

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PEI WEI ASIAN DINER, LLC		07/02/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, AS COLLATERAL AGENT
Street Address:	1808 ASHTON AVENUE, SUITE 250
City:	CARLSBAD
State/Country:	CALIFORNIA
Postal Code:	92008
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2541654	
Registration Number:	3546588	EAST OF USUAL
Registration Number:	4108053	KID'S WEI
Registration Number:	3411637	PEI WEI
Registration Number:	2598916	PEI WEI
Registration Number:	2632664	PEI WEI ASIAN DINER
Registration Number:	3005828	PEI WEI ASIAN DINER
Registration Number:	3429279	PEI WEI ASIAN DINER PEI WEI ASIAN DINER
Registration Number:	4015271	PEI WEI
Registration Number:	3241722	PEI WEI ASIAN DINER
Serial Number:	85448097	DINER SELECTS
Serial Number:	85448101	DINER SELECTS
Serial Number:	85595442	INSPIRASIA

OP \$340.00 2541654

CORRESPONDENCE DATA

Fax Number: 7147558290

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	048472-0006
NAME OF SUBMITTER:	KRISTIN J AZCONA
Signature:	/KJA/
Date:	07/03/2012

Total Attachments: 7

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Trademark Security Agreement

This TRADEMARK SECURITY AGREEMENT is dated as of July 2, 2012, by P.F. Chang's China Bistro, Inc. and Pei Wei Asian Diner, LLC (each individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. "Trademarks" shall mean, collectively, with respect to each Pledgor, all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locators (URLs), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to such Pledgor and all registrations and applications for the foregoing (whether statutory or common law in the United States), together with any and all (i) rights and privileges arising under applicable Law with respect to such Pledgor's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements, dilutions or other violations thereof. Unless otherwise defined herein, other terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

The lien granted hereunder expressly excludes the Excluded Property.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

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

Very truly yours,
P.F. Chang's China Bistro, Inc.
Pei Wei Asian Diner, LLC,
each as a Pledgor

By: 

Name: Mark D. Mumford

Title: Chief Financial Officer and Secretary

Signature page to Trademark Security Agreement

TRADEMARK
REEL: 004814 FRAME: 0390

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: Maureen S. Malphus
Name: Maureen S. Malphus
Title: Vice President

Signature page to Trademark Security Agreement

TRADEMARK
REEL: 004814 FRAME: 0391

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Owner	Trademark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
P.F. Chang's China Bistro, Inc.	ACKNOWLEDGE THE CRAVING	IC 043 US 100, 101	77865008 11/4/2009	3,812,167 6/29/2010
P.F. Chang's China Bistro, Inc.	Design of a Tree	IC 035 US 100, 101, 102	77366824 1/8/2008	3,719,202 12/1/2009
P.F. Chang's China Bistro, Inc.	Design of a Tree	IC 043 US 100, 101	77365686 1/7/2008	3,582,349 3/3/2009
Pei Wei Asian Diner, LLC	Design of a Bowl Man	IC 042 US 100, 101	76067762 6/9/2000	2,541,654 2/19/2002
P.F. Chang's China Bistro, Inc.	Design of Two Trees	IC 043 US 100, 101	77187510 5/22/2007	3,465,602 7/15/2008
Pei Wei Asian Diner, LLC	EAST OF USUAL	IC 043 US 100, 101	77461936 4/30/2008	3,546,588 12/16/2008
Pei Wei Asian Diner, LLC	KID'S WEI	IC 043 US 100, 101	85340415 6/7/2011	4,108,053 3/6/2012
P.F. Chang's China Bistro, Inc.	LUCKY CAT	IC 035 US 100, 101, 102	77578562 9/25/2008	3,615,496 5/5/2009
P.F. Chang's China Bistro, Inc.	P.F. CHANG'S	IC 029 US 046	77301111 10/10/2007	3,625,271 5/26/2009
P.F. Chang's China Bistro, Inc.	P.F. CHANG'S	IC 029 US 046	77301105 10/10/2007	3,799,984 6/8/2010
P.F. Chang's China Bistro, Inc.	P.F. CHANG'S	IC 30 US 046	77301114 10/10/2007	3,519,289 10/21/2008
P.F. Chang's China Bistro, Inc.	P.F. CHANG'S	IC 035 US 100, 101, 102 IC 043 US 100, 101	78826263 3/1/2006	3,334,674 11/13/2007
P.F. Chang's China Bistro, Inc.	P.F. CHANG'S	IC 030 US 046	77301107 10/10/2007	4,070,839 12/13/2011
P.F. Chang's China Bistro, Inc.	P.F. CHANG'S and design	IC 029 US 046	77301088 10/10/2007	3,799,983 6/8/2010
P.F. Chang's China Bistro, Inc.	P.F. CHANG'S and design	IC 029 US 046	77301093 10/10/2007	3,691,015 10/6/2009
P.F. Chang's China Bistro, Inc.	P.F. CHANG'S and design	IC 030 US 046	77301096 10/10/2007	3,448,656 6/17/2008
P.F. Chang's China Bistro, Inc.	P.F. CHANG'S CHINA BISTRO and design	IC 042 US 100	74410470 7/9/1993	1,847,107 7/26/1994

