

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396306

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in United States Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CPK Management Company		08/23/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as Second Lien Collateral Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	4652870	SEEK THE UNIQUE	
Registration Number:	4652872	DRINK THE UNIQUE	
Registration Number:	4532890		
Registration Number:	4532893	CALIFORNIA PIZZA KITCHEN	
Registration Number:	4443863	CALIFORNIA PIZZA KITCHEN PIZZA DOUGH	
Registration Number:	4443547	PIZZA DOUGH	
Registration Number:	3660814	PHILANTHROPIZZA	
Registration Number:	3746054	CALIFORNIA PIZZA KITCHEN CPK	
Registration Number:	3219326	CALIFORNIA PIZZA KITCHEN CPK	
Registration Number:	3219321	CPK	
Registration Number:	3088882	THAI CRUNCH	
Registration Number:	3099870	CALIFORNIA PIZZA KITCHEN	
Registration Number:	3108542	ASAP CALIFORNIA PIZZA KITCHEN	
Registration Number:	2376109	ASAP CALIFORNIA PIZZA KITCHEN	
Registration Number:	2241900	CALIFORNIA PIZZA KITCHEN	
Registration Number:	2001510	CPKIDS	
Registration Number:	2001511	CPKIDS	
Registration Number:	2011517	CALIFORNIA PIZZA KITCHEN C-P-K	
Registration Number:	1724501	CPK	

OP \$515.00 4652870

Property Type	Number	Word Mark
Registration Number:	1637904	CALIFORNIA PIZZA KITCHEN

CORRESPONDENCE DATA

Fax Number: 2138918763

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

Email: rhonda.deleon@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	038507-0533
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	08/25/2016

Total Attachments: 9

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, California Pizza Kitchen, Inc., a Delaware corporation, and CPK Management Company, a California corporation (each, a “Grantor” and together the “Grantors”), each with principal offices at with principal offices at 12181 Bluff Creek Drive, 5th Floor, Playa Vista, CA 90094, hereby grants to Jefferies Finance LLC, as Collateral Agent, with principal offices at 520 Madison Avenue, New York, NY 10022, (the “Grantee”), a continuing security interest in (i) all of such Grantor’s right, title and interest in, to and under to the United States trademark registrations and trademark applications (the “Marks”) set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantors, as such term is defined in the Second Lien Security Agreement among the Grantors, the other assignors from time to time party thereto and the Grantee, dated as of August 23, 2016 (as amended, modified, restated and/or supplemented from time to time, the “Security Agreement”). Upon the occurrence of the termination date (as set forth in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to each Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 23rd day of August, 2016.

GRANTOR(S):

CALIFORNIA PIZZA KITCHEN, INC.,
a Delaware corporation,
as the Company



By: _____
Name: Gerard J. Hart
Title: Chief Executive Officer

CPK MANAGEMENT COMPANY,
a California corporation




By: _____
Name: Gerard J. Hart
Title: Chief Executive Officer

[Signature Page to Grant of Security Interest in United States Trademarks (Second Lien)]

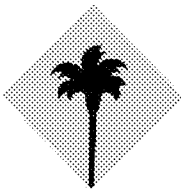

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
23rd day of August, 2016.

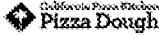

JEFFERIES FINANCE LLC,
as Collateral Agent and Grantee



By 
Name: *Brian Eudge*
Title: *Managing Director*



[Signature Page to Grant of Security Interest in United States Trademarks (Second Lien)]



MARKS

Trademark	App #	App. Date	Reg #	Reg. Date	Owner Name
SEEK THE UNIQUE	86272141	5/5/2014	4652870	12/9/2014	CPK Management Company
DRINK THE UNIQUE	86272154	5/5/2014	4652872	12/9/2014	CPK Management Company
	86062710	9/12/2013	4532890	5/20/2014	CPK Management Company
	86062730	9/12/2013	4532893	5/20/2014	CPK Management Company

<u>Trademark</u>	<u>App #</u>	<u>App. Date</u>	<u>Reg #</u>	<u>Reg. Date</u>	<u>Owner Name</u>
 California Pizza Kitchen Pizza Dough	85917446	4/29/2013	4443863	12/3/2013	CPK Management Company
PIZZA DOUGH	85908369	4/18/2013	4443547	12/3/2013	CPK Management Company
PHILANTHROPIZZA	77655872	1/23/2009	3660814	7/28/2009	CPK Management Company
 california PIZZA KITCHEN	77655873	1/23/2009	3746054	2/9/2010	CPK Management Company

<u>Trademark</u>	<u>App #</u>	<u>App. Date</u>	<u>Reg #</u>	<u>Reg. Date</u>	<u>Owner Name</u>
	76660887	5/31/2006	3219326	3/20/2007	CPK Management Company
	76660602	5/25/2006	3219321	3/20/2007	CPK Management Company
THAI CRUNCH	76642294	7/6/2005	3088882	5/2/2006	CPK Management Company

<u>Trademark</u>	<u>App #</u>	<u>App. Date</u>	<u>Reg #</u>	<u>Reg. Date</u>	<u>Owner Name</u>
	76641995	6/30/2005	3099870	6/6/2006	CPK Management Company
	76641996	6/30/2005	3108542	6/27/2006	CPK Management Company

<u>Trademark</u>	<u>App #</u>	<u>App. Date</u>	<u>Reg #</u>	<u>Reg. Date</u>	<u>Owner Name</u>
	75605326	12/14/1998	2376109	8/8/2000	CPK Management Company
CALIFORNIA PIZZA KITCHEN	75265470	3/28/1997	2241900	4/27/1999	CPK Management Company
CPKIDS	75006457	10/16/1995	2001510	9/17/1996	CPK Management Company
CPKIDS	75006458	10/16/1995	2001511	9/17/1996	CPK Management Company
	74665203	4/24/1995	2011517	10/29/1996	CPK Management Company
CPK	74246883	2/18/1992	1724501	10/13/1992	CPK Management Company

<u>Trademark</u>	<u>App #</u>	<u>App. Date</u>	<u>Reg #</u>	<u>Reg. Date</u>	<u>Owner Name</u>
CALIFORNIA PIZZA KITCHEN	73784968	3/6/1989	1637904	3/12/1991	CPK Management Company
CALIFORNIA PIZZA KITCHEN			23196	5/20/1985	CPK Management Company