei TakeAway	Pei Wei Asian Diner, Inc.	3049388	43	Pending
Australia	PEI WEI	Pei Wei Asian Diner, Inc.	829443	42	Registered.
Australia	PEI WEI ASIAN DINER and Design 	Pei Wei Asian Diner, Inc.	891402	42	Registered.
Australia	Bowl Man Design 	Pei Wei Asian Diner, Inc.	891403	42	Registered.





Country	Mark	Owner	App. No./Reg. No.	Classes	Status
Australia	P.F. CHANG'S CHINA BISTRO and Design 	Assigned from PFCCB Administration, Inc.	864408	42	Registered.
Bahamas	PEI WEI	Pei Wei Asian Diner, Inc.	Awaiting issuance of filing number	43	Pending
Bahrain	P.F. CHANG'S	Assigned from PFCCB Administration, Inc.	67672	43	Pending.  Merger documents sent. Can only be recorded once mark has registered.
Bahrain	PEI WEI ASIAN DINER and Design 	Pei Wei Asian Diner, Inc.	84374	43	Pending  Merger documents sent. Can only be recorded once mark has registered.
Bahrain	PEI WEI TakeAway and Design 	Pei Wei Asian Diner, Inc.	84376	43	Pending.
Bahrain	East of Usual	Pei Wei Asian Diner, Inc.	84377	43	Pending.
Bahrain	Pei Wei TakeAway	Pei Wei Asian Diner, Inc.	84375	43	Pending.
Brazil	PEI WEI	Pei Wei Asian Diner, Inc.	829884840	43	Pending.
Brazil	PEI WEI ASIAN DINER and Design 	Pei Wei Asian Diner, Inc.	830882235	43	Pending.
Brazil	PEI WEI TakeAway and Design 	Pei Wei Asian Diner, Inc.	830882243	43	Pending.
Brazil	East of Usual	Pei Wei Asian Diner, Inc.	830882251	43	Pending.
Brazil	Pei Wei TakeAway	Pei Wei Asian Diner, Inc.	830882278	43	Pending.

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Country	Mark	Owner	App. No./Reg. No.	Classes	Status
Canada	PEI WEI ASIAN DINER and Design 	Pei Wei Asian Diner, Inc.	TMA780573	43	Registered.
Canada	PEI WEI ASIAN DINER and Design 	Pei Wei Asian Diner, Inc.	1431468	43	Pending.
Chile	PEI WEI	Pei Wei Asian Diner, Inc.	851753	43	Registered.
Chile	PEI WEI ASIAN DINER and Design 	Pei Wei Asian Diner, Inc.	932069	43	Published.
Chile	PEI WEI TakeAway and Design 	Pei Wei Asian Diner, Inc.	932070	43	Published.
Chile	East of Usual (word mark)	Pei Wei Asian Diner, Inc.	932071	43	Published.
China	PEI WEI	PFCCB Administration, Inc.	6879916	43	Registered.
Costa Rica	PEI WEI	Pei Wei Asian Diner, Inc.	01/2011-003216	43	Pending
CTM	PEI WEI	Pei Wei Asian Diner, Inc.	2406130	16, 35, 42	Registered.
CTM	PEI WEI ASIAN DINER & Design 	Pei Wei Asian Diner, Inc.	2404085	16, 35, 42	Registered.
CTM	Bowl Man Design 	Pei Wei Asian Diner, Inc.	2407127	16, 35, 42	Registered.

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Country	Mark	Owner	App. No./Reg. No.	Classes	Status
CTM	PEI WEI ASIAN DINER and Design 	Pei Wei Asian Diner, Inc.	009546342	43	Registered.
CTM	PEI WEI TakeAway and Design 	Pei Wei Asian Diner, Inc.	009546144	43	Registered.
CTM	East of Usual (word mark)	Pei Wei Asian Diner, Inc.	009545567	43	Registered.
CTM	Pei Wei TakeAway	Pei Wei Asian Diner, Inc.	009545484	43	Registered.
Dominican Republic	PEI WEI	Pei Wei Asian Diner, Inc.	2011-8786	43	Pending
Egypt	PEI WEI	Assigned from PFCCB Administration, Inc.	220207	43	Pending.  Documents sent for recordal of merger. Awaiting Trademark Office recordal.
Egypt	PEI WEI ASIAN DINER and Design 	Assigned from PFCCB Administration, Inc.	220208	43	Pending  Documents sent for recordal of merger. Awaiting Trademark Office recordal.
Egypt	PEI WEI TakeAway and Design 	Pei Wei Asian Diner, Inc.	253816	43	Pending.
Egypt	East of Usual (word mark)	Pei Wei Asian Diner, Inc.	253818	43	Pending.
Egypt	Pei Wei TakeAway (word mark)	Pei Wei Asian Diner, Inc.	253817	43	Pending.
Guatemala	PEI WEI	Pei Wei Asian Diner, Inc.	2011-002867	43	Pending
Honduras	PEI WEI	Pei Wei Asian Diner, Inc.	17455-11	43	Pending.
Hong Kong	PEI WEI	Pei Wei Asian Diner, Inc.	301100780	43	Registered.









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Country	Mark	Owner	App. No./Reg. No.	Classes	Status
Hong Kong	PEI WEI ASIAN DINER and Design 	Pei Wei Asian Diner, Inc.	301100807	43	Registered.
India	PEI WEI	Assigned from PFCCB Administration, Inc.	1713946	42	Registered. Documents sent for recordal of merger. Awaiting Trademark Office recordal.
India	PEI WEI ASIAN DINER and Design 	Pei Wei Asian Diner, Inc.	2058156	43	Pending.
India	PEI WEI TakeAway and Design 	Pei Wei Asian Diner, Inc.	2058158	43	Pending.
India	East of Usual (word mark)	Pei Wei Asian Diner, Inc.	2058157	43	Pending.
Indonesia	PEI WEI	PFCCB Administration, Inc.	IDM000249710	43	Registered.
Japan	PEI WEI	Assigned from PFCCB Administration, Inc.	5222224	43	Registered.
Jordan	PEI WEI	Assigned from PFCCB Administration, Inc.	102279	43	Registered. Documents sent for recordal of merger. Awaiting Trademark Office recordal.
Kuwait	PEI WEI	Pei Wei Asian Diner, Inc.	81785	42	Registered.
Kuwait	PEI WEI ASIAN DINER and Design 	Pei Wei Asian Diner, Inc.	81786	42	Registered.





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Country	Mark	Owner	App. No./Reg. No.	Classes	Status
Kuwait	PEI WEI TakeAway and Design 	Pei Wei Asian Diner, Inc.	116580	43	Pending.
Kuwait	East of Usual (word mark)	Pei Wei Asian Diner, Inc.	116581	43	Pending.
Kuwait	Pei Wei TakeAway (word mark)	Pei Wei Asian Diner, Inc.	116582	43	Pending.
Kuwait	PEI WEI ASIAN DINER and Design 	Pei Wei Asian Diner, Inc.	117162	43	Pending.
Lebanon	PEI WEI	Pei Wei Asian Diner, Inc.	135060	43	Registered.
Libya	PEI WEI	Assigned from PFCCB Administration, Inc.	18166	43	Pending. Assignment documents sent to counsel, cannot record until after application registers.
Malaysia	PEI WEI	Assigned from PFCCB Administration, Inc.	08015179	43	Registered.
Mexico	Bowl Man Design 	Pei Wei Asian Diner, Inc.	731867	42	Registered. Client handling.
Mexico	Bowl Man Design 	Pei Wei Asian Diner, Inc.	1167662	43	Pending Client handling.
Mexico	PEI WEI	Pei Wei Asian Diner, Inc.	730312	42	Registered. Client handling.
Mexico	PEI WEI	Pei Wei Asian Diner, Inc.	1135761	35	Registered. Client handling.