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Owner	Trademark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
P.F. Chang's China Bistro, Inc.	P.F. CHANG'S HOME MENU	IC 029 US 046	85055233 6/4/2010	3,894,009 12/21/2010
P.F. Chang's China Bistro, Inc.	P.F. CHANG'S HOME MENU and design	IC 029 US 046	85026122 4/29/2010	3,893,239 12/21/2010
Pei Wei Asian Diner, LLC	PEI WEI	IC 035 US 100, 101, 102	77272953 9/6/2007	3,411,637 4/15/2008
Pei Wei Asian Diner, LLC	PEI WEI	IC 042 US 100, 101	76067556 6/9/2000	2,598,916 7/23/2002
Pei Wei Asian Diner, LLC	PEI WEI ASIAN DINER and design	IC 042 US 100, 101	76067761 6/9/2000	2,632,664 10/8/2002
Pei Wei Asian Diner, LLC	PEI WEI ASIAN DINER and design	IC 043 US 100, 101	78455258 7/22/2004	3,005,828 10/11/2005
Pei Wei Asian Diner, LLC	PEI WEI ASIAN DINER and design	IC 043 US 100, 101	77063691 12/13/2006	3,429,279 5/20/2008
Pei Wei Asian Diner, LLC	PEI WEI & design	IC 043 US 100, 101	85196269 12/13/2010	4,015,271 8/23/2011
Pei Wei Asian Diner, LLC	PEI WEI ASIAN DINER and design	IC 035 US 100, 101, 102	78826259 3/1/2006	3,241,722 5/15/2007
P.F. Chang's China Bistro, Inc.	Start Strong. Finish Strong.	IC 043 US 100, 101	77684440 3/5/2009	3,716,869 11/24/2009
P.F. Chang's China Bistro, Inc.	TANEKO	IC 043 US 100, 101	77025705 10/20/2006	3,226,629 4/10/2007
P.F. Chang's China Bistro, Inc.	TANEKO JAPANESE TAVERN	IC 043 US 100, 101	78669434 7/13/2005	3,269,686 7/24/2007
P.F. Chang's China Bistro, Inc.	TANEKO JAPANESE TAVERN and design	IC 035 US 100, 101, 102	78911596 6/19/2006	3,253,489 6/19/2007
P.F. Chang's China Bistro, Inc.	TANEKO TAVERN	IC 043 US 100, 101	78572641 2/22/2005	3,353,365 12/11/2007
P.F. Chang's China Bistro, Inc.	THE GREAT WALL OF CHOCOLATE	IC 030 US 046	77733041 5/8/2009	3,721,770 12/8/2009
P.F. Chang's China Bistro, Inc.	TRIPLE HAPPINESS	IC 043 US 100, 101	85156792 10/20/2010	4,017,170 8/23/2011
P.F. Chang's China Bistro, Inc.	VINEYARD 518	IC 033 US 047, 049	77913075 1/15/2010	3,865,836 10/19/2010
P.F. Chang's China Bistro, Inc.	VINEYARD 518 and design	IC 033 US 047, 049	85006595 4/5/2010	3,868,804 10/26/2010
P.F. Chang's China Bistro, Inc.	WARRIOR	IC 035 US 100, 101, 102	77760608 6/16/2009	3,722,337 12/8/2009

Trademark Applications:

Owner	Trademark	International Class(es)	Application No.	Filing Date
Pei Wei Asian Diner, LLC	DINER SELECTS	IC 029	85448097	10/14/2011

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Owner	Trademark	International Class(es)	Application No.	Filing Date
		US 046		
Pei Wei Asian Diner, LLC	DINER SELECTS	IC 030 US 046	85448101 /	10/14/2011
P.F. Chang's China Bistro, Inc.	Triple Happiness Drinks Dim Sum Street Fare logo	IC 043 US 100, 101	85/349,561	6/17/2011
P.F. Chang's China Bistro, Inc.	ENJOY THE UNEXPECTED	IC 043 US 100, 101	85/599,250	4/16/2012
Pei Wei Asian Diner, LLC	INSPIRASIA	IC 041 US 100, 101, 107	85/595,442 ✓	4/11/2012

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