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Confirmation Receipt

Your assignment has been received by the USPTO.
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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
P.F. CHANG'S CHINA BISTRO, INC.		10/26/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	2200 Ross Avenue		
Internal Address:	3rd Floor, TX1-2903		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Association: UNITED STATES / TX		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	3812167	ACKNOWLEDGE THE CRAVING	
Registration Number:	3719202		
Registration Number:	3582349		
Registration Number:	3465602		
Serial Number:	85227742	IGNITE THE NIGHT	
Serial Number:	85227746	IGNITE THE NIGHT	
Registration Number:	3615496	LUCKY CAT	
Registration Number:	3625271	P.F. CHANG'S	
Registration Number:	3799984	P.F. CHANG'S	

TRADEMARK

REEL: 004659 FRAME: 0480

Serial Number:	77301107	P.F. CHANG'S
Registration Number:	3519289	P.F. CHANG'S
Registration Number:	3799983	P.F. CHANG'S
Registration Number:	3691015	P.F. CHANG'S
Registration Number:	3448656	P.F. CHANG'S
Registration Number:	3894009	P.F. CHANG'S HOME MENU
Serial Number:	85055238	P.F. CHANG'S HOME MENU
Registration Number:	3893239	P.F. CHANG'S HOME MENU
Registration Number:	3716869	START STRONG. FINISH STRONG.
Registration Number:	3226629	TANEKO
Registration Number:	3721770	THE GREAT WALL OF CHOCOLATE
Registration Number:	4017170	TRIPLE HAPPINESS
Serial Number:	85349561	TRIPLE HAPPINESS DRINKS DIM SUM STREET FARE
Serial Number:	85358686	
Registration Number:	3865836	VINEYARD 518
Registration Number:	3868804	VINEYARD 518
Registration Number:	3722337	WARRIOR
Registration Number:	3334674	P.F. CHANG'S
Registration Number:	1847107	P.F. CHANG'S CHINA BISTRO
Registration Number:	3269686	TANEKO JAPANESE TAVERN
Registration Number:	3253489	TANEKO JAPANESE TAVERN
Registration Number:	3353365	TANEKO TAVERN

CORRESPONDENCE DATA

Fax Number: (602)229-4690
Phone: (602)229-5128
Email: usinfo@quarles.com
Correspondence will be sent to the e-mail address first; if this 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: 52

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RECEIPT INFORMATION

ETAS ID:	TM217862
Receipt Date:	11/02/2011
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TRADEMARK ASSIGNMENT

Electronic Version v1.1
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Registration Number:	3582349		
Registration Number:	3465602		
Serial Number:	85227742	IGNITE THE NIGHT	
Serial Number:	85227746	IGNITE THE NIGHT	
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Registration Number:	3625271	P.F. CHANG'S	
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Serial Number:	77301107	P.F. CHANG'S	
Registration Number:	3519289	P.F. CHANG'S	
Registration Number:	3799983	P.F. CHANG'S	
Registration Number:	3691015	P.F. CHANG'S	

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TRADEMARK
REEL: 004659 FRAME: 0483

AMENDMENT TO PLEDGE AND SECURITY AGREEMENT

This Amendment (the "Amendment") is made as of October 26, 2011 by P.F. CHANG'S CHINA BISTRO, 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 Debtor, Agent and various lenders a party thereto.

B. Debtor, 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 and incorporated herein by reference.
 - (c) Exhibit "B" to the Security Agreement is hereby replaced with Exhibit "B" attached hereto and incorporated herein by reference.
 - (d) Exhibit "C" to the Security Agreement is hereby replaced with Exhibit "C" attached hereto and 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

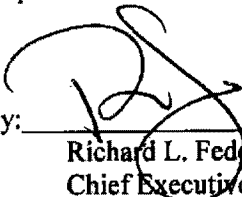
QB\14810260.2

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.

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.

P.F. CHANG'S CHINA BISTRO, 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

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.

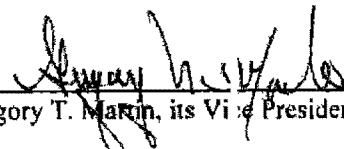
5. Debtor and Agent hereby ratify and confirm the Security Agreement, as amended hereby, in all respects; and, as amended hereby, the terms thereof shall remain in full force and effect.

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

P.F. CHANG'S CHINA BISTRIC, 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

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ATTACHMENT I
TO
EXHIBIT "A"

P.F. CHANG'S CHINA BISTRO
STORE LIST
(AS OF SEPTEMBER 23, 2011)