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Country	Mark	Owner	App. No./Reg. No.	Classes	Status
Mexico	PEI WEI ASIAN DINER and Design 	Pei Wei Asian Diner, Inc.	758584	43	Registered. Client handling.
Mexico	PEI WEI ASIAN DINER and Design 	Pei Wei Asian Diner, Inc.	1167664	43	Pending. Client handling.
Mexico	PEI WEI	Pei Wei Asian Diner, Inc.	1167666	43	Pending. Client handling.
Mexico	PEI WEI ASIAN DINER and Design 	Pei Wei Asian Diner, Inc.	1207483	43	Registered. Client handling.
Mexico	EAST OF USUAL	Pei Wei Asian Diner, Inc.	1200741	43	Registered. Client handling.
Mexico	PEI WEI TAKEAWAY 	Pei Wei Asian Diner, Inc.	1207484	43	Registered. Client handling.
Mexico		Pei Wei Asian Diner, Inc.	1048687	35	Registered. Client handling.
Mexico		Pei Wei Asian Diner, Inc.	4089222	43	Registered. Client handling.
Mexico	PEI WEI ASIAN DINER & design 	Pei Wei Asian Diner, Inc.	1106337	35	Registered. Client handling.
Mexico	PEI WEI ASIAN DINER & design 	Pei Wei Asian Diner, Inc.	1118765	43	Registered. Client handling.
Morocco	PEI WEI	Assigned from PFCCB Administration, Inc.	118683	43	Registered.





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Country	Mark	Owner	App. No./Reg. No.	Classes	Status
Norway	PEI WEI	Pei Wei Asian Diner, Inc.	261532	43	Registered.
Oman	PEI WEI	Assigned from PFCCB Administration, Inc.	52479	43	Registered. Merger and Assignment documents being sent to counsel
Oman	PEI WEI ASIAN DINER and Design 	Pei Wei Asian Diner, Inc.	65720	43	Pending.
Oman	PEI WEI TakeAway and Design 	Pei Wei Asian Diner, Inc.	65719	43	Pending.
Oman	East of Usual (word mark)	Pei Wei Asian Diner, Inc.	65717	43	Pending..
Oman	Pei Wei TakeAway (word mark)	Pei Wei Asian Diner, Inc.	65718	43	Pending.
Panama	P.F. CHANG'S	P.F. Chang's China Bistro, Inc.	199881-01	43	Pending.
Panama	PEI WEI	Pei Wei Asian Diner, Inc.	199882-01	43	Pending.
Philippines	PEI WEI ASIAN DINER and Design 	Pei Wei Asian Diner, Inc.	4-2010-012711	43	Pending.
Philippines	PEI WEI TakeAway and Design 	Pei Wei Asian Diner, Inc.	4-2010-012712	43	Pending
Philippines	East of Usual (word mark)	Pei Wei Asian Diner, Inc.	4-2010-012713	43	Pending.
Philippines	Pei Wei TakeAway (word mark)	Pei Wei Asian Diner, Inc.	4-2010-012714	43	Pending.


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Country	Mark	Owner	App. No./Reg. No.	Classes	Status
Puerto Rico	PEI WEI ASIAN DINER and Design 	Assigned from PFCCB Administration, Inc.	72407	35	Registered.  Documents sent for recordal of merger. Awaiting Trademark Office recordal.
Puerto Rico	PEI WEI ASIAN DINER and Design 	Assigned from PFCCB Administration, Inc.	72405	43	Registered.  Documents sent for recordal of merger. Awaiting Trademark Office recordal.
Puerto Rico	PEI WEI	Assigned from PFCCB Administration, Inc.	71750	35	Registered.  Documents sent for recordal of merger. Awaiting Trademark Office recordal.
Puerto Rico	PEI WEI	Assigned from PFCCB Administration, Inc.	71749	43	Registered.  Documents sent for recordal of merger. Awaiting Trademark Office recordal.
Puerto Rico	PEI WEI ASIAN DINER and Design 	Pei Wei Asian Diner, Inc.	74018	42	Pending.
Puerto Rico	PEI WEI TakeAway and Design 	Pei Wei Asian Diner, Inc.	74016	42	Pending.
Puerto Rico	East of Usual (word mark)	Pei Wei Asian Diner, Inc.	74017	42	Pending.
Puerto Rico	Pei Wei TakeAway (word mark)	Pei Wei Asian Diner, Inc.	74019	42	Pending.
Qatar	PEI WEI	PFCCB Administration, Inc.	52579	43	Registered.  Documents sent for recordal of merger. Awaiting Trademark Office recordal.

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Country	Mark	Owner	App. No./Reg. No.	Classes	Status
Qatar	PEI WEI ASIAN DINER and Design 	PFCCB Administration, Inc.	65440	42	Pending.  Documents sent for recordal of merger. Awaiting Trademark Office recordal.
Qatar	PEI WEI TakeAway and Design 	PFCCB Administration, Inc.	65441	42	Pending.  Documents sent for recordal of merger. Awaiting Trademark Office recordal.
Qatar	East of Usual (word mark)	PFCCB Administration, Inc.	65442	42	Pending.  Documents sent for recordal of merger. Awaiting Trademark Office recordal.
Qatar	Pei Wei TakeAway (word mark)	PFCCB Administration, Inc.	65443	42	Pending.  Documents sent for recordal of merger. Awaiting Trademark Office recordal.
Saudi Arabia	PEI WEI	Pei Wei Asian Diner, Inc.	133196	43	Pending.
Saudi Arabia	PEI WEI ASIAN DINER and Design 	Pei Wei Asian Diner, Inc.	163029	43	Pending.
Saudi Arabia	PEI WEI TakeAway and Design 	Pei Wei Asian Diner, Inc.	163030	43	Pending.
Saudi Arabia	East of Usual (word mark)	Pei Wei Asian Diner, Inc.	163031	43	Pending.
Saudi Arabia	Pei Wei TakeAway (word mark)	Pei Wei Asian Diner, Inc.	163032	43	Pending.
Singapore	PEI WEI	Assigned from PFCCB Administration, Inc.	T08/10110B	43	Registered.

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Country	Mark	Owner	App. No./Reg. No.	Classes	Status
South Africa	PEI WEI	Assigned from PFCCB Administration, Inc.	2008/17290	43	Registered.
South Korea	PEI WEI	Assigned from PFCCB Administration, Inc.	41-0187015	43	Registered.
Sudan	PEI WEI	Assigned from PFCCB Administration, Inc.	39441	43	Pending.
Switzerland	PEI WEI	Assigned from PFCCB Administration, Inc.	580534	43	Registered.
Syria	PEI WEI	Assigned from PFCCB Administration, Inc.	118382	43	Registered. Recordal has been filed. Awaiting Trademark Office recording.
Taiwan	PEI WEI	Assigned from PFCCB Administration, Inc.	1354911	43	Registered.
Thailand	PEI WEI	Assigned from PFCCB Administration, Inc.	SM44565	43	Registered.
Tunisia	PEI WEI	Assigned from PFCCB Administration, Inc.	EE081804	43	Registered.
Turkey	PEI WEI	Pei Wei Asian Diner, Inc.	2008/41508	43	Registered.
UAE	PEI WEI	Assigned from PFCCB Administration, Inc.	126079	43	Registered. Assignment has been filed. Awaiting Trademark Office recording.
UAE	PEI WEI ASIAN DINER and Design 	Assigned from PFCCB Administration, Inc.	126080	43	Registered. Assignment has been filed. Awaiting Trademark Office recording.

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Country	Mark	Owner	App. No./Reg. No.	Classes	Status
UAE	PEI WEI TakeAway and Design 	Pei Wei Asian Diner, Inc.	150216	43	Pending
UAE	East of Usual (word mark)	Pei Wei Asian Diner, Inc.	150217	43	Pending
Venezuela	PEI WEI	Assigned from PFCCB Administration, Inc.	1-08-22.367	43	Pending. LR gathering documents to file recordal.
Yemen	PEI WEI	Assigned from PFCCB Administration, Inc.	35442	43	Registered. Documents sent for recordal of merger. Awaiting Trademark Office recordal.

