

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513252

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pei Wei Asian Diner, LLC		03/05/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wok Investco Inc.		
Street Address:	C/O CENTERBRIDGE PARTNERS, L.P.		
Internal Address:	375 PARK AVENUE, 11TH FLOOR		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10152		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	2541654		
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:	3241722	PEI WEI ASIAN DINER	
Registration Number:	4800404	ASIAN INSPIRED. FRESHLY MADE.	
Registration Number:	4882093	ASIAN INSPIRED. FRESHLY MADE.	
Registration Number:	4516296	CHOP'D FRESH WOK'D FRESH	
Registration Number:	4577057	CHOPPED FRESH ROLLED FRESH	
Registration Number:	4577058	CHOPPED FRESH STEAMED FRESH	
Registration Number:	4623682		
Registration Number:	4761088		
Registration Number:	4156004	DINER SELECTS	
Registration Number:	4156005	DINER SELECTS	
Registration Number:	5233458	EATING WELL IS WELL BEING	
TRADEMARK			

CH \$890.00 2541654

Property Type	Number	Word Mark
Registration Number:	5233496	FLAVOR WITH PURPOSE
Registration Number:	4330652	INSPIRASIA
Registration Number:	4887943	MY WEI REWARDS
Registration Number:	4887942	MY WEI REWARDS
Registration Number:	4882277	PEI WEI
Registration Number:	4786881	PEI WEI
Registration Number:	4269554	PEI WEI ASIAN MARKET
Registration Number:	4269538	PEI WEI ASIAN MARKET
Registration Number:	4867581	PEI WEI FRESH KITCHEN
Registration Number:	4867596	PEI WEI FRESH KITCHEN
Registration Number:	4863935	PEI WEI FRESH KITCHEN
Registration Number:	4863934	PEI WEI FRESH KITCHEN
Registration Number:	5076248	TO GIVE IS TO DELICIOUSLY RECEIVE
Registration Number:	4718177	WEI BETTER
Registration Number:	5481063	
Registration Number:	5355182	PEI WEI MY WEI
Registration Number:	5323858	FEED THE BODY. FILL THE SOUL.

CORRESPONDENCE DATA

Fax Number: 2123108007

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.

Phone: 212.310.8000

Email: juan.arias@weil.com

Correspondent Name: Jackson Alldredge

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: J. Alldredge-67682.0008

NAME OF SUBMITTER: Jackson Alldredge

SIGNATURE: /Jackson Alldredge/

DATE SIGNED: 03/07/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of March 5, 2019, by Pei Wei Asian Diner, LLC a Delaware limited liability company (the “Pledgor”), in favor of Wok Investco Inc., a Delaware corporation, in its capacity as collateral agent pursuant to the Loan Agreement (in such capacity, the “Lender”).

WITNESSETH:

WHEREAS, the Pledgor is 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”; any capitalized terms herein not defined herein will have the meanings assigned to them therein) in favor of the Lender pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan Agreement, the Pledgor hereby agrees with the Lender as follows:

SECTION 1. Defined Terms. “Trademarks” shall mean, collectively, with respect to the 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 the 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 the 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. The Pledgor hereby pledges and grants to the Lender 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 the Pledgor:

- (a) Trademarks of the 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 Lender pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Lender 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 Lender shall otherwise determine.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the Lender shall execute, acknowledge, and deliver to the Pledgor 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.

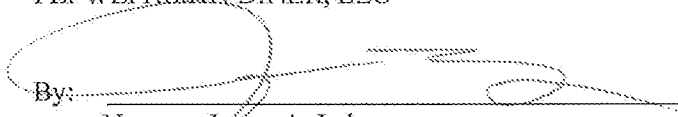
SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the 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,

PEI WEI ASIAN DINER, LLC







By: 




Name: James A. Lebs
Title: Chief Financial Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Pei Wei Asian Diner, LLC	2,541,654	Design of a Bowl Man 
Pei Wei Asian Diner, LLC	4,108,053	KID'S WEI
Pei Wei Asian Diner, LLC	3,411,637	PEI WEI
Pei Wei Asian Diner, LLC	2,598,916	PEI WEI
Pei Wei Asian Diner, LLC	2,632,664	PEI WEI ASIAN DINER & Design 
Pei Wei Asian Diner, LLC	3,005,828	PEI WEI ASIAN DINER & Design 
Pei Wei Asian Diner, LLC	3,429,279	PEI WEI ASIAN DINER & Design 
Pei Wei Asian Diner, LLC	3,241,722	PEI WEI ASIAN DINER & Design 
Pei Wei Asian Diner, LLC	4,800,404	ASIAN INSPIRED. FRESHLY MADE.
Pei Wei Asian Diner, LLC	4,882,093	ASIAN INSPIRED. FRESHLY MADE.
Pei Wei Asian Diner, LLC	4,516,296	CHOP'D FRESH WOK'D FRESH
Pei Wei Asian Diner, LLC	4,577,057	CHOPPED FRESH ROLLED FRESH

OWNER	REGISTRATION NUMBER	TRADEMARK
Pei Wei Asian Diner, LLC	4,577,058	CHOPPED FRESH STEAMED FRESH
Pei Wei Asian Diner, LLC	4,623,682	Design Only 
Pei Wei Asian Diner, LLC	4,761,088	Design Only 
Pei Wei Asian Diner, LLC	4,156,004	DINER SELECTS
Pei Wei Asian Diner, LLC	4,156,005	DINER SELECTS
Pei Wei Asian Diner, LLC	5,233,458	EATING WELL IS WELL BEING
Pei Wei Asian Diner, LLC	5,233,496	FLAVOR WITH PURPOSE
Pei Wei Asian Diner, LLC	4,330,652	INSPIRASIA
Pei Wei Asian Diner, LLC	4,887,943	MY WEI REWARDS & Design 
Pei Wei Asian Diner, LLC	4,887,942	MY WEI REWARDS
Pei Wei Asian Diner, LLC	4,882,277	PEI WEI & Design  PEIWEI
Pei Wei Asian Diner, LLC	4,786,881	PEI WEI & Design  PEIWEI
Pei Wei Asian Diner, LLC	4,269,554	PEI WEI ASIAN MARKET
Pei Wei Asian Diner, LLC	4,269,538	PEI WEI ASIAN MARKET & Design 
Pei Wei Asian Diner, LLC	4,867,581	PEI WEI FRESH KITCHEN
Pei Wei Asian Diner, LLC	4,867,596	PEI WEI FRESH KITCHEN

OWNER	REGISTRATION NUMBER	TRADEMARK
Pei Wei Asian Diner, LLC	4,863,935	PEI WEI FRESH KITCHEN & Design 
Pei Wei Asian Diner, LLC	4,863,934	PEI WEI FRESH KITCHEN & Design 
Pei Wei Asian Diner, LLC	5,076,248	TO GIVE IS TO DELICIOUSLY RECEIVE
Pei Wei Asian Diner, LLC	4,718,177	WEI BETTER
Pei Wei Asian Diner, LLC	5,481,063	Design Only 
Pei Wei Asian Diner, LLC	5,355,182	PEI WEI MY WEI
Pei Wei Asian Diner, LLC	5,323,858	FEED THE BODY. FILL THE SOUL.
Pei Wei Asian Diner, LLC	5,323,858	FEED THE BODY. FILL THE SOUL.

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
None		