740 South Mill Avenue
Tempe, AZ 85281

8888 SW 136th Street, Suite T100
Miami, FL 33176

3301 Veterans Memorial Boulevard
Metairie, LA 70002

6809-F Phillips Place Court
Charlotte, NC 28210

2041 Rosecrans Avenue
El Segundo, CA 90245

500 Ashwood Parkway
Atlanta, GA 30338

1819 Lake Cook Road
Northbrook, IL 60062

8500 Beverly Boulevard, #117 and 119
Los Angeles, CA 90048

436 North Orlando Avenue
Winter Park, FL 32789

4325 Glenwood Avenue, Space 225B
Raleigh, NC 27612

7132 East Greenway Parkway
Phoenix, AZ 85254

1205 Broadway Plaza
Walnut Creek, CA 94596

1095 South Rampart Boulevard

8315 S. Park Meadow Center Drive
Littleton, CO 80124

17355 Biscayne Boulevard
Miami, FL 33160

4165 Paradise Road
Las Vegas, NV 89109

1716 M International Drive
McLean, VA 22102

1415 15th Street
Denver, CO 80202

233 Summit Boulevard
Birmingham, AL 35243

2801 W. Big Beaver, 1st Level E -112
Troy, MI 48084

8 Park Plaza
Boston, MA 02116

1504 Old Country Road
Westbury, NY 11590

7014 East Camelback Road
Scottsdale, AZ 85251

326 Wilshire Boulevard
Santa Monica, CA 90401

174 West 300 South
Salt Lake City, UT 84101

4040 Townsfair Way

Las Vegas, NV 89128
2340 Mansell Road
Alpharetta, GA 30022

11301 Rockville Pike, #1-4.1 and 1-4.2
North Bethesda, MD 20895

3333 Buford Drive, Bldg. 4, #VA-03
Buford, GA 30519

1181 Ridgeway Road
Memphis, TN 38119

21821 Oxnard Street
Woodland Hills, CA 91367

125 Westchester Avenue, Space D315
White Plains, NY 10601

1145 Newport Center Drive
Newport Beach, CA 92660

2525 West End
Nashville, TN 37203

1180 Galleria Boulevard
Roseville, CA 95678

49 West Maryland Street, Suite 226
Indianapolis, IN 46204

27000 Crown Valley Parkway
Mission Viejo, CA 92691

8601 Keystone Crossing
Indianapolis, IN 46240

1400 Glades Road, Bay 220
Boca Raton, FL 33431

390 West El Camino Real
Sunnyvale, CA 94087

260 East Colorado Boulevard, Suite 201
Pasadena, CA 91109

Columbus, OH 43219
102 West 47th Street
Kansas City, MO 64112

530 North Wabash
Chicago, IL 60606

1805 East River Road, Suite 101
Tucson, AZ 85718

7077 Friars Road
San Diego, CA 92108

2361 Fountain Square Drive
Lombard, IL 60148

61 Fortune Drive
Irvine, CA 92718

1 West Flatiron Circle, Unit 500 Bldg. 5
Broomfield, CO 80021

2633 Edmonson Road
Norwood, OH 45209

25101 Chagrin Boulevard
Beachwood, OH 44122

3667 Las Vegas Boulevard South
Las Vegas, NV 89109

525 Bellevue Square
Bellevue, WA 98004

10300 Little Patuxent Parkway
Columbia, MD 21044

3255 West Chandler Boulevard
Chandler, AZ 85266

148 West Bridge Street
West Homestead, PA 15120

2700 Southdale Center
Edina, MN 55435

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71800 Highway 111, Suite C104
Rancho Mirage, CA 92270

15301 Ventura Boulevard, Suite P-22
Sherman Oaks, CA 91403

180 El Camino Real
Palo Alto, CA 94304

575 East University Parkway
Orem, UT 84097

6741 Kingston Pike
Knoxville, TN 37919

3101 PGA Boulevard, Suite F142
Palm Beach Gardens, FL 33410

4200 Conroy Road, Space A144
Orlando, FL 32839

1295 Chesterfield Parkway East
Chesterfield, MO 63017

4440 The 25 Way, NE
Albuquerque, NM 87107

219 Westshore Plaza
Tampa, FL 33609

1725 Briargate Parkway
Colorado Springs, CO 80920

9212 Stony Point
Richmond, VA 23235

1139 NW Couch Street
Portland, OR 97209

820 Eastview Mall
Victor, NY 14564

1530 J Street, Suite 100
Sacramento, CA 95814

500 Route 73 South, Space G1
Marlton, NJ 08053

10840 Tamiami Trail
Naples, FL 34108

439 Cool Springs Boulevard
Franklin, TN 37067

2500 North Mayfair Road
Wauwatosa, WI 53226

10150 California Street
Omaha, NE 68114

4551 Virginia Beach Boulevard
Virginia Beach, VA 23462

2425 Lake Lansing Road
Lansing, MI 48912

16170 North 83rd Avenue
Peoria, AZ 85382

5180 Kietzke Lane
Reno, NV 89509

6135 Parkcenter Circle
Dublin, OH 43017

17905 Haggerty Road
Northville Township, MI 48167

4250 Fairfax Corner Avenue
Fairfax, VA 22030

340 South Pine Avenue
Long Beach, CA 90801

6801 Fayetteville Road
Durham, NC 27713

983 Baltimore Pike
Glen Mills, PA 19342

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98 South Second Street
San Jose, CA 95113

12071 Elm Creek Boulevard
Maple Grove, MN 55369

400 Pine Street, Suite 136
Seattle, WA 98101

201 East Magnolia Boulevard, Suite 281
Burbank, CA 91502

110 South Jordan Creek Parkway
West Des Moines, IA 50266

10 Port Imperial Boulevard
West New York, NJ 07093

7210 W. Alameda Avenue
Lakewood, CO 80226

13700 N. Pennsylvania Avenue
Oklahoma City, OK 73134

10281 Midtown Parkway, Suite 137
Jacksonville, FL 32246

317 S. Shackelford Road
Little Rock, AR 72211

925 Blossom Hill Road, Suite 1515
San Jose, CA 95123

2250 E. Thousand Oaks Blvd.
Thousand Oaks, CA 91362

9120 Shelbyville Road
Hurstbourne, KY 40222

391 S. 8th Street
Boise, ID 83702

5915 Sky Pond Drive
Loveland, CO 80538

101 South Green Valley Parkway
Henderson, NV 89012

9435 Civic Center Boulevard
West Chester, OH 45069

1401 Waterfront Parkway
Wichita, KS 67206

5633 Bay Street
Emeryville, CA 94608

19320 NW Emma Way
Hillsboro, OR 97124

3000 184th Street, Suite 912
Lynnwood, WA 98037

2801 N. Pacific Avenue, Suite 101
Atlantic City, NJ 08401

7870 Monticello Avenue
Rancho Cucamonga, CA 91739

7341 Corporate Boulevard
Baton Rouge, LA 70809

25 The Boulevard Saint Louis
Richmond Heights, MO 63117

6610 E. Superstition Springs Blvd.
Mesa, AZ 85206

7463SW Bridgeport Road
Tigard, OR 97224

5 Woodfield Mall, Space D313
Schaumburg, IL 60173

7135 E. Camelback Road
Scottsdale, AZ 85251

7894 N. Blackstone Avenue
Fresno, CA 93720

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23902 E. Prospect Avenue
Aurora, CO 80016