United States Trademarks


Mark	Owner	App. No./Reg. No.	Class(es)	Status
Design of Bowl Man 	Pei Wei Asian Diner, Inc.	2,541,654	42	Registered
DINER SELECTS	Pei Wei Asian Diner, Inc.	85/448,097	29	Pending
DINER SELECTS	Pei Wei Asian Diner, Inc.	85/448,101	30	Pending
EAST OF USUAL	Pei Wei Asian Diner, Inc.	3,546,588	43	Pending.
KID'S WEI	Pei Wei Asian Diner, Inc.	85/340,415	43	Pending
PEI WEI	Pei Wei Asian Diner, Inc.	77/301,041	29	Pending (ITU)
PEI WEI	Pei Wei Asian Diner, Inc.	77/301,048	30	Pending (ITU)
PEI WEI	Pei Wei Asian Diner, Inc.	3,411,637	35	Registered
PEI WEI	Pei Wei Asian Diner, Inc.	2,598,916	42	Registered
PEI WEI and Design	Pei Wei Asian Diner, Inc.	2,632,664	42	Registered

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Mark	Owner	App. No. /Reg. No.	Class(es)	Status
	Inc.			
PEI WEI ASIAN DINER and Design 	Pei Wei Asian Diner, Inc.	3,005,828	43	Registered
PEI WEI ASIAN DINER and Design 	Pei Wei Asian Diner, Inc.	3,429,279	43	Registered
PEI WEI & Design 	Pei Wei Asian Diner, Inc.	4,015,271	43	Registered
PEI WEI ASIAN DINER and Design 	Pei Wei Asian Diner, Inc.	3241722	35, 43	Registered
PEI WEI TAKEAWAY	Pei Wei Asian Diner, Inc.	85/182,712	43	Pending. (ITU)
PEI WEI TAKEAWAY and Design 	Pei Wei Asian Diner, Inc.	85/182,715	43	Pending. (ITU)

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Florida Trademarks

Mark	Owner	App. No. Reg. No.	Class(es)	Status
PEI WEI ASIAN DINER and Design 	Pei Wei Asian Diner, Inc.	T06000001544	42	Registered.
PEI WEI ASIAN DINER and Design	Pei Wei Asian Diner, Inc.	T08000000099	43	Registered.

Registered Copyrights

PFCCB ADMINISTRATION, INC. <sup>1</sup>	PEI WEI WEBSITE	TX0006869345	2008
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<sup>1</sup> See footnote above regarding assignment of this registration.

**PLEDGE AND SECURITY AGREEMENT  
(Pei Wei Asian Diner, Inc.)**

THIS PLEDGE AND SECURITY AGREEMENT is entered into as of August 31, 2007 by and between PEI WEI ASIAN DINER, INC., a Delaware corporation (the "Debtor"), and JPMORGAN CHASE BANK, N.A., in its capacity as Administrative Agent (the "Agent") for the lenders party to the Credit Agreement referred to below ("Lender").

**PRELIMINARY STATEMENT**

P.F. CHANG'S CHINA BISTRO, INC., a Delaware corporation (the "Borrower"), JPMORGAN CHASE BANK, N.A., as Administrative Agent and the Lenders are entering into a Credit Agreement dated as of August 31, 2007 (as it may be amended or modified from time to time, the "Credit Agreement"). The Debtor is entering into this Pledge and Security Agreement (as it may be amended or modified from time to time, the "Security Agreement") in order to induce the Lenders to enter into and extend credit to the Borrower under the Credit Agreement.

ACCORDINGLY, the Debtor and the Agent, on behalf of the Lenders, hereby agree as follows:

**ARTICLE I**

**DEFINITIONS**

1.1 **Terms Defined in Credit Agreement.** All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

1.2 **Terms Defined in Arizona Uniform Commercial Code.** Terms defined in the Arizona UCC which are not otherwise defined in this Security Agreement are used herein as defined in the Arizona UCC.

1.3 **Definitions of Certain Terms Used Herein.** As used in this Security Agreement, in addition to the terms defined in the Preliminary Statement, the following terms shall have the following meanings:

"Accounts" shall have the meaning set forth in Article 9 of the Arizona UCC.

"Arizona UCC" means the Arizona Uniform Commercial Code as in effect from time to time.

"Article" means a numbered article of this Security Agreement, unless another document is specifically referenced.

"Chattel Paper" shall have the meaning set forth in Article 9 of the Arizona UCC.

"Collateral" means all Accounts, Chattel Paper, Documents, Equipment, Farm Products, Fixtures, General Intangibles, Instruments, Inventory, Investment Property, Pledged Deposits,

and Other Collateral, wherever located, in which the Debtor now has or hereafter acquires any right or interest, and the proceeds (including Stock Rights), insurance proceeds and products thereof, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto. Collateral shall not include any leasehold interest held by the Debtor. Notwithstanding the foregoing, the Collateral shall exclude those assets whose relative value to the Lenders does not justify the cost and/or effort required to perfect a security interest in such assets, as determined by the Administrative Agent in its reasonable discretion.

"Control" shall have the meaning set forth in Article 8 or, if applicable, in Section 9-104, 9-105, 9-106 or 9-107 of Article 9 of the Arizona UCC.

"Default" means an event described in Section 5.1.

"Deposit Accounts" shall have the meaning set forth in Article 9 of the Arizona UCC.

"Documents" shall have the meaning set forth in Article 9 of the Arizona UCC.

"Equipment" shall have the meaning set forth in Article 9 of the Arizona UCC.

"Exhibit" refers to a specific exhibit to this Security Agreement, unless another document is specifically referenced.

"Farm Products" shall have the meaning set forth in Article 9 of the Arizona UCC.

"Fixtures" shall have the meaning set forth in Article 9 of the Arizona UCC.

"General Intangibles" shall have the meaning set forth in Article 9 of the Arizona UCC.

"Instruments" shall have the meaning set forth in Article 9 of the Arizona UCC.

"Inventory" shall have the meaning set forth in Article 9 of the Arizona UCC.

"Investment Property" shall have the meaning set forth in Article 9 of the Arizona UCC.

"Lenders" means the lenders party to the Credit Agreement and their successors and assigns.

"Obligations" means any and all existing and future indebtedness, obligation and liability of every kind, nature and character, direct or indirect, absolute or contingent (including all renewals, extensions and modifications thereof and all fees, costs and expenses incurred by the Agent or the Lenders in connection with the preparation, administration, collection or enforcement thereof), of the Borrower to the Agent or any Lender or any branch, subsidiary or affiliate thereof, arising under or pursuant to this Security Agreement, the Credit Agreement and any promissory note or notes now or hereafter issued under the Credit Agreement.

"Other Collateral" means any property of the Debtor, other than real estate, not included within the defined terms Accounts, Chattel Paper, Commercial Tort Claims, Documents,

Equipment, Farm Products, Fixtures, General Intangibles, Instruments, Inventory, Investment Property, and Pledged Deposits, including, without limitation, all cash on hand, letter-of-credit rights, letters of credit, Stock Rights and Deposit Accounts or other deposits (general or special, time or demand, provisional or final) with any bank or other financial institution, it being intended that the Collateral include all property of the Debtor other than real estate. Notwithstanding the foregoing, the Other Collateral shall exclude those assets whose relative value to the Lenders does not justify the cost and/or effort required to perfect a security interest in such assets, as determined by the Administrative Agent in its reasonable discretion.

"Pledged Deposits" means all time deposits of money (other than Deposit Accounts and Instruments), whether or not evidenced by certificates, which the Debtor may from time to time designate as pledged to the Agent or to any Lender as security for any Obligation, and all rights to receive interest on said deposits.

"Rate Management Transaction" means any transaction (including an agreement with respect thereto) now existing or hereafter entered into between the Debtor and any Lender or Affiliate thereof which is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions) or any combination thereof, whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures.

"Rate Management Obligations" means any and all obligations of the Debtor, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (i) any and all Rate Management Transactions, and (ii) any and all cancellations, buy backs, reversals, terminations or assignments of any Rate Management Transactions.

"Receivables" means the Accounts, Chattel Paper, Documents, Investment Property, Instruments or Pledged Deposits, and any other rights or claims to receive money which are General Intangibles or which are otherwise included as Collateral.

"Required Secured Parties" means the Required Lenders.

"Section" means a numbered section of this Security Agreement, unless another document is specifically referenced.

"Secured Obligations" means the Obligations and Rate Management Obligations entered into with one or more of the Lenders or their Affiliates.

"Security" has the meaning set forth in Article 8 of the Arizona UCC.

"Stock Rights" means any securities, dividends or other distributions and any other right or property which the Debtor shall receive or shall become entitled to receive for any reason whatsoever with respect to, in substitution for or in exchange for any securities or other ownership interests in a corporation, partnership, joint venture or limited liability company

constituting Collateral and any securities, any right to receive securities and any right to receive earnings, in which the Debtor now has or hereafter acquires any right, issued by an issuer of such securities.

