

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM479880

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
P.F. Chang's China Bistro, Inc.		06/28/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barclays Bank PLC, as Administrative Agent		
<b>Street Address:</b>	745 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Public Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87942002	SCIENCE OF THE WOK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<i>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.</i>			
<b>Phone:</b>	212-906-1216		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP c/o Angela M. Amaru		
<b>Address Line 1:</b>	885 Third Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	039269-0507		
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru		
<b>SIGNATURE:</b>	/S/ Angela M. Amaru		
<b>DATE SIGNED:</b>	06/28/2018		
<b>Total Attachments: 4</b>			
source=PF Chang's - Supplemental Trademark Security Agreement#page1.tif			
source=PF Chang's - Supplemental Trademark Security Agreement#page2.tif			
source=PF Chang's - Supplemental Trademark Security Agreement#page3.tif			
source=PF Chang's - Supplemental Trademark Security Agreement#page4.tif			

OP \$40.00 87942002

## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of June 28, 2018 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 BARCLAYS BANK PLC, 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 (including any intent-to-use Trademark application prior to the filing of a "statement of use" or "amendment to allege use" with respect thereto solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration issuing therefrom under federal Law).

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 Supplement 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.


By:   
Name: James A. Bell  
Title: Chief Financial Officer

PEI WEI ASIAN DINER, LLC

By:   
Name: R. Michael Welborn  
Title: Executive Vice President and Secretary

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
PEI WEI ASIAN DINER, LLC	5481063	

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
P.F. CHANG'S CHINA BISTRO, INC.	87/942002	SCIENCE OF THE WOK