

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610756

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC, as First Lien Collateral Agent		11/23/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CPK Management Company
Street Address:	1815 Hawthorne Blvd.
City:	Redondo Beach
State/Country:	CALIFORNIA
Postal Code:	90278
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	1637904	CALIFORNIA PIZZA KITCHEN
Registration Number:	2241900	CALIFORNIA PIZZA KITCHEN
Registration Number:	1724501	CPK
Registration Number:	2001510	CPKIDS
Registration Number:	2001511	CPKIDS
Registration Number:	4652872	DRINK THE UNIQUE
Registration Number:	3660814	PHILANTHROPIZZA
Registration Number:	4443547	PIZZA DOUGH
Registration Number:	4652870	SEEK THE UNIQUE
Registration Number:	3088882	THAI CRUNCH
Registration Number:	2376109	ASAP CALIFORNIA PIZZA KITCHEN
Registration Number:	3099870	CALIFORNIA PIZZA KITCHEN
Registration Number:	3219326	CALIFORNIA PIZZA KITCHEN CPK
Registration Number:	2011517	CALIFORNIA PIZZA KITCHEN C-P-K
Registration Number:	4532893	CALIFORNIA PIZZA KITCHEN
Registration Number:	4443863	CALIFORNIA PIZZA KITCHEN PIZZA DOUGH
Registration Number:	3219321	CPK
Registration Number:	4532890	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3746054	CALIFORNIA PIZZA KITCHEN CPK
Registration Number:	3108542	ASAP CALIFORNIA PIZZA KITCHEN

CORRESPONDENCE DATA

Fax Number: 3105518741

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: 3105518755

Email: pto-cc@gibsondunn.com

Correspondent Name: Mandy Robertson-Bora

Address Line 1: 2029 Century Park East, Suite 4000

Address Line 4: Los Angeles, CALIFORNIA 90067-3026

NAME OF SUBMITTER:	Mandy Robertson-Bora
SIGNATURE:	/mandy robertson-bora/
DATE SIGNED:	11/24/2020

Total Attachments: 5

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

This RELEASE OF GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this “Release”) is made as of November 23, 2020, by **JEFFERIES FINANCE LLC**, in its capacity as Collateral Agent under (and as defined in) the Security Agreement referred to below (the “Collateral Agent”) for the benefit of **CALIFORNIA PIZZA KITCHEN, INC.**, a Delaware corporation, and **CPK MANAGEMENT COMPANY**, a California corporation (each, a “Grantor” and together the “Grantors”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement (as defined below) or the Trademark Security Agreement (as defined below) as applicable.

W I T N E S S E T H:

WHEREAS, the Grantors and the Collateral Agent are parties to that certain (i) First Lien Security Agreement, dated as of August 23, 2016 (as amended, modified, restated and/or supplemented from time to time, the “Security Agreement”); and (ii) Grant of Security Interest in United States Trademarks, dated as of August 23, 2016 (as amended, modified, restated and/or supplemented from time to time, the “Trademark Security Agreement”), pursuant to which the Grantors have granted to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Grantors in, to and under the Marks (as defined in the Trademark Security Agreement), including the trademarks set forth on Schedule I hereto; and

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on August 25, 2016 at Reel 5863 and Frame 0735; and

WHEREAS, the Grantors have requested that the Collateral Agent release, and the Collateral Agent is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the Marks, including, without limitation, the trademarks set forth on Schedule I hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. The Collateral Agent does hereby irrevocably terminate, release and discharge the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreement or Trademark Security Agreement to the Marks, including, without limitation, the trademarks (including the trademark registrations and trademark applications) set forth on Schedule I hereto, the goodwill of the business symbolized by the trademarks and the applications and registrations thereof, and all proceeds thereof, and any right, title or interest of the Collateral Agent in such Marks shall hereby terminate, cease and become void. The Collateral Agent hereby assigns, transfers and conveys any and all right, title or interest of the Collateral Agent in the Marks to the Grantors.

2. The Collateral Agent, on behalf of itself and the Secured Parties, does hereby terminate and cancel the Trademark Security Agreement.


3. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

4. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

[Signature page follows]



IN WITNESS WHEREOF, the undersigned has caused this Release of Grant of Security Interest in United States Trademarks to be executed and delivered as of the date first written above.

JEFFERIES FINANCE LLC, as Collateral Agent

By: 
Name: Paul Chisholm
Title: Managing Director

SCHEDULE I

United States Trademarks and Trademark Applications

Mark	Filing/Reg. Date	Serial/Reg. No.	Status	Owner
CALIFORNIA PIZZA KITCHEN	Filing Date 3/6/1989 Reg. Date 3/12/1991	Serial No. 73/784,968 Reg. No. 1,637,904	Registered	CPK Management Company
CALIFORNIA PIZZA KITCHEN	Filing Date 3/28/1997 Reg. Date 4/27/1999	Serial No. 75/265,470 Reg. No. 2,241,900	Registered	CPK Management Company
CPK	Filing Date 2/18/1992 Reg. Date 10/13/1992	Serial No. 74/246,883 Reg. No. 1,724,501	Registered	CPK Management Company
CPKIDS	Filing Date 10/16/1995 Reg. Date 9/17/1996	Serial No. 75/006,457 Reg. No. 2,001,510	Registered	CPK Management Company
CPKIDS	Filing Date 10/16/1995 Reg. Date 9/17/1006	Serial No. 75/006,458 Reg. No. 2,001,511	Registered	CPK Management Company
DRINK THE UNIQUE	Filing Date 5/5/2014 Reg. Date 12/9/2014	Serial No. 86/272,154 Reg. No. 4,652,872	Registered	CPK Management Company
PHILANTHROPIZZA	Filing Date 1/23/2009 Reg. Date 7/28/2009	Serial No. 77/655,872 Reg. No. 3,660,814	Registered	CPK Management Company
PIZZA DOUGH	Filing Date 4/18/2013 Reg. Date 12/3/2013	Serial No. 85/908,369 Reg. No. 4,443,547	Cancelled	CPK Management Company
SEEK THE UNIQUE	Filing Date 5/5/2014 Reg. Date 12/9/2014	Serial No. 86/272,141 Reg. No. 4,652,870	Registered	CPK Management Company
THAI CRUNCH	Filing Date 7/6/2005 Reg. Date 5/2/2006	Serial No. 76/642,294 Reg. No. 3,088,882	Registered (Supplemental Register)	CPK Management Company
	Filing Date 12/14/1998 Reg. Date 8/8/2000	Serial No. 75/605,326 Reg. No. 2,376,109	Registered	CPK Management Company
	Filing Date 6/30/2005 Reg. Date 6/6/2006	Serial No. 76/641,995 Reg. No. 3,099,870	Registered	CPK Management Company

Mark	Filing/Reg. Date	Serial/Reg. No.	Status	Owner
	Filing Date 5/31/2006 Reg. Date 3/20/2007	Serial No. 76/660,887 Reg. No. 3,219,326	Registered	CPK Management Company
	Filing Date 4/24/1995 Reg. Date 10/29/1996	Serial No. 74/665,203 Reg. No. 2,011,517	Registered	CPK Management Company
	Filing Date 9/12/2013 Reg. Date 5/20/2014	Serial No. 86/062,730 Reg. No. 4,532,893	Registered	CPK Management Company
	Filing Date 4/29/2013 Reg. Date 12/3/2013	Serial No. 85/917,446 Reg. No. 4,443,863	Cancelled	CPK Management Company
	Filing Date 5/25/2006 Reg. Date 3/20/2007	Serial No. 76/660,602 Reg. No. 3,219,321	Registered	CPK Management Company
	Filing Date 9/12/2013 Reg. Date 5/20/2014	Serial No. 86/062,710 Reg. No. 4,532,890	Registered	CPK Management Company
	Filing Date 1/23/2009 Reg. Date 2/9/2010	Serial No. 77/655,873 Reg. No. 3,746,054	Cancelled	CPK Management Company
	Filing Date 6/30/2005 Reg. Date 6/27/2006	Serial No. 76/641,996 Reg. No. 3,108,542	Cancelled	CPK Management Company
CALIFORNIA PIZZA KITCHEN	Reg. Date 5/20/1985	Reg. No. 23196	Registered	CPK Management Company