"Unmatured Default" means an event which but for the lapse of time or the giving of notice, or both, would constitute a Default.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.

## ARTICLE II

### GRANT OF SECURITY INTEREST

The Debtor hereby pledges, assigns and grants to the Agent, on behalf of and for the ratable benefit of the Lenders and (to the extent specifically provided herein) their Affiliates, a security interest in all of the Debtor's right, title and interest in and to the Collateral to secure the prompt and complete payment and performance of the Secured Obligations.

## ARTICLE III

### REPRESENTATIONS AND WARRANTIES

The Debtor represents and warrants to the Agent and the Lenders that:

3.1 Title, Authorization, Validity and Enforceability. The Debtor has good and valid rights in or the power to transfer the Collateral and title to the Collateral with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens except for Liens permitted under Section 4.1.6, and has full power and authority to grant to the Agent the security interest in such Collateral pursuant hereto. The execution and delivery by the Debtor of this Security Agreement has been duly authorized by proper company proceedings, and this Security Agreement constitutes a legal, valid and binding obligation of the Debtor and creates a security interest which is enforceable against the Debtor in all now owned and hereafter acquired Collateral.

3.2 Conflicting Laws and Contracts. Neither the execution and delivery by the Debtor of this Security Agreement, the creation and perfection of the security interest in the Collateral granted hereunder, nor compliance with the terms and provisions hereof will violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on the Debtor or the Debtor's articles or certificate of incorporation or bylaws, the provisions of any indenture, instrument or agreement to which the Debtor is a party or is subject, or by which it, or its property, is bound, or conflict with or constitute a default thereunder, or result in the creation or imposition of any Lien pursuant to the terms of any such indenture, instrument or agreement (other than any Lien of the Agent on behalf of the Lenders, which violation, conflict or default would constitute a Material Adverse Effect).

3.3 Type and Jurisdiction of Organization. The Debtor is a corporation organized under the laws of the State of Delaware.

3.4 Principal Location. The Debtor's mailing address and the location of its place of business (if it has only one) or its chief executive office (if it has more than one place of business), are disclosed in Exhibit "A"; the Debtor has no other chief executive office except as set forth in Exhibit "A".

3.5 Property Locations. The Inventory, Equipment and Fixtures are located solely at the locations described in Exhibit "A". All of said locations are owned by the Debtor except for locations (i) which are leased by the Debtor as lessee and designated in Part B of Exhibit "A" and (ii) at which Inventory is held in a public warehouse or is otherwise held by a bailee or on consignment as designated in Part C of Exhibit "A", with respect to which Inventory the Debtor has delivered bailment agreements, warehouse receipts, financing statements or other documents satisfactory to the Lenders to protect the Agent's and the Lenders' security interest in such Inventory.

3.6 No Other Names. The Debtor has not conducted business under any name except the name in which it has executed this Security Agreement, which is the exact name as it appears in the Debtor's organizational documents, as amended, as filed with the Debtor's jurisdiction of organization.

3.7 No Default. No Default or Unmatured Default exists.

3.8 Accounts and Chattel Paper. The names of the obligors, amounts owing, due dates and other information with respect to the Accounts and Chattel Paper are and will be correctly stated in all records of the Debtor relating thereto and in all invoices and reports with respect thereto furnished to the Agent by the Debtor from time to time. As of the time when each Account or each item of Chattel Paper arises, the Debtor shall be deemed to have represented and warranted that such Account or Chattel Paper, as the case may be, and all records relating thereto, are genuine and in all material respects what they purport to be.

3.9 Filing Requirements. None of the Collateral is of a type for which security interests or liens may be perfected by filing under any federal statute except for patents, trademarks and copyrights held by the Debtor and described in Part C of Exhibit "B".

3.10 No Financing Statements. No financing statement describing all or any portion of the Collateral which has not lapsed or been terminated naming the Debtor as debtor has been filed in any jurisdiction except financing statements naming the Agent on behalf of the Lenders as the secured party, and except for any financing statements in connection with any Liens permitted under Section 4.1.6.

3.11 Federal Employer Identification Number. The Debtor's Federal employer identification number is 94-3349743.

3.12 State Organization Number. If the Debtor is a registered organization, the Debtor's State organization number is 3150151.



## ARTICLE IV

### COVENANTS

From the date of this Security Agreement, and thereafter until this Security Agreement is terminated:

#### 4.1 General.

4.1.1 Inspection. The Debtor will permit the Agent or any Lender, by its representatives and agents (i) to inspect the Collateral, (ii) to examine and make copies of the records of the Debtor relating to the Collateral and (iii) to discuss the Collateral and the related records of the Debtor with, and to be advised as to the same by, the Debtor's officers and employees (and, in the case of any Receivable, with any person or entity which is or may be obligated thereon), all at such reasonable times and intervals as the Agent or such Lender may reasonably determine, and all at the Debtor's expense.

4.1.2 Taxes. The Debtor will pay when due all taxes, assessments and governmental charges and levies upon the Collateral, except those which are being contested in good faith by appropriate proceedings.

4.1.3 Records and Reports; Notification of Default. The Debtor will maintain complete and accurate books and records with respect to the Collateral, and furnish to the Agent, with sufficient copies for each of the Lenders, such reports relating to the Collateral as the Agent shall from time to time reasonably request. The Debtor will give prompt notice in writing to the Agent and the Lenders of the occurrence of any Default or Unmatured Default and of any other development, financial or otherwise, which might materially and adversely affect the Collateral.

4.1.4 Financing Statements and Other Actions; Defense of Title. The Debtor hereby authorizes the Agent to file, and if requested will execute and deliver to the Agent, all financing statements and other documents and take such other actions as may from time to time be reasonably requested by the Agent in order to maintain a first perfected security interest in and, if applicable, Control of, the Collateral. The Debtor will take any and all actions reasonably necessary to defend title to the Collateral against all persons and to defend the security interest of the Agent in the Collateral and the priority thereof against any Lien not expressly permitted hereunder.

4.1.5 Disposition of Collateral. The Debtor will not sell, lease or otherwise dispose of the Collateral except (i) prior to the occurrence of a Default or Unmatured Default, dispositions specifically permitted pursuant to the Credit Agreement, (ii) until such time following the occurrence of a Default as the Debtor receives a notice from the Agent instructing the Debtor to cease such transactions, sales or leases of Inventory in the ordinary course of business, and (iii) until such time as the Debtor receives a notice from the Agent pursuant to Article VII, proceeds of Inventory and Accounts collected in the ordinary course of business.

4.1.6 Liens. The Debtor will not create, incur, or suffer to exist any Lien on the Collateral except (i) the security interest created by this Security Agreement, (ii) existing Liens

described in the Credit Agreement, and (iii) other Liens permitted pursuant to the Credit Agreement.

4.1.7 Change in Corporate Existence, Type or Jurisdiction of Organization, Location, Name. Except as otherwise permitted under the Credit Agreement, the Debtor will:

- (a) preserve its existence as a corporation and not, in one transaction or a series of related transactions, merge into or consolidate with any other entity, or sell all or substantially all of its assets;
- (b) not change its state of organization;
- (c) not maintain its place of business (if it has only one) or its chief executive office (if it has more than one place of business) at a location other than a location specified on Exhibit "A;" and
- (d) not (i) have any Inventory, Equipment or Fixtures or proceeds or products thereof (other than Inventory and proceeds thereof disposed of as permitted by Section 4.1.5) at a location other than a location specified in Exhibit "A", (ii) change its name or taxpayer identification number or (iii) change its mailing address,

unless the Debtor shall have given the Agent not less than 30 days' prior written notice of such event or occurrence and the Agent shall have either (x) determined that such event or occurrence will not adversely affect the validity, perfection or priority of the Agent's security interest in the Collateral, or (y) taken such steps (with the cooperation of the Debtor to the extent necessary or advisable) as are necessary or advisable to properly maintain the validity, perfection and priority of the Agent's security interest in the Collateral.

4.1.8 Other Financing Statements. The Debtor will not sign or authorize the signing on its behalf or the filing of any financing statement naming it as debtor covering all or any portion of the Collateral, except as permitted by Section 4.1.6.