2237 Deming Way
Middleton, WI 52562

901 S. Miami Avenue, Suite 104
Miami, FL 33131

3338 W. Friendly Avenue
Greensboro, NC 27410

3525 Carson Street
Torrance, CA 90503

43316 Christy Street
Fremont, CA 94538

801 W. Main
Spokane, WA 99201

2418 East Sunrise Blvd.
Ft. Lauderdale, FL 33304

2110 Hamilton Place Blvd.
Chattanooga, TN 37421

14135 S. LaGrange Road
Orland Park, IL 60462

3405 Nicholasville Road
Lexington, KY 40503

600 E. Pratt Street, Suite 101
Baltimore, MD 21202

800 Boylston Street
Boston, MA 02199

10325 Perimeter Parkway
Charlotte, NC 28216

1200 Del Monte Center
Monterey, CA 93940

2626 Miamisburg-Centerville Road
Dayton, OH 45459

4540 La Jolla Village Drive
San Diego, CA 92121

1127 Woodruff Road
Greenville, SC 29607

901 N. Glebe Road
Arlington, VA 22203

3545 US Route 1
Princeton, NJ 08540

10700 Stockdale Highway
Bakersfield, CA 93309

2203 S. Promenade, Suite 1310C
Rogers, AR 72758

2015 Birch Road, Suite 1401
Chula Vista, CA 91915

1624 Cumberland Mall, Suite L3108
Atlanta, GA 30339

3475 Tyler Street
Riverside, CA 92503

1330 Stoneridge Mall Road
Pleasanton, CA 94588

124 Coburg Road
Eugene, OR 97401

10081 Gulf Center Drive
Ft. Myers, FL 33913

390 Hackensack Ave., Suite 50
Hackensack, NJ 07601

910 Highland Colony Parkway
Ridgeland, MS 39157

QB\14810260.2

2300 Village Drive West, Bldg. #140
Maumee, OH 43537

17390 Hall Road, Unit R-103
Clinton Township, MI 48038

230 Tresser Boulevard
Stamford, CT 06901

1740 Sawgrass Mills Circle
Sunrise, FL 33323

301 Corte Madera Town Center, Sp. A
Corte Madera, CA 94925

305 The Bridge Street, Suite 101
Huntsville, AL 35806

321 West Katella Avenue, Suite 120
Anaheim, CA 92802

1190 Farrow Parkway
Myrtle Beach, SC 29577

3445 Grand Avenue
Chino Hills, CA 91709

2420 W. Happy Valley Road
Phoenix, AZ 85085

825 Dulaney Valley Road, Suite 1161
Towson, MD 21204

14681 W. McDowell Road
Goodyear, AZ 85395

322 West Farms Mall, Space F226
Farmington, CT 06032

40762 Winchester Road, Suite 400
Temecula, CA 92591

410 Legacy Place
Dedham, MA 02026

131 Colonie Center, Space 305
Albany, NY 12205

640 Grand Boulevard
Sandestin, FL 32550

721 Easton Road
Warrington, PA 18976

3710 Rt. 9, Suite 2817
Freehold, NJ 07728

8108 West Gage Boulevard
Kennewick, WA 99336

1245 Worcester Street, Suite 400 8
Natick, MA 01760

3450 Wrightsboro Road, Suite E 215
Augusta, GA 30909

510 Germantown Pike
Plymouth Meeting, PA

8342 Honeygo Boulevard
Baltimore, MD 21236

307 Sail Place
Annapolis, MD 21401

210 Andover Street
Peabody, MA 01960

18900 Michigan Avenue, Space R-101
Dearborn, MI 48126

26 Schenck Parkway
Asheville, NC 28803

3265 West Market Street, Suite 100A
Akron, OH 44333

1600 Settlers Ridge Center Drive
Robinson Township, PA 15205

QB\14810260.2

100 Cambridgeside Place
Cambridge, MA 02141

1 Galleria Drive, TH131
Buffalo, NY 14225

5621 Paseo Del Norte
Carlsbad, CA 92008

10 Town Center Drive
Collegeville, PA 19426

11361 N.W. 12th Street, Space E-541
Miami, FL 33172

5406 Wisconsin Avenue, Suite B
Chevy Chase, MD 20815

21078 Dulles Town Circle
Sterling, VA 20166

111 Providence Place
Providence, RI 02903

4094 Westheimer
Houston, TX 77027

10114 Jollyville Road
Austin, TX 78759

225 NorthPark Center
Dallas, TX 75225

201 San Jacinto Boulevard
Austin, TX 78701

11685 Westheimer Road
Houston, TX 77077

650 Highway 114
Grapevine, TX 76051

255 East Basse Road, Suite 1200
San Antonio, TX 78209

1201 Lake Woodlands Drive, Suite 301
The Woodlands, TX 77380

2120 Lone Star Drive
Sugar Land, TX 77479

760 Sunland Park Drive
El Paso, TX 79912

400 Throckmorton
Ft. Worth, TX 76102

15900 La Cantera Parkway, Bldg. 1, Suite 1100
San Antonio, TX 78256

18250 Tomball Parkway
Houston, TX 77070

215 E. I-20 Hwy
Arlington, TX 76018

915 W. Bethany
Allen, TX 75013

3100 Expressway 83
McAllen, TX 78503

5488 S. Padre Island Dr., Ste 5001
Corpus Christi, TX 78411

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

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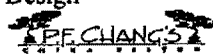
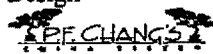
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REEL: 004659 FRAME: 0493

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

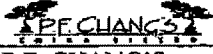

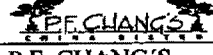

- A. [Intentionally left blank.]
- B. [Intentionally left blank.]
- C. Patents, copyrights, trademarks protected under federal or foreign law

See attached.





International Trademarks

Country	Mark	Owner	App. No./Reg. No.	Class	Status
Algeria	P.F. CHANG'S	Assigned from PFCCB Administration, Inc. ¹	83318	43	Pending
Argentina	P.F. CHANG'S	P.F. Chang's China Bistro, Inc.	2838598	43	Pending.
Argentina	P.F. CHANG'S CHINA BISTRO and Design 	P.F. Chang's China Bistro, Inc.	3021804	43	Pending
Australia	P.F. CHANG'S CHINA BISTRO and Design 	Assigned from PFCCB Administration, Inc.	864408	42	Registered.
Bahamas	P.F. CHANG'S	P.F. Chang's China Bistro, Inc.	Awaiting issuance of filing number	43	Pending
Bahrain	PEI WEI	Assigned from PFCCB Administration, Inc.	72011	43	Pending. Merger documents sent. Can only be recorded once mark has registered.
Bahrain	P.F. CHANG'S CHINA BISTRO and Design 	Assigned from PFCCB Administration, Inc.	67674	43	Pending. Merger documents sent. Can only be recorded once mark has registered.
Brazil	P.F. CHANG'S	P.F. Chang's China Bistro, Inc.	829884866	43	Pending.
Canada	P.F. CHANG'S CHINA BISTRO and Design 	P.F. Chang's China Bistro, Inc.	830797203	43	Pending.

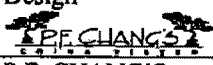
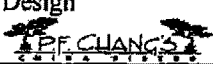

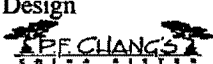
¹ Note that pursuant to an intra-company agreement PFCCB, Inc. has assigned its trademark to P.F. Chang's China Bistro, Inc. or Pei Wei Asian Diner, Inc. However, assignments have not been filed in each jurisdiction listed.

Country	Mark	Owner	App. No./Reg. No.	Class	Status
Canada	P.F. CHANG'S	P.F. Chang's China Bistro, Inc.	TMA778264	43	Registered.
Canada	P.F. CHANG'S CHINA BISTRO and Design 	P.F. Chang's China Bistro, Inc.	TMA778261	43	Registered.
Canada	P.F. CHANG'S	P.F. Chang's China Bistro, Inc.	1291427	43	Pending.
Canada	P.F. CHANG'S CHINA BISTRO	P.F. Chang's China Bistro, Inc.	1295782	43	Pending.
Chile	P.F. CHANG'S	P.F. Chang's China Bistro, Inc.	829697	43	Pending.
Chile	P.F. CHANG'S CHINA BISTRO and Design 	P.F. Chang's China Bistro, Inc.	917292	43	Published.
China	P.F. CHANG'S	Assigned from PFCCB Administration, Inc.	6879917	43	Registered.
Colombia	PEI WEI	P.F. Chang's China Bistro, Inc.	370298	43	Registered
Columbia	P.F. CHANG'S	P.F. Chang's China Bistro, Inc.	415938	43	Registered
Columbia	P.F. CHANG'S CHINA BISTRO and Design 	P.F. Chang's China Bistro, Inc.	388534	43	Registered
Costa Rica	P.F. CHANG'S CHINA BISTRO and Design 	Assigned from PFCCB Administration, Inc.	193339	43	Registered.
Costa Rica	P.F. CHANG'S	Assigned from PFCCB Administration, Inc.	193340	43	Registered.

