

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618473

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Intellectual Property (Trademarks)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CEC Entertainment Concepts, L.P.		12/30/2020	Limited Partnership: TEXAS
Peter Piper, LLC (f/k/a Peter Piper, Inc.)		12/30/2020	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	UMB Bank, N.A.		
Street Address:	100 William Street, Suite 1850		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10038		
Entity Type:	National Banking Association: MISSOURI		
PROPERTY NUMBERS Total: 42			
Property Type	Number	Word Mark	
Serial Number:	90241981	PASQUALLY'S PIZZA WINGS	
Serial Number:	90240211	CHUCK E. CHEESE'S HALLOWEEN BOO-TACULAR	
Registration Number:	4861244	C	
Registration Number:	1203974	CHUCK E. CHEESE	
Registration Number:	2945280	CHUCK E. CHEESE	
Registration Number:	2979415	CHUCK E. CHEESE	
Registration Number:	4822415	CHUCK E. CHEESE'S	
Registration Number:	3065500	C CHUCK E. CHEESE'S	
Registration Number:	3023398	CHUCK E. CHEESE'S	
Registration Number:	3257636	CHUCK E-CLUB	
Registration Number:	4751711	CHUCKTOBER	
Serial Number:	88425256	FUN BREAK!	
Registration Number:	4769052	FUN FOR ALL. FUN FOR LESS.	
Registration Number:	1622935	HELEN HENNY	
Registration Number:	1634418	JASPER T. JOWLS	
Registration Number:	2640269	KID CHECK	
Registration Number:	5523253	MACCHEESY	

CH \$1065.00 90241981

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3001750	C
Registration Number:	2341950	
Registration Number:	5071333	
Registration Number:	4822414	
Registration Number:	5572115	MORE CHEESE
Registration Number:	5552481	MORE CHEESE REWARDS
Registration Number:	1630366	MR. MUNCH
Registration Number:	5063633	
Registration Number:	1634417	PASQUALLY
Registration Number:	2553761	SKYTUBES
Registration Number:	3997217	TICKET BLASTER
Registration Number:	2886875	TICKET MUNCHER
Registration Number:	2791718	TODDLER ZONE
Registration Number:	2923211	TOKENS FOR GRADES
Registration Number:	1506573	WHERE A KID CAN BE A KID
Registration Number:	3024483	WHERE A KID CAN BE A KID
Registration Number:	3041434	WHERE A KID CAN BE A KID
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	

CORRESPONDENCE DATA

Fax Number: 2028874288
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: 2028874000
Email: dlee@akingump.com
Correspondent Name: David C. Lee
Address Line 1: 2001 K Street N.W.
Address Line 2: Akin Gump Strauss Hauer & Feld LLP
Address Line 4: Washington, D.C. 20006

NAME OF SUBMITTER:	David C. Lee
SIGNATURE:	/David C. Lee/
DATE SIGNED:	01/05/2021

Total Attachments: 8

source=CEC - Notice of Grant of Intellectual Property (Trademarks) (2L Exit) (Execution)#page1.tif

source=CEC - Notice of Grant of Intellectual Property (Trademarks) (2L Exit) (Execution)#page2.tif

source=CEC - Notice of Grant of Intellectual Property (Trademarks) (2L Exit) (Execution)#page3.tif

source=CEC - Notice of Grant of Intellectual Property (Trademarks) (2L Exit) (Execution)#page4.tif

source=CEC - Notice of Grant of Intellectual Property (Trademarks) (2L Exit) (Execution)#page5.tif

source=CEC - Notice of Grant of Intellectual Property (Trademarks) (2L Exit) (Execution)#page6.tif

source=CEC - Notice of Grant of Intellectual Property (Trademarks) (2L Exit) (Execution)#page7.tif

source=CEC - Notice of Grant of Intellectual Property (Trademarks) (2L Exit) (Execution)#page8.tif

Notice of Grant of Security Interest in Intellectual Property (Trademarks)

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of December 30, 2020 (this “Notice”), made by CEC ENTERTAINMENT CONCEPTS, L.P. and PETER PIPER, LLC (f/k/a PETER PIPER, INC.) (collectively, the “Pledgors”), in favor of UMB BANK, N.A., as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (Second Lien), dated as of December 30, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among CEC ENTERTAINMENT HOLDINGS II, LLC (“Holdings”), CEC ENTERTAINMENT, INC., a Kansas corporation, to be succeeded immediately upon the consummation of the Assumption (as defined therein) by CEC ENTERTAINMENT, LLC (the “Borrower”), each subsidiary of the Borrower identified therein and UMB BANK, N.A. (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 Pledgors pursuant to the Collateral Agreement did, and hereby do, 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 Pledgors’ 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 Pledgors or in which such Pledgors 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. For the avoidance of doubt, the words “execution,” “signed,” “signature” and words of like import in this Notice shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act or any other similar state laws based on the Uniform Electronic