## 4.2 Receivables.

4.2.1 Certain Agreements on Receivables. The Debtor will not make or agree to make any discount, credit, rebate or other reduction in the original amount owing on a Receivable or accept in satisfaction of a Receivable less than the original amount thereof, except that, prior to the occurrence of a Default, the Debtor may reduce the amount of Accounts arising from the sale of Inventory in accordance with its present policies and in the ordinary course of business.

4.2.2 Collection of Receivables. Except as otherwise provided in this Security Agreement, the Debtor will collect and enforce, at the Debtor's sole expense, all amounts due or hereafter due to the Debtor under the Receivables.

4.2.3 Delivery of Invoices. The Debtor will deliver to the Agent immediately upon its request after the occurrence of a Default duplicate invoices with respect to each Account bearing such language of assignment as the Agent shall specify.

4.2.4 Disclosure of Counterclaims on Receivables. If (i) any discount, credit or agreement to make a rebate or to otherwise reduce the amount owing on a Receivable exists or (ii) if, to the knowledge of the Debtor, any dispute, setoff, claim, counterclaim or defense exists or has been asserted or threatened with respect to a Receivable, the Debtor will disclose such fact to the Agent in writing in connection with the inspection by the Agent of any record of the Debtor relating to such Receivable and in connection with any invoice or report furnished by the Debtor to the Agent relating to such Receivable.

#### 4.3 Inventory and Equipment.

4.3.1 Maintenance of Goods. The Debtor will do all things reasonably necessary to maintain, preserve, protect and keep the Inventory and the Equipment in good repair and working and saleable condition.

4.3.2 Insurance. The Debtor will (i) maintain fire and extended coverage insurance on the Inventory and Equipment containing a lender's loss payable clause in favor of the Agent, on behalf of the Lenders, and providing that said insurance will not be terminated except after at least 30 days' written notice from the insurance company to the Agent, (ii) maintain such other insurance on the Collateral for the benefit of the Agent as the Agent shall from time to time reasonably request, (iii) furnish to the Agent upon the reasonable request of the Agent from time to time the originals of all policies of insurance on the Collateral and certificates with respect to such insurance and (iv) maintain general liability insurance naming the Agent, on behalf of the Lenders, as an additional insured.

### ARTICLE V

#### DEFAULT

5.1 The occurrence of any one or more of the following events shall constitute a Default:

5.1.1 Any material representation or warranty made by or on behalf of the Debtor under or in connection with this Security Agreement shall be materially false as of the date on which made.

5.1.2 The breach by the Debtor of any of the terms or provisions of Article IV or Article VII which is not remedied within ten (10) days after the giving of written notice to the Debtor by the Agent.

5.1.3 The breach by the Debtor (other than a breach which constitutes a Default under Section 5.1.1 or 5.1.2) of any of the material terms or provisions of this Security Agreement which is not remedied within thirty (30) days after the giving of written notice to the Debtor by the Agent.

5.1.4 Any material portion of the Collateral shall be transferred or otherwise disposed of, either voluntarily or involuntarily, in any manner not permitted by Section 4.1.5 or 8.7 or shall be lost, stolen, damaged or destroyed that is not covered by insurance or otherwise replaced.

5.1.5 The occurrence of any "Default" under, and as defined in, the Credit Agreement.

5.2 **Acceleration and Remedies.** Upon the acceleration of the obligations under the Credit Agreement pursuant to Article VII thereof, the Obligations and, to the extent provided for under the Rate Management Transactions evidencing the same, the Rate Management Obligations, shall immediately become due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived, and the Agent may, with the concurrence or at the direction of the Required Secured Parties, exercise any or all of the following rights and remedies:

5.2.1 Those rights and remedies provided in this Security Agreement, the Credit Agreement, or any other Credit Document, provided that this Section 5.2.1 shall not be understood to limit any rights or remedies available to the Agent and the Lenders prior to a Default.

5.2.2 Those rights and remedies available to a secured party under the Arizona UCC (whether or not the Arizona UCC applies to the affected Collateral) or under any other applicable law (including, without limitation, any law governing the exercise of a bank's right of setoff or bankers' lien) when a debtor is in default under a security agreement.

5.2.3 Without notice except as specifically provided in Section 8.1 or elsewhere herein, sell, lease, assign, grant an option or options to purchase or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, for cash, on credit or for future delivery, and upon such other terms as the Agent may deem commercially reasonable.

The Agent, on behalf of the secured parties, may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

If, after the Credit Agreement has terminated by its terms and all of the Obligations have been paid in full, there remain Rate Management Obligations outstanding, the Required Secured Parties may exercise the remedies provided in this Section 5.2 upon the occurrence of any event which would allow or require the termination or acceleration of any Rate Management Obligations pursuant to the terms of the agreement governing any Rate Management Transaction.

5.3 **Debtor's Obligations Upon Default.** Upon the request of the Agent after the occurrence of a Default and during the continuance of a Default, the Debtor will:

5.3.1 Assembly of Collateral. Assemble and make available to the Agent the Collateral and all records relating thereto at any place or places reasonably specified by the Agent.

5.3.2 Secured Party Access. Permit the Agent, by the Agent's representatives and agents, to enter any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral and to remove all or any part of the Collateral.

5.4 License. The Agent is hereby granted a license or other right to use, following the occurrence and during the continuance of a Default, without charge, the Debtor's labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks, service marks, customer lists and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral, and, following the occurrence and during the continuance of a Default, the Debtor's rights under all licenses and all franchise agreements shall inure to the Agent's benefit. In addition, the Debtor hereby irrevocably agrees that the Agent may, following the occurrence and during the continuance of a Default, sell any of the Debtor's Inventory directly to any person, including without limitation persons who have previously purchased the Debtor's Inventory from the Debtor and in connection with any such sale or other enforcement of the Agent's rights under this Agreement, may sell Inventory which bears any trademark owned by or licensed to the Debtor and any Inventory that is covered by any copyright owned by or licensed to the Debtor and the Agent may finish any work in process and affix any trademark owned by or licensed to the Debtor and sell such Inventory as provided herein.

## ARTICLE VI

### WAIVERS, AMENDMENTS AND REMEDIES

No delay or omission of the Agent or any Lender to exercise any right or remedy granted under this Security Agreement shall impair such right or remedy or be construed to be a waiver of any Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver, amendment or other variation of the terms, conditions or provisions of this Security Agreement whatsoever shall be valid unless in writing signed by the Agent with the concurrence or at the direction of the Lenders required under Section 9.02 of the Credit Agreement and then only to the extent in such writing specifically set forth. All rights and remedies contained in this Security Agreement or by law afforded shall be cumulative and all shall be available to the Agent and the Lenders until the Secured Obligations have been paid in full.

## ARTICLE VII

### PROCEEDS; COLLECTION OF RECEIVABLES

7.1 Lockboxes. Upon request of the Agent after the occurrence of a Default or Unmatured Default, the Debtor shall execute and deliver to the Agent irrevocable lockbox agreements in the form provided by or otherwise acceptable to the Agent, which agreements shall be accompanied by an acknowledgment by the bank where the lockbox is located of the Lien of the Agent granted hereunder and of irrevocable instructions to wire all amounts collected therein to a special collateral account at the Agent.

7.2 Collection of Receivables. The Agent may at any time after the occurrence of a Default, by giving the Debtor written notice, elect to require that the Receivables be paid directly to the Agent for the benefit of the Lenders. In such event, the Debtor shall, and shall permit the Agent to, promptly notify the account debtors or obligors under the Receivables of the Lenders' interest therein and direct such account debtors or obligors to make payment of all amounts then or thereafter due under the Receivables directly to the Agent. Upon receipt of any such notice from the Agent, the Debtor shall thereafter hold in trust for the Agent, on behalf of the Lenders, all amounts and proceeds received by it with respect to the Receivables and Other Collateral and immediately and at all times thereafter deliver to the Agent all such amounts and proceeds in the same form as so received, whether by cash, check, draft or otherwise, with any necessary endorsements. The Agent shall hold and apply funds so received as provided by the terms of Sections 7.3 and 7.4.