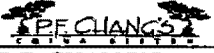


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Country	Mark	Owner	App. No./Reg. No.	Classes	Status
CTM	P.F. CHANG'S CHINA BISTRO	P.F. Chang's China Bistro, Inc.	7285786	29, 30	Registered.
CTM	P.F. CHANG'S	P.F. Chang's China Bistro, Inc.	009874281	16, 29, 43	Registered.
CTM	P.F. CHANG'S CHINA BISTRO and Design 	P.F. Chang's China Bistro, Inc.	1884147	42	Registered.
Dominican Republic	P.F. CHANG'S	P.F. Chang's China Bistro, Inc.	2011-8785	43	Pending
Egypt	P.F. CHANG'S	PFCCB Administration, Inc.	219397	43	Pending Documents sent for recordal of merger. Awaiting Trademark Office recordal.
Egypt	P.F. CHANG'S CHINA BISTRO and Design 	PFCCB Administration, Inc.	219396	43	Pending Documents sent for recordal of merger. Awaiting Trademark Office recordal.
Guatemala	P.F. CHANG'S	P.F. Chang's China Bistro, Inc.	2011-002866	43	Pending.
Honduras	P.F. CHANG'S	P.F. Chang's China Bistro, Inc.	17456-11	43	Pending.
Hong Kong	P.F. CHANG'S	P.F. Chang's China Bistro, Inc.	301100771	43	Registered.
Hong Kong	P.F. CHANG'S CHINA BISTRO and Design 	P.F. Chang's China Bistro, Inc.	301100799	43	Registered.
India	P.F. CHANG'S	Assigned from PFCCB Administration, Inc.	1713947	42	Registered. Documents sent for recordal of merger. Awaiting Trademark Office recordal.
India	P.F. CHANG'S CHINA BISTRO and Design 	P.F. Chang's China Bistro, Inc.	2216144	43	Pending.





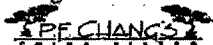
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Country	Mark	Owner	App. No./Reg. No.	Classes	Status
Indonesia	P.F. CHANG'S	Assigned from PFCCB Administration, Inc.	IDM000249711	43	Registered.
Indonesia	P.F. CHANG'S CHINA BISTRO and Design 	Assigned from PFCCB Administration, Inc.	J00 2008 025090	43	Pending
Japan	P.F. CHANG'S	Assigned from PFCCB Administration, Inc.	5222225	43	Registered.
Japan	P.F. CHANG'S CHINA BISTRO and Design 	Assigned from PFCCB Administration, Inc.	5277035	43	Registered.
Jordan	P.F. CHANG'S	Assigned from PFCCB Administration, Inc.	102280	43	Registered. Documents sent for recordal of merger. Awaiting Trademark Office recordal.
Jordan	P.F. CHANG'S CHINA BISTRO and Design 	PFCCB Administration, Inc.	TM/A 30285	43	Registered. Documents sent for recordal of merger. Awaiting Trademark Office recordal.
Kuwait	P.F. CHANG'S	P.F. Chang's China Bistro, Inc.	81783	42	Registered.
Kuwait	P.F. CHANG'S CHINA BISTRO and Design 	P.F. Chang's China Bistro, Inc.	81784	42	Registered.
Kuwait	P.F. CHANG'S in Arabic Characters	P.F. Chang's China Bistro, Inc.	118405	43	Pending
Kuwait	P.F. CHANG'S Logo in Arabic Characters	P.F. Chang's China Bistro, Inc.	118406	43	Pending.
Lebanon	P.F. CHANG'S	Assigned from PFCCB Administration, Inc.	118616	43	Registered.


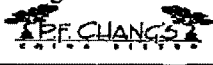
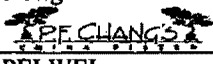
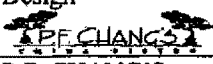
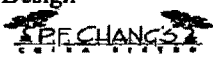
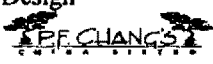
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Country	Mark	Owner	App. No./Reg. No.	Classes	Status
Lebanon	P.F. CHANG'S CHINA BISTRO and Design 	Assigned from PFCCB Administration, Inc.	118602	43	Registered.
Libya	P.F. CHANG'S	Assigned from PFCCB Administration, Inc.	18167	43	Pending. Assignment documents sent to counsel, cannot record until after application registers.
Malaysia	P.F. CHANG'S	Assigned from PFCCB Administration, Inc.	08015178	43	Pending.
Mexico	CHINA BISTRO P.F. CHANG'S and Design 	P.F. Chang's China Bistro, Inc.	887891	30	Registered. Client handling.
Mexico	CHINA BISTRO	P.F. Chang's China Bistro, Inc.	740188	43	Registered Client handling.
Mexico	PEEFE CHANG	P.F. Chang's China Bistro, Inc.	697916	43	Registered. Client handling.
Mexico	PETER FRANK CHANG	P.F. Chang's China Bistro, Inc.	697917	43	Registered. Client handling.
Mexico	Design of a Tree 	P.F. Chang's China Bistro, Inc.	1030446	43	Pending Client handling.
Mexico	P.F. CHANG	P.F. Chang's China Bistro, Inc.	635660	43	Registered. Client handling.
Mexico	THE GREAT WALL OF CHOCOLATE	P.F. Chang's China Bistro, Inc.	1106511	30	Registered. Client handling.
Mexico	CHANG'S ASIAN BISTRO	P.F. Chang's China Bistro, Inc.	1124236	43	Client handling.
Mexico	CHINA BISTRO (trade name)	P.F. Chang's China Bistro, Inc.	21505	42	Registered. Client handling.
Mexico	CHANG'S	P.F. Chang's China Bistro, Inc.	1124235	43	Registered. Client handling.




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Country	Mark	Owner	App. No./Reg. No.	Classes	Status
Mexico	CHANG'S CHINA BISTRO and Design 	P.F. Chang's China Bistro, Inc.	592207	43	Registered. Client handling.
Mexico	CHANG'S THE ASIAN BISTRO	P.F. Chang's China Bistro, Inc.	1124237	43	Registered. Client handling.
Mexico	PHILIP CHIANG'S	P.F. Chang's China Bistro, Inc.	1073780	43	Registered. Client handling.
Mexico	PHILIP CHIANG'S ASIAN BISTRO	P.F. Chang's China Bistro, Inc.	1073781	43	Registered. Client handling.
Mexico	THE HOUSE OF CHANG and Design 	P.F. Chang's China Bistro, Inc.	877745	43	Registered. Client handling.
Mexico	P.F. CHANG'S	P.F. Chang's China Bistro, Inc.	1118738	35	Registered. Client handling.
Mexico	P.F. CHANG'S CHINA BISTRO and Design 	P.F. Chang's China Bistro, Inc.	1125320	43	Registered. Client handling.
Morocco	P.F. CHANG'S	Assigned from PFCCB Administration, Inc.	118682	43	Registered.
New Zealand	PEI WEI	P.F. Chang's China Bistro, Inc.	646796	42	Registered.
New Zealand	PEI WEI ASIAN DINER and Design 	P.F. Chang's China Bistro, Inc.	646706	42	Registered.
New Zealand	P.F. CHANG'S CHINA BISTRO and Design 	P.F. Chang's China Bistro, Inc.	623778	42	Registered.

