

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538985

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Peter Piper, Inc.		08/30/2019	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	1887334		
Registration Number:	2228782	PETER PIPER PIZZA	
Registration Number:	2230775	PETER PIPER PIZZA	
Registration Number:	3277885	XTRASTUF	
Registration Number:	3302290	PETER PIPER PIZZA	
Registration Number:	3302291	PETER PIPER PIZZA	
Registration Number:	4101221	EVERYONE GRAB A SLICE	
Registration Number:	4101250	PETER PIPER PIZZA	
Registration Number:	4432382	PETER PIPER PIZZA	
Registration Number:	4432577		
Serial Number:	87372257	THE SOLUTION TO THE FAMILY NIGHT OUT	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	202.370.4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		

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Address Line 4:	Washington, D.C. 20005
ATTORNEY DOCKET NUMBER:	1124580
NAME OF SUBMITTER:	Christian Craft
SIGNATURE:	/Christian Craft/
DATE SIGNED:	08/30/2019
Total Attachments: 6 source=Notice of Grant of Security Interest in Trademarks - Peter Piper Inc. (Executed)#page2.tif source=Notice of Grant of Security Interest in Trademarks - Peter Piper Inc. (Executed)#page3.tif source=Notice of Grant of Security Interest in Trademarks - Peter Piper Inc. (Executed)#page4.tif source=Notice of Grant of Security Interest in Trademarks - Peter Piper Inc. (Executed)#page5.tif source=Notice of Grant of Security Interest in Trademarks - Peter Piper Inc. (Executed)#page6.tif source=Notice of Grant of Security Interest in Trademarks - Peter Piper Inc. (Executed)#page7.tif	

Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of August 30, 2019 (this "Notice"), made by Peter Piper, Inc., an Arizona Corporation (the "Pledgor"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (First Lien), dated as of August 30, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among CEC Entertainment, Inc. (the "Borrower"), each subsidiary of the Borrower identified therein and Credit Suisse AG, Cayman Islands Branch, as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge and grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "Trademark Collateral"):

all Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts*. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

PETER PIPER, INC.

By: 
Name: Blake Huggins
Title: Treasurer




CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Agent


By: _____
Name: JOHN B. TORONTO
Title: AUTHORIZED SIGNATORY

By: _____
Name: Emerson Almeida
Title: Authorized Signatory

Schedule I
to Notice of Grant of Security Interest (First Lien) in Trademarks

Trademarks Owned by Peter Piper, Inc.

Owner	Mark	Application No.	Application Date	Registration No.	Registration Date
PETER PIPER INC.	<i>Design Only</i> 	74435081	14-SEP-1993	1887334	04-APR-1995
PETER PIPER INC.	PETER PIPER PIZZA 	75456836	26-MAR-1998	2228782	02-MAR-1999
PETER PIPER INC.	PETER PIPER PIZZA 	75456837	26-MAR-1998	2230775	09-MAR-1999
PETER PIPER INC.	XTRASTUF XTRASTUF	78819830	21-FEB-2006	3277885	07-AUG-2007
PETER PIPER INC.	PETER PIPER PIZZA Peter Piper Pizza	78899598	02-JUN-2006	3302290	02-OCT-2007
PETER PIPER INC.	PETER PIPER PIZZA 	78899612	02-JUN-2006	3302291	02-OCT-2007
PETER PIPER INC.	EVERYONE GRAB A SLICE <small>EVERYONE GETS A SLICE</small>	85221006	19-JAN-2011	4101221	21-FEB-2012
PETER PIPER INC.	PETER PIPER PIZZA PETER PIPER PIZZA	85226037	25-JAN-2011	4101250	21-FEB-2012
PETER PIPER INC.	PETER PIPER PIZZA	85893991	03-APR-2013	4432382	12-NOV-2013

Owner	Mark	Application No.	Application Date	Registration No.	Registration Date
	PETER PIPER PIZZA				
PETER PIPER INC.	<i>Design Only</i> 	85919465	30-APR-2013	4432577	12-NOV-2013
PETER PIPER INC.	THE SOLUTION TO THE FAMILY NIGHT OUT <small>THE SOLUTION TO THE FAMILY NIGHT OUT</small>	87372257	15-MAR-2017		