7.3 Special Collateral Account. The Agent may, at any time after the occurrence of a Default, require all cash proceeds of the Collateral to be deposited in a special non-interest bearing cash collateral account with the Agent and held there as security for the Secured Obligations. The Debtor shall have no control whatsoever over said cash collateral account. If no Default is continuing, the Agent shall from time to time deposit the collected balances in said cash collateral account into the Debtor's general operating account with the Agent. If any Default has occurred and is continuing, the Agent may (and shall, at the direction of the Required Lenders, from time to time, apply the collected balances in said cash collateral account to the payment of the Secured Obligations whether or not the Secured Obligations shall then be due.

7.4 Application of Proceeds. The proceeds of the Collateral shall be applied by the Agent to payment of the Secured Obligations in the following order unless a court of competent jurisdiction shall otherwise direct:

(a) FIRST, to payment of all costs and expenses of the Agent incurred in connection with the collection and enforcement of the Secured Obligations or of the security interest granted to the Agent pursuant to this Security Agreement;

(b) SECOND, to payment of that portion of the Secured Obligations constituting accrued and unpaid interest and fees, pro rata among the Lenders and their Affiliates in accordance with the amount of such accrued and unpaid interest and fees owing to each of them;

(c) THIRD, to payment of the principal of the Secured Obligations and the net early termination payments and any other Rate Management Obligations then due and unpaid from the Debtor to any of the Lenders or their Affiliates, pro rata among the Lenders and their Affiliates in accordance with the amount of such principal and such net early termination payments and other Rate Management Obligations then due and unpaid owing to each of them;

(d) FOURTH, to payment of any Secured Obligations (other than those listed above) pro rata among those parties to whom such Secured Obligations are due in accordance with the amounts owing to each of them; and

(e) FIFTH, the balance, if any, after all of the Secured Obligations have been satisfied, shall be deposited by the Agent into the Debtor's general operating account with the Agent.

## ARTICLE VIII

### GENERAL PROVISIONS

8.1 Notice of Disposition of Collateral; Condition of Collateral. The Debtor hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to the Debtor, addressed as set forth in Article IX, at least ten days prior to (i) the date of any such public sale or (ii) the time after which any such private sale or other disposition may be made. Agent shall have no obligation to clean-up or otherwise prepare the Collateral for sale.

8.2 Compromises and Collection of Collateral. The Debtor and the Agent recognize that setoffs, counterclaims, defenses and other claims may be asserted by obligors with respect to certain of the Receivables, that certain of the Receivables may be or become uncollectible in whole or in part and that the expense and probability of success in litigating a disputed Receivable may exceed the amount that reasonably may be expected to be recovered with respect to a Receivable. In view of the foregoing, the Debtor agrees that the Agent may at any time and from time to time, if a Default has occurred and is continuing, compromise with the obligor on any Receivable, accept in full payment of any Receivable such amount as the Agent in its sole discretion shall determine or abandon any Receivable, and any such action by the Agent shall be commercially reasonable so long as the Agent acts in good faith based on information known to it at the time it takes any such action.

8.3 Secured Party Performance of Debtor Obligations. Without having any obligation to do so, the Agent may perform or pay any obligation which the Debtor has agreed to perform or pay in this Security Agreement if the Debtor fails to timely pay such obligations and the Debtor shall reimburse the Agent for any amounts paid by the Agent pursuant to this Section 8.3. The Debtor's obligation to reimburse the Agent pursuant to the preceding sentence shall be a Secured Obligation payable on demand.

**8.4 Authorization for Secured Party to Take Certain Action.** The Debtor irrevocably authorizes the Agent at any time and from time to time in the sole discretion of the Agent and appoints the Agent as its attorney in fact (i) to execute on behalf of the Debtor as debtor and to file financing statements necessary or desirable in the Agent's sole discretion to perfect and to maintain the perfection and priority of the Agent's security interest in the Collateral, (ii) to indorse and collect any cash proceeds of the Collateral upon a Default, (iii) to file a carbon, photographic or other reproduction of this Security Agreement or any financing statement with respect to the Collateral as a financing statement and to file any other financing statement or amendment of a financing statement (which does not add new collateral or add a debtor) in such offices as the Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Agent's security interest in the Collateral, (iv) to contact and enter into one or more agreements with the issuers of uncertificated securities which are Collateral and which are Securities or with financial intermediaries holding other Investment Property as may be necessary or advisable to give the Agent Control over such Securities or other Investment Property, (v) to enforce payment of the Receivables in the name of the Agent or the Debtor, (vi) to apply the proceeds of any Collateral received by the Agent to the Secured Obligations as provided in Article VII, and (vii) to discharge past due taxes, assessments, charges, fees or Liens on the Collateral (except for such Liens as are specifically permitted hereunder), and the Debtor agrees to reimburse the Agent on demand for any payment made or any expense incurred by the Agent in connection therewith, provided that this authorization shall not relieve the Debtor of any of its obligations under this Security Agreement or under the Credit Agreement.

**8.5 Specific Performance of Certain Covenants.** The Debtor acknowledges and agrees that a breach of any of the covenants contained in Sections 4.1.5, 4.1.6, 5.3, or 8.7 or in Article VII will cause irreparable injury to the Agent and the Lenders, that the Agent and Lenders have no adequate remedy at law in respect of such breaches and therefore agrees, without limiting the right of the Agent or the Lenders to seek and obtain specific performance of other obligations of the Debtor contained in this Security Agreement, that the covenants of the Debtor contained in the Sections referred to in this Section 8.5 shall be specifically enforceable against the Debtor.

**8.6 Use and Possession of Certain Premises.** Upon the occurrence of a Default, the Agent shall be entitled to occupy and use any premises owned or leased by the Debtor where any of the Collateral or any records relating to the Collateral are located until the Secured Obligations are paid or the Collateral is removed therefrom, whichever first occurs, without any obligation to pay the Debtor for such use and occupancy.

**8.7 Dispositions Not Authorized.** The Debtor is not authorized to sell or otherwise dispose of the Collateral except as set forth in Section 4.1.5 and notwithstanding any course of dealing between the Debtor and the Agent or other conduct of the Agent, no authorization to sell or otherwise dispose of the Collateral (except as set forth in Section 4.1.5) shall be binding upon the Agent or the Lenders unless such authorization is in writing signed by the Agent with the consent or at the direction of the Required Lenders.

**8.8 Benefit of Agreement.** The terms and provisions of this Security Agreement shall be binding upon and inure to the benefit of the Debtor, the Agent and the Lenders and their



respective successors and assigns (including all persons who become bound as a debtor to this Security Agreement), except that the Debtor shall not have the right to assign its rights or delegate its obligations under this Security Agreement or any interest herein, without the prior written consent of the Agent.

8.9 Survival of Representations. All representations and warranties of the Debtor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

8.10 Taxes and Expenses. Any taxes (including income taxes) payable or finally ruled payable by Federal or State authority in respect of this Security Agreement shall be paid by the Debtor, together with interest and penalties, if any. The Debtor shall reimburse the Agent for any and all out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Agent) paid or incurred by the Agent in connection with the preparation, execution, delivery, administration, collection and enforcement of this Security Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral). Any and all costs and expenses incurred by the Debtor in the performance of actions required pursuant to the terms hereof shall be borne solely by the Debtor.

8.11 Headings. The title of and section headings in this Security Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Security Agreement.

8.12 Termination. This Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations have been indefeasibly paid and performed in full and no commitments of the Agent or the Lenders which would give rise to any Secured Obligations are outstanding.

8.13 Entire Agreement. This Security Agreement embodies the entire agreement and understanding between the Debtor and the Agent relating to the Collateral and supersedes all prior agreements and understandings between the Debtor and the Agent relating to the Collateral.

8.14 CHOICE OF LAW. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF ARIZONA, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

8.15 Non-Borrower Provisions.

(a) All advances of principal under the Note shall be made to Borrower subject to and in accordance with the terms thereof. It is not necessary for the Agent or the Lenders to inquire into the powers of Borrower or the officers, directors, partners or agents acting or purporting to act on its behalf. Debtor is and shall continue to be fully informed as to all aspects of the business affairs of Borrower that it deems relevant to the risks it is assuming and hereby

waives and fully discharges the Agent and the Lenders from any and all obligations to communicate to Debtor any facts of any nature whatsoever regarding Borrower and Borrower's business affairs.