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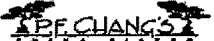
Country	Mark	Owner	App. No./Reg. No.	Class	Status
New Zealand	Bowl man design 	P.F. Chang's China Bistro, Inc.	646707	42	Registered.
Norway	P.F. CHANG'S	P.F. Chang's China Bistro, Inc.	201103809	43	Pending.
Oman	P.F. CHANG'S	Assigned from PFCCB Administration, Inc.	52480	43	Pending. Merger and Assignment documents being sent to counsel
Oman	P.F. CHANG'S CHINA BISTRO and Design 	Assigned from PFCCB Administration, Inc.	58080	43	Pending. Merger and Assignment documents being sent to counsel
Peru	P.F. CHANG'S	P.F. Chang's China Bistro, Inc.	459399-2011	42	Pending.
Peru	P.F. CHANG'S CHINA BISTRO and Design 	P.F. Chang's China Bistro, Inc.	459400-2011	42	Pending.
Philippines	PEI WEI	P.F. Chang's China Bistro, Inc.	4-2008-008834	43	Registered.
Philippines	P.F. CHANG'S	P.F. Chang's China Bistro, Inc.	4-2008-8833	43	Registered.
Philippines	P.F. CHANG'S CHINA BISTRO and Design 	P.F. Chang's China Bistro, Inc.	4-2009-009859	43	Registered.
Puerto Rico	P.F. CHANG'S CHINA BISTRO and Design 	Assigned from PFCCB Administration, Inc.	72406	43	Registered. Documents sent for recordal of merger. Awaiting Trademark Office recordal.
Puerto Rico	P.F. CHANG'S CHINA BISTRO and Design 	Assigned from PFCCB Administration, Inc.	76019	35	Pending. Documents sent for recordal of merger. Awaiting Trademark Office recordal.

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Country	Mark	Owner	App. No./Reg. No.	Classes	Status
Puerto Rico	P.F. CHANG'S	Assigned from PFCCB Administration, Inc.	71748	35	Registered. Documents sent for recordal of merger. Awaiting Trademark Office recordal.
Puerto Rico	P.F. CHANG'S	Assigned from PFCCB Administration, Inc.	71747	43	Registered. Documents sent for recordal of merger. Awaiting Trademark Office recordal.
Qatar	P.F. CHANG'S	Assigned from PFCCB Administration, Inc.	52018	43	Registered. Documents sent for recordal of merger. Awaiting Trademark Office recordal.
Qatar	P.F. CHANG'S CHINA BISTRO and Design 	Assigned from PFCCB Administration, Inc.	52019	43	Registered. Documents sent for recordal of merger. Awaiting Trademark Office recordal.
Russia	PEI WEI	P.F. Chang's China Bistro, Inc.	389042	43	Registered.
Russia	P.F. CHANG'S	P.F. Chang's China Bistro, Inc.	385597	43	Registered.
Russia	P.F. CHANG'S CHINA BISTRO & Design 	P.F. Chang's China Bistro, Inc.	2010730816	43	Pending.
Saudi Arabia	P.F. CHANG'S	Assigned from PFCCB Administration, Inc.	132667	43	Pending. Documents sent for recordal of merger. Awaiting Trademark Office recordal.
Saudi Arabia	P.F. CHANG'S CHINA BISTRO and Design 	Assigned from PFCCB Administration, Inc.	132668	43	Pending. Documents sent for recordal of merger. Awaiting Trademark Office recordal.

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TRADEMARK
REEL: 004659 FRAME: 0502

Country	Mark	Owner	App. No./Reg. No.	Classes	Status
Singapore	P.F. CHANG'S	Assigned from PFCCB Administration, Inc.	T08/101101	43	Registered.
South Africa	P.F. CHANG'S	Assigned from PFCCB Administration, Inc.	2008/17292	43	Registered.
South Korea	P.F. CHANG'S	Assigned from PFCCB Administration, Inc.	41-0207511	43	Registered.
South Korea	P.F. CHANG	Assigned from PFCCB Administration, Inc.	0133054	43	Registered.
Sudan	P.F. CHANG'S	Assigned from PFCCB Administration, Inc.	39442	43	Pending.
Switzerland	P.F. CHANG'S	Assigned from PFCCB Administration, Inc.	580535	43	Registered.
Syria	P.F. CHANG'S	Assigned from PFCCB Administration, Inc.	117313	43	Registered. Recordal has been filed. Awaiting Trademark Office recording.
Taiwan	P.F. CHANG'S	Assigned from PFCCB Administration, Inc.	01354912	43	Registered.
Thailand	P.F. CHANG'S	Assigned from PFCCB Administration, Inc.	SM45584	43	Registered.
Tunisia	P.F. CHANG'S	Assigned from PFCCB Administration, Inc.	EE081805	43	Registered.
Turkey	P.F. CHANG'S	P. F. Chang's China Bistro, Inc.	2008/41511	43	Registered.
Turkey	P.F. CHANG'S CHINA BISTRO and Design 	P. F. Chang's China Bistro, Inc.	2010/61897	43	Pending




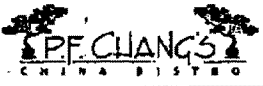

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Country	Mark	Owner	App. No./Reg. No.	Class(es)	Status
UAE	P.F. CHANG'S	Assigned from PFCCB Administration, Inc.	105694	43	Registered. Assignment has been filed. Awaiting Trademark Office recording.
UAE	P.F. CHANG'S CHINA BISTRO and Design 	Assigned from PFCCB Administration, Inc.	105694	43	Registered. Assignment has been filed. Awaiting Trademark Office recording.
Venezuela	P. F. CHANG'S	PFCCB Administration, Inc.	1-08-22.368	43	Pending. LR gathering documents to file recordal.
Yemen	P.F. CHANG'S	PFCCB Administration, Inc.	35439	43	Registered. Documents sent for recordal of merger. Awaiting Trademark Office recordal.