(b) Debtor authorizes Lender, without notice or demand, without affecting the obligations of Debtor hereunder or the personal liability of any person for payment or performance of the Secured Obligations and without affecting the lien or the priority of the security interest, from time to time, at the request of any person primarily obligated therefor, to renew, compromise, extend, accelerate or otherwise change the time for payment or performance of, or otherwise change the terms of, all or any part of the Secured Obligations, including increase or decrease any rate of interest thereon. Debtor waives and agrees not to assert: (i) any right to require the Agent and the Lenders to proceed against Borrower; (ii) the benefits of any statutory provision limiting the liability of a surety, including without limitation the benefit of Section 12-1641, et seq., of the Arizona Revised Statutes; and (iii) any defense arising by reason of any disability or other defense of Borrower or by reason of the cessation from any cause whatsoever of the liability of Borrower. Debtor shall have no right of subrogation and hereby waives any right to enforce any remedy which the Agent and the Lenders now have, or may hereafter have, against Borrower.

## ARTICLE IX

### NOTICES

9.1 Sending Notices. Any notice required or permitted to be given under this Security Agreement shall be sent (and deemed received) in the manner and to the addresses set forth in the Credit Agreement.

9.2 Change in Address for Notices. Each of the Debtor, the Agent and the Lenders may change the address for service of notice upon it by a notice in writing to the other parties.

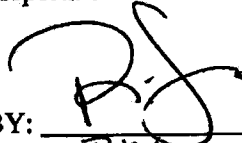
## ARTICLE X

### THE AGENT

JPMORGAN CHASE BANK, N.A. has been appointed Agent for the Lenders hereunder pursuant to the Credit Agreement. It is expressly understood and agreed by the parties to this Security Agreement that any authority conferred upon the Agent hereunder is subject to the terms of the delegation of authority made by the Lenders to the Agent pursuant to the Credit Agreement, and that the Agent has agreed to act (and any successor Agent shall act) as such hereunder only on the express conditions contained in the Credit Agreement. Any successor Agent appointed pursuant to the Credit Agreement shall be entitled to all the rights, interests and benefits of the Agent hereunder.

IN WITNESS WHEREOF, the Debtor and the Agent have executed this Security Agreement as of the date first above written.

PEI WEI ASIAN DINER, INC., a Delaware corporation



BY: \_\_\_\_\_  
Name: Richard Federico  
Title: CEO

JPMORGAN CHASE BANK, N.A., as Administrative Agent

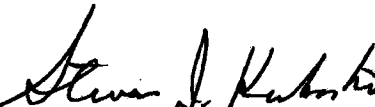
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Debtor and the Agent have executed this Security Agreement as of the date first above written.

PEI WEI ASIAN DINER, INC., a Delaware corporation

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By:   
Name: Steven J. Krakuski  
Title: SVP

**EXHIBIT "A"**  
(See Sections 3.4, 3.5 and 4.1.7 of Security Agreement)

Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:

7676 East Pinnacle Peak Road  
Scottsdale, Arizona 85255

Locations of Inventory and Equipment and Fixtures:

A. Real Properties Owned by the Debtor:

None

B. Real Properties Leased by the Debtor:

See Attachment I

C. Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):

None

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**TRADEMARK**  
**REEL: 004653 FRAME: 0768**

**ATTACHMENT I**

**PEI WEI ASIAN DINER  
STORE LIST\*  
(AS OF AUGUST 16, 2007)**

8787 N. Scottsdale Road, Suites 214/216 Scottsdale, AZ 85258	20851 N. Scottsdale Road, Suite 3 Scottsdale, AZ 85255
1085 West Queen Creek Road, Suite 1 Chandler, AZ 85248	32607 N. Scottsdale Road, Suite 107 Scottsdale, AZ 85262
5781 Alton Parkway Irvine, CA 92618	845 E. University Blvd., Suite 135 Tucson, AZ 85719
1560A Leucadia Boulevard Encinitas, CA 92024	14835 East Shea Boulevard, Suite 100 Fountain Hills, AZ 85268
1084 South Gilbert Road, Suite 601 Gilbert, AZ 85296	742 East Glendale, Suite 110 Phoenix, AZ 85020
9352 S. Colorado Boulevard, Suite G-1 Highlands Ranch, CO 80126	20022 North 67th Avenue, Suite 100 Glendale, AZ 85308
1302 Bison Avenue Newport Beach, CA 92660	4340 East Indian School Road, Suite 23 Phoenix, AZ 85018
7131 West Ray Road Chandler, AZ 85226	18204 Preston Road, Suite E-1 Dallas, TX 75252
3412 Hebron Parkway, Suite 100 Carrollton, TX 75010	5900 Overton Ridge Blvd., Suite 130 Fort Worth, TX 76132
19075 I.H. 45 South, Suite 480 Shenandoah, TX 77385	5110 Buffalo Speedway, Suite 100 Houston, TX 77005
7600 N. MacArthur Blvd., Suite 105 Irving, TX 75063	4133 East Cooper Street, Suite 307 Arlington, TX 76015
3001 Knox Street, Suite 100 Dallas, TX 75205	16101 Kensington Drive Sugar Land, TX 77479
1311 West Sunset Road Henderson, NV 89014	24250 Valencia Boulevard Santa Clarita, CA 91355

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5203 FM 1960 West, Suite E  
Houston, TX 77069

8305 Westchester Drive  
Dallas, TX 75225

713 Hebron Parkway, Suite 200  
Lewisville, TX 75057

3455 East Foothill Boulevard  
Pasadena, CA 91107

11700 Preston Road, Suite A  
Dallas, TX 75230

5285 E. Broadway Boulevard, Suite 151  
Tucson, AZ 85711

5954 South Yale Avenue  
Tulsa, OK 74135

7148 N. Academy Boulevard  
Colorado Springs, CO 80920

1590 Mason Road, Suite A  
Katy, TX 77450

4801 Beltline Road  
Addison, TX 75254

10341 Fairway Drive, Suite 130  
Roseville, CA 95678

1802 N. Loop, 1604 East  
San Antonio, TX 78232

14255 Colfax Drive  
Lakewood, CO 80401

12020 FM 1960 West  
Houston, TX 77065

10373 South State Street  
Sandy, UT 84070

200 Quebec Street, Bldg. 100, Suite 115  
Denver, CO 80230

1582 East Southlake Boulevard  
Southlake, TX 76092

1008 W. McDermott Drive, Suite A  
Allen, TX 75013

2777 Pacific Coast Highway  
Torrance, CA 90505

2201 Louisiana Boulevard NE, Suite G  
Albuquerque, NM 87110

1028 East 2100 South, Suite 3  
Salt Lake City, UT 84106

3426 E. Baseline Road, Suite 121  
Mesa, AZ 85204

702 Kingwood Drive  
Kingwood, TX 77339

12901 N. I-35 Service Rd., Bldg. 15, Suite 1540  
Austin, TX 78753

1005 Waugh Street, Suite A  
Houston, TX 77019

1841 Belle Isle Boulevard  
Oklahoma City, OK 73118

19411 – A Gulf Freeway  
Webster, TX 77598

1000 East 41st Street  
Austin, TX 78751

4200 South Lamar Blvd.  
Austin, TX 78704

11267 Huebner Road  
San Antonio, TX 78230

8220 Haven Avenue, Suite 100  
Rancho Cucamonga, CA 91730

101 Creekside Crossing, Suite 1800  
Brentwood, TN 37027

10830 W. Charleston Blvd., Suite 110  
Las Vegas, NV 89135

3011 E. Colonial Dr., Suite B  
Orlando, FL 32803

10575 S. Eastern Ave., Suite 100  
Henderson, NV 89052

12561 Castlemoor Drive  
Eden Prairie, MN 55344

13855 Conlan Circle, Suite J  
Charlotte, NC

980A University Drive East #4  
College Station, TX 77840

601 West 15th Street, Suite 101  
Plano, TX 75075

6478 Dobbin Center Way, Suite A  
Columbia, MD 21045

2222 Mckinney Ave., Suite 100  
Dallas, TX 75201

3095 White Bear Ave., N  
Maplewood, MN 55109

23632 El Toro Road  
Lake Forest, CA 92630

1680 Union Ave., Suite 109  
Memphis, TN 38104

10420 Coors Bypass NW, Suite 1B  
Albuquerque, NM 87114

4517 Weston Road  
Weston, FL 33331

1141 East 2nd Street, Suite 100-A  
Edmond, OK 73034

8300 Tamarack Village #102  
Woodbury, MN 55125

1825 Guadalupe, Suite F-112  
Tempe, AZ 85283

633 W. Ina Road  
Tucson, AZ 85718

6302 York Road  
Baltimore, MD 21212

14008 Memorial Drive, Suite A  
Houston, TX 77079

10251 Little Brier Creek Lane, Suite 112  
Raleigh, NC 27617

7621 Edinger Road, #102  
Huntington Beach, CA 92647

1750 N. Congress Ave., #700  
Boynton Beach, FL 33426

267 East Bell Road, Suite 1  
Phoenix, AZ 85022

4170 Lavon Drive  
Garland, TX 75040

2600 West 7th Street, Suite 101  
Fort Worth, TX 76107

10610 Forest Hill Blvd., Bay 10  
Wellington, FL 33414

4609 West Kenosha Street  
Broken Arrow, OK 74012



4408 Falls of Neuse Road  
Raleigh, NC 27619

15141 West 119th  
Olathe, KS 66062

4210 82nd Street, Suite 230  
Lubbock, TX 79423

4461 Market Commons Dr.  
Fairfax, VA 22033

1413 South Voss Road, Suite A  
Houston, TX 77057

3000 South Central Expressway  
McKinney, TX 75070

1675 29th Street, Suite 1284  
Boulder, CO 80301

1619 N. Dysart Road, Suite 101  
Avondale, AZ 85323

2100 N. Collins Street, Suite 120  
Arlington, TX 76011

3535 South Peoria  
Tulsa, OK 74105

1911 Medical Center Parkway, Suite A  
Murfreesboro, TN 37129

13429 North Highway 183  
Austin, TX 78750

8305 Westchester Drive  
Dallas, TX 75225

4300A West Waco Drive, Suite 1  
Waco, TX 76710

3521 North Freeway Blvd., Suite 100  
Sacramento, CA 95834

1255 East First Ave., Suite A  
Broomfield, CO 80020

11398 Bandera Road, Suite 101  
San Antonio, TX 78250

2603 39th Ave., #D212  
St. Anthony, MN 55421

9222 Metcalf Ave.  
Overland Park, KS 66212

1107 Walnut Street  
Cary, NC 27511

11430 Olive Blvd.  
Creve Coeur, MO 63141

205 North University Ave.  
Little Rock, AR 72205

8412 Preston Road, Suite 400  
Plano, TX 75024

7500 North Mesa Street, Suite 101  
El Paso, TX 79912

71 North 500 West, Suite A  
West Bountiful, UT 84010

10562 Craftsman Way, Suite 9A  
San Diego, CA 92127

8885 Ladue Road, Suite 1  
Ladue, MO 63124

7175 West Lake Mead Blvd., Suite 130  
Las Vegas, NV 89128

7571 Sawmill Road  
Dublin, OH 43017

522 North Pine Island Road  
Plantation, FL 33324

3350 South Soncy, Suite 194  
Amarillo, TX 79124

4 Chapel View Blvd.  
Cranston, RI 02920

528A East Market Street  
Leesburg, VA 20176

701 W. McDowell Road, Suite 101  
Phoenix, AZ 85003

2257 N. Germantown Pkwy., Suite 110  
Memphis, TN 38016

2695 Park Avenue  
Tustin, CA 92782

31367 Orchard Lake Road  
Farmington Hills, MI 48334

12927 N. Dale Mabry Hwy  
Tampa, FL 33618

1931 South Loop 288, Suite 130  
Denton, TX 76205

2101 S.E. Federal Highway  
Stuart, FL 34994

2338 Woodland Crossing Drive, Suite A  
Herndon, VA 20171

7620 W. Denton Highway #632  
Watauga, TX 76148

430 West Loop 1604 North, Suite 101  
San Antonio, TX 78251

3050 Dowlen Road Suite N  
Beaumont, TX 77706

**\*All facilities are leased restaurant locations.**

**EXHIBIT "B"**  
(See Section 3.9 of Security Agreement)

- A. [Intentionally left blank.]
- B. [Intentionally left blank.]
- C. Patents, copyrights, trademarks protected under federal or foreign law:

Federal Trademark	78/455258	PEI WEI ASIAN DINER & Design	Registered
Federal Trademark	78/826263	P.F. CHANG'S	Pending
Federal Trademark	78/826259	PEI WEI ASIAN DINER & Design	Registered
Federal Trademark	76/067762	Design of Bowl Man	Registered
Federal Trademark	76/067761	PEI WEI ASIAN DINER & Design	Registered
Federal Trademark	76/067556	PEI WEI	Registered
Federal Trademark	74/410470	P.F. CHANG'S CHINA BISTRO & Design	Registered
Federal Trademark	77/151868	Design of Two Trees	Pending
Federal Trademark	77/063691	PEI WEI ASIAN DINER & Design	Pending
Canadian TM	CA129578200	P.F. CHANG'S CHINA BISTRO	Pending
Canadian TM	CA123527000	PEI WEI ASIAN DINER	Allowed
Canadian TM	CA123526900	PEI WEI	Allowed

Australia	891403	Design of Bowl Man	Registered
Australia	892443	PEI WEI	Registered
Australia	891402	PEI WEI & Design	Registered
Australia	864408	P.F. CHANG'S CHINA BISTRO & DESIGN	Registered
European Community	EC001884147	P.F. CHANG'S CHINA BISTRO & Design	Registered
European Community	EC002404085	PEI WEI & Design	Registered
European Community	EC002404127	Design of Bowl Man	Registered
European Community	EC002406130	PEI WEI	Registered
Germany	90-34185-01	Design Only	Registered
Mexico	758584	PEI WEI ASIAN DINER & Design	Registered
Mexico	730312	PEI WEI	Registered
Mexico	731867	Design of Bowl Man	Registered
New Zealand	646707	Design of Bowl Man	Registered
New Zealand	646706	PEI WEI & Design	Registered
New Zealand	646796	PEI WEI	Registered
New Zealand	623778	P.F. Chang's China Bistro & Design	Registered
Puerto Rico		PEI WEI ASIAN DINER & Design	Pending
Puerto Rico		PEI WEI	Pending
Puerto Rico		PEI WEI	Pending
Puerto Rico		P.F. CHANG'S CHINA BISTRO & Design	Pending
Puerto Rico		P.F. CHANG'S	Pending

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Puerto Rico		P.F. CHANG'S	Pending
Puerto Rico		PEI WEI ASIAN DINER & Design	Pending

Federal Trademark	78/911596	TANEKO JAPANESE TAVERN (Stylized)	Registered
Federal Trademark	78/572641	TANEKO TAVERN	Pending
Federal Trademark	78/669434	TANEKO JAPANESE TAVERN	Registered
Federal Trademark	77/025705	TANEKO	Registered

U.S. Patent	6,718,967	April 13, 2004	
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	BN108344250	PF CHANGS CHINA BISTRO INC	
	BN118922908	PF CHANGS CHINA BISTRO	
	BN112273249	PF CHANGS CHINA BISTRO	
	BN102269331	PF CHANG'S CHINA BISTRO	
	BN97933049	PF CHANG'S CHINA BISTRO	
	BN118668195	PF CHANG'S CHINA BISTRO	
	BN113605154	P F CHANGS CHINA BISTRO INC	
	BN111842085	P F CHANGS CHINA BISTRO	
	BN110601736	P F CHANGS CHINA BISTRO	
	BN110413297	P F CHANG'S CHINA BISTRO INC	
	BN112004276	P F CHANG'S CHINA BISTRO	
	BN96291591	P F CHANG'S CHINA BISTRO	
	BN97310397	P F CHANG'S CHINA BISTRO	
	BN111899389	PEI WEI ASIAN DINNER	
	BN98609415	PEI WEI ASIAN DINER-THE SUMMIT	
	BN93564180	PEI WEI ASIAN DINER-GRAYHAWK PLAZA	
	BN93564179	PEI WEI ASIAN DINER SHOPS AT GAINNEY RANCH	
	BN118204178	PEI WEI ASIAN DINER	
	BN104242080	PEI WEI ASIAN DINER	
	BN117139922	PEI WEI ASIAN DINER	
	BN110068737	PEI WEI ASIA DINER	