United States Trademarks





Mark	Owner	App. No. /Reg. No.	Class(es)	Status
ACKNOWLEDGE THE CRAVING	P.F. Chang's China Bistro, Inc.	3,812,167	43	Registered.
Design of a Tree 	PF Chang's China Bistro, Inc.	3,719,202	35	Registered
Design of a Tree 	PF Chang's China Bistro, Inc.	3,582,349	43	Registered
Design of Two Trees 	PF Chang's China Bistro, Inc.	3,465,602	43	Registered
IGNITE THE NIGHT	PF Chang's China Bistro, Inc.	85/227,742	29	Pending
IGNITE THE NIGHT	PF Chang's China Bistro, Inc.	85/227,746	30	Pending

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Mark	Owner	App. No. /Reg. No.	Class(es)	Status
LUCKY CAT	P.F. Chang's China Bistro, Inc.	3,615,496	35	Registered.
P.F. CHANG'S	P.F. Chang's China Bistro, Inc.	3,625,271	29	Registered.
P.F. CHANG'S	P.F. Chang's China Bistro, Inc.	3,799,984	29	Registered.
P.F. CHANG'S	P.F. Chang's China Bistro, Inc.	77/301,107	30	Pending
P.F. CHANG'S	P.F. Chang's China Bistro, Inc.	3,519,289	30	Registered.
P.F. CHANG'S	P.F. Chang's China Bistro, Inc.	3,334,674	35, 43	Registered.
P.F. CHANG'S and Design 	P.F. Chang's China Bistro, Inc.	3,799,983	29	Registered
P.F. CHANG'S and Design 	P.F. Chang's China Bistro, Inc.	3691015	29	Registered
P.F. CHANG'S and Design 	P.F. Chang's China Bistro, Inc.	3,448,656	30	Registered
P.F. CHANG'S CHINA BISTRO and Design 	P.F. Chang's China Bistro, Inc.	1,847,107	42	Registered
P.F. CHANG'S HOME MENU	P.F. Chang's China Bistro, Inc.	3,894,009	29	Registered
P.F. CHANG'S HOME MENU	P.F. Chang's China Bistro, Inc.	85/055,238	30	Pending
P.F. CHANG'S HOME MENU and Design 	P.F. Chang's China Bistro, Inc.	3,893,239	29	Registered
Start Strong. Finish Strong.	P.F. Chang's China	3,716,869	43	Registered.

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TRADEMARK
REEL: 004659 FRAME: 0505

Mark	Owner	App. No. /Reg. No.	Class(es)	Status
	Bistro, Inc.			
TANEKO	P.F. Chang's China Bistro, Inc.	3,226,629	43	Registered
TANEKO JAPANESE TAVERN	P.F. Chang's China Bistro, Inc.	3,269,686	35, 43	Registered
TANEKO JAPANESE TAVERN and Design	P.F. Chang's China Bistro, Inc.	3,253,489	35, 43	Registered
				
TANEKO TAVERN	P.F. Chang's China Bistro, Inc.	3,353,365	43	Registered
THE GREAT WALL OF CHOCOLATE	P.F. Chang's China Bistro, Inc.	3,721,770	30	Registered.
TRIPLE HAPPINESS	P.F. Chang's China Bistro, Inc.	4,017,170	43	Registered.
TRIPLE HAPPINESS and Design (color)	P.F. Chang's China Bistro, Inc.	85/349,561	43	Pending
				
Triple Happiness Logo	P.F. Chang's China Bistro, Inc.	85/358,686	43	Pending
				
VINEYARD 518	P.F. Chang's China Bistro, Inc.	3,865,836	33	Registered.
VINEYARD 518 and Design	P.F. Chang's China Bistro, Inc.	3,868,804	33	Registered.
 VINEYARD 518				
WARRIOR	P.F. Chang's China Bistro, Inc.	3,722,337	35	Registered.

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TRADEMARK
REEL: 004659 FRAME: 0506

Patent

United States Patent No. 6,718,967 owned by P.F. Chang's China Bistro, Inc. for a Wok Cooking Apparatus.

Registered Copyrights

Owner Name	Full Title	Copyright Number	Date
P.F. CHANG'S CHINA BISTRO, INC.	BEST OF BOTH WORLDS P.F. CHANG'S CHINA BISTRO.	VA0001711352	1999
P.F. CHANG'S CHINA BISTRO, INC.	P.F. CHANG'S AND TREE DESIGN GIFT CARD.	VA0001714382	2008
P.F. CHANG'S CHINA BISTRO, INC.	P.F. CHANG'S CHINA BISTRO AND HORSES DESIGN GIFT CARD.	VA0001710335	2001
P.F. CHANG'S CHINA BISTRO, INC.	P.F. CHANG'S INTRODUCING FIVE NEW REGIONAL CLASSICS.	VA0001728132	2009
P.F. CHANG'S CHINA BISTRO, INC.	TRY OUR DELICIOUS NEW DISHES!	VA0001725133	2009
PFCCB ADMINISTRATION, INC. ²	P.F. CHANG'S WEBSITE	TX0006870:36	2008

² The two copyright registrations listed with PFCCB Administration, Inc. (one listed under P. F. Chang's China Bistro, Inc. and one listed under Pei Wei Asian Diner, Inc.) as the owner have been assigned via intra-company agreement to each respective entity, but an assignment has not yet been filed with the United States Copyright Office.

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EXHIBIT "C"**List of Pledged Securities
(See Section 3.13 of Security Agreement)**

<u>of P.F. Chang's China Bistro Inc.</u>	<u>Name</u>	<u>Entity and State</u>	<u>Borrower Ownership %</u>
1.	PEI WEI ASIAN DINER, INC.	a Delaware corporation	100%
2.	PFCCB Shared Corporate Services, Inc.	an Arizona corporation	100%
3.	PFCCB Gift Card, Inc.	an Arizona corporation	100%
4.	PFCCB Pinnacle Peak, LLC	an Arizona limited liability company	100%
5.	PFCCB Equipment, LLC	an Arizona limited liability company	100%
6.	PFCCB International, Inc.	a Delaware corporation	100%
7.	PFCCB Retail, Inc.	a Delaware corporation	100%

PLEDGE AND SECURITY AGREEMENT
(P.F. Chang's)

THIS PLEDGE AND SECURITY AGREEMENT is entered into as of August 31, 2007 by and between P.F. CHANG'S CHINA BISTRO, 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

The Debtor, 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 Debtor 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 Debtor 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. Other Collateral shall not include any leasehold interest held by the Debtor. 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

Except as set forth in the Credit Agreement, 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 corporate 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 by-laws 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 Membership Interests. None of the limited liability company membership interests owned by the Debtor is evidenced by any certificate. The Debtor further represents and warrants that none of the limited liability company membership units of the Debtor issued by any Subsidiary is a security governed by Article 8 of the Uniform Commercial Code of the jurisdiction in which such Subsidiary is organized.

3.12 Federal Employer Identification Number. The Debtor's Federal employer identification number is 86-0815086.

3.13 State Organization Number. If the Debtor is a registered organization, the Debtor's State organization number is 2587540.

3.14 Pledged Securities. Exhibit "C" sets forth a complete and accurate list of the Securities delivered to the Agent. The Debtor is the direct and beneficial owner of each Security listed on Exhibit "C" as being owned by it, free and clear of any Liens, except for the security interest granted to the Agent for the benefit of the Lenders hereunder. The Debtor further represents and warrants that all such Securities which are shares of stock in a corporation have been (to the extent such concepts are relevant with respect to such Security) duly and validly issued, are fully paid and non-assessable.

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.

4.4 Securities. The Debtor will (i) deliver to the Agent immediately upon execution of this Security Agreement the originals of all Securities constituting Collateral (if any then exist), (ii) hold in trust for the Agent upon receipt and immediately thereafter deliver to the Agent any Securities constituting Collateral, and (iii) upon the Agent's reasonable request, after the occurrence and during the continuance of a Default, deliver to the Agent (and thereafter hold in trust for the Agent upon receipt and immediately deliver to the Agent) any Document evidencing or constituting Collateral.

4.5 Uncertificated Securities and Certain Other Investment Property. The Debtor will permit the Agent from time to time to cause the appropriate issuers (and, if held with a securities intermediary, such securities intermediary) of uncertificated securities (or other types of Investment Property not represented by certificates which are Collateral to mark their books and records with the numbers and face amounts of all such uncertificated securities or other types of Investment Property not represented by certificates and all rollovers and replacements therefor to reflect the Lien of the Agent granted pursuant to this Security Agreement. The Debtor will take any actions reasonably necessary to cause (i) the issuers of uncertificated securities which are Collateral and which are Securities and (ii) any financial intermediary which is the holder of any Investment Property, to cause the Agent to have and retain Control over such Securities or other Investment Property. Without limiting the foregoing, the Debtor will, with respect to Investment Property held with a financial intermediary, cause such financial intermediary to enter into a control agreement with the Agent in form and substance reasonably satisfactory to the Agent. Without the prior written consent of the Agent, the Debtor will not cause or permit the membership interests of the Debtor in any Subsidiary which is a limited liability company to be evidenced by a certificate issued by such Subsidiary or to constitute a security governed by Article 8 of the Uniform Commercial Code of the jurisdiction in which such Subsidiary is organized.

4.6 Stock and Other Ownership Interests. Except as otherwise permitted under the Credit Agreement:

4.6.1 Changes in Capital Structure of Issuers. Where the Debtor has Control (as defined in the Credit Agreement), the Debtor will not (i) permit or suffer any issuer of privately held corporate securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral to dissolve, liquidate, retire any of its capital stock or other Instruments or Securities evidencing ownership, reduce its capital or merge or consolidate with any other entity, or (ii) vote any of the Instruments, Securities or other Investment Property in favor of any of the foregoing.

4.6.2 Issuance of Additional Securities. Where the Debtor has Control (as defined in the Credit Agreement), the Debtor will not permit or suffer the issuer of privately held corporate securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral to issue any such securities or other ownership interests, any right to receive the same or any right to receive earnings, except to the Debtor.

4.6.3 Registration of Pledged Securities and other Investment Property. The Debtor will permit any registrable Collateral to be registered in the name of the Agent or its nominee at any time after a Default at the option of the Required Secured Parties.

4.6.4 Exercise of Rights in Pledged Securities and other Investment Property. The Debtor will permit the Agent or its nominee at any time after the occurrence of a Default, without notice, to exercise all voting and corporate rights relating to the Collateral, including, without limitation, exchange, subscription or any other rights, privileges, or options pertaining to any corporate securities or other ownership interests or Investment Property in or of a corporation, partnership, joint venture or limited liability company constituting Collateral and the Stock Rights as if it were the absolute owner thereof.

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 and 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, 4.4, 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.

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.

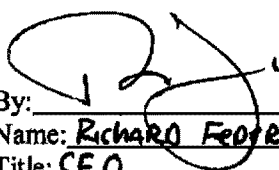
ARTICLE X

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.

P.F. CHANG'S CHINA BISTRO, 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.

P.F. CHANG'S CHINA BISTRO, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

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

By: Steven J. Krakoski
Name: Steven J. Krakoski
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: See Attachment I

A. Real Properties Owned by the Debtor:

See Attachment I

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

ATTACHMENT I
TO
EXHIBIT "A"

P.F. CHANG'S CHINA BISTRO
STORE LIST*
(AS OF AUGUST 16, 2007)

740 South Mill Avenue
Tempe, AZ 85281

8315 S. Park Meadow Center Drive
Littleton, CO 80124

8888 SW 136th Street, Suite T100
Miami, FL 33176

17355 Biscayne Boulevard
Miami, FL 33160

3301 Veterans Memorial Boulevard
Metairie, LA 70002

4165 Paradise Road
Las Vegas, NV 89109

6809-F Phillips Place Court
Charlotte, NC 28210

1716 M International Drive
McLean, VA 22102

2041 Rosecrans Avenue
El Segundo, CA 90245

1415 15th Street
Denver, CO 80202

500 Ashwood Parkway
Atlanta, GA 30338

233 Summit Boulevard
Birmingham, AL 35243

1819 Lake Cook Road
Northbrook, IL 60062

2801 W. Big Beaver, 1st Level D-112
Troy, MI 48084

8500 Beverly Boulevard, #117 and 119
Los Angeles, CA 90048

8 Park Plaza
Boston, MA 02116

436 North Orlando Avenue
Winter Park, FL 32789

1504 Old Country Road
Westbury, NY 11590

4325 Glenwood Avenue, Space 225B
Raleigh, NC 27612

390 Hackensack Ave., Suite 50
Hackensack, NJ 07601

7132 East Greenway Parkway
Phoenix, AZ 85254

326 Wilshire Boulevard
Santa Monica, CA 90401

1205 Broadway Plaza
Walnut Creek, CA 94596

174 West 300 South
Salt Lake City, UT 84101

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1095 South Rampart Boulevard
Las Vegas, NV 89128

4040 Townsfair Way
Columbus, OH 43219

2340 Mansell Road
Alpharetta, GA 30022

102 West 47th Street
Kansas City, MO 64112

11301 Rockville Pike, #1-4.1 and 1-4.2
North Bethesda, MD 20895

530 North Wabash
Chicago, IL 60606

3333 Buford Drive, Bldg. 4, #VA-03
Buford, GA 30519

1805 East River Road, Suite 101
Tucson, AZ 85718

1181 Ridgeway Road
Memphis, TN 38119

7077 Friars Road
San Diego, CA 92108

21821 Oxnard Street
Woodland Hills, CA 91367

2361 Fountain Square Drive
Lombard, IL 60148

125 Westchester Avenue, Space D315
White Plains, NY 10601

61 Fortune Drive
Irvine, CA 92718

1145 Newport Center Drive
Newport Beach, CA 92660

1 West Flat Iron Circle, Unit 500, Bldg. 5
Broomfield, CO 80021

2525 West End
Nashville, TN 37203

2633 Edmonson Road
Norwood, OH 45209

1180 Galleria Boulevard
Roseville, CA 95678

25101 Chagrin Boulevard
Beachwood, OH 44122

49 West Maryland Street, Suite 226
Indianapolis, IN 46204

3667 Las Vegas Boulevard South
Las Vegas, NV 89109

27000 Crown Valley Parkway
Mission Viejo, CA 92691

525 Bellevue Square
Bellevue, WA 98004

8601 Keystone Crossing
Indianapolis, IN 46240

10300 Little Patuxent Parkway
Columbia, MD 21044

1400 Glades Road, Bay 220
Boca Raton, FL 33431

3255 West Chandler Boulevard
Chandler, AZ 85266

390 West El Camino Real
Sunnyvale, CA 94087

148 West Bridge Street
West Homestead, PA 15120

260 East Colorado Boulevard, Suite 201
Pasadena, CA 91109

71800 Highway 111, Suite C104
Rancho Mirage, CA 92270

15301 Ventura Boulevard, Suite P-22
Sherman Oaks, CA 91403

180 El Camino Real
Palo Alto, CA 94304

575 East University Parkway
Orem, UT 84097

6741 Kingston Pike
Knoxville, TN 37919

3101 PGA Boulevard, Suite F142
Palm Beach Gardens, FL 33410

4200 Conroy Road, Space A144
Orlando, FL 32839

1295 Chesterfield Parkway East
Chesterfield, MO 63017

4440 The 25 Way, NE
Albuquerque, NM 87107

219 Westshore Plaza
Tampa, FL 33609

1725 Briargate Parkway
Colorado Springs, CO 80920

9212 Stony Point
Richmond, VA 23235

1139 NW Couch Street
Portland, OR 97209

820 Eastview Mall
Victor, NY 14564

2700 Southdale Center
Edina, MN 55435

500 Route 73 South, Space G1
Marlton, NJ 08053

10840 Tamiami Trail
Naples, FL 34108

439 Cool Springs Boulevard
Franklin, TN 37067

2500 North Mayfair Road
Wauwatosa, WI 53226

10150 California Street
Omaha, NE 68114

4551 Virginia Beach Boulevard
Virginia Beach, VA 23462

2425 Lake Lansing Road
Lansing, MI 48912

16170 North 83rd Avenue
Peoria, AZ 85382

5180 Kietzke Lane
Reno, NV 89509

6135 Parkcenter Circle
Dublin, OH 43017

17905 Haggerty Road
Northville Township, MI 48167

4250 Fairfax Corner Avenue
Fairfax, VA 22030

340 South Pine Avenue
Long Beach, CA 90801

6801 Fayetteville Road
Durham, NC 27713

1530 J Street, Suite 100
Sacramento, CA 95814

98 South Second Street
San Jose, CA 95113

12071 Elm Creek Boulevard
Maple Grove, MN 55369

400 Pine Street, Suite 136
Seattle, WA 98101

201 East Magnolia Boulevard, Suite 281
Burbank, CA 91502

110 South Jordan Creek Parkway
West Des Moines, IA 50266

10 Port Imperial Boulevard
West New York, NJ 07093

7210 W. Alameda Avenue
Lakewood, CO 80226

13700 N. Pennsylvania Avenue
Oklahoma City, OK 73134

10281 Midtown Parkway, Suite 137
Jacksonville, FL 32246

317 S. Shackelford Road
Little Rock, AR 72211

925 Blossom Hill Road, Suite 1515
San Jose, CA 95123

2250 E. Thousand Oaks Blvd.
Thousand Oaks, CA 91362

9120 Shelbyville Road
Hurstbourne, KY 40222

391 S. 8th Street
Boise, ID 83702

983 Baltimore Pike
Glen Mills, PA 19342

101 South Green Valley Parkway
Henderson, NV 89012

9435 Civic Center Boulevard
West Chester, OH 45069

1401 Waterfront Parkway
Wichita, KS 67206

5633 Bay Street
Emeryville, CA 94608

19320 NW Emma Way
Hillsboro, OR 97124

3000 184th Street, Suite 912
Lynnwood, WA 98037

2801 N. Pacific Avenue, Suite 10
Atlantic City, NJ 08401

7870 Monticello Avenue
Rancho Cucamonga, CA 91739

7341 Corporate Boulevard
Baton Rouge, LA 70809

25 The Boulevard Saint Louis
Richmond Heights, MO 63117

6610 E. Superstition Springs Blvd.
Mesa, AZ 85206

7463SW Bridgeport Road
Tigard, OR 97224

5 Woodfield Mall, Space D313
Schaumburg, IL 60173

7135 E. Camelback Road
Scottsdale, AZ 85251

5915 Sky Pond Drive
Loveland, CO 80538

23902 E. Prospect Avenue
Aurora, CO 80016

2237 Deming Way
Middleton, WI 52562

901 S. Miami Avenue, Suite 104
Miami, FL 33131

3338 W. Friendly Avenue
Greensboro, NC 27410

3525 Carson Street
Torrance, CA 90503

43316 Christy Street
Fremont, CA 94538

801 W. Main
Spokane, WA 99201

2418 East Sunrise Blvd.
Ft. Lauderdale, FL 33304

2110 Hamilton Place Blvd.
Chattanooga, TN 37421

14135 S. LaGrange Road
Orland Park, IL 60462

3405 Nicholasville Road
Lexington, KY 40503

600 E. Pratt Street, Suite 101
Baltimore, MD 21202

800 Boylston Street
Boston, MA 02199

10325 Perimeter Parkway
Charlotte, NC 28216

7894 N. Blackstone Avenue
Fresno, CA 93720

2626 Miamisburg-Centerville Road
Dayton, OH 45459

4540 La Jolla Village Drive
San Diego, CA 92121

1127 Woodruff Road
Greenville, SC 29607

901 N. Glebe Road
Arlington, VA 22203

3545 US Route 1
Princeton, NJ 08540

10700 Stockdale Highway
Bakersfield, CA 93309

2203 S. Promenade, Suite 13100
Rogers, AR 72758

2015 Birch Road, Suite 1401
Chula Vista, CA 91915

1624 Cumberland Mall, Suite LS 108
Atlanta, GA 30339

3475 Tyler Street
Riverside, CA 92503

1330 Stoneridge Mall Road
Pleasanton, CA 94588

124 Coburg Road
Eugene, OR 97401

10081 Gulf Center Drive
Ft. Myers, FL 33913

*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
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	

EXHIBIT "C"**List of Pledged Securities
(See Section 3.13 of Security Agreement)**

	<u>of P.F. Chang's China Bistro Inc.</u>	<u>Name</u>	<u>Entity and State</u>	<u>Borrower Ownership %</u>
1.		PEI WEI ASIAN DINER, INC.	a Delaware corporation	100 %
2.		PFCCB Administration, Inc.	a Delaware corporation	100 %
3.		PFCCB Shared Corporate Services, Inc.	an Arizona corporation	100 %
4.		PFCCB Gift Card, Inc.	an Arizona corporation	100 %
7.		PFCCB Licensing, Inc.	a Delaware corporation	100 %
8.		PFCCB Retail, Inc.	a Delaware corporation	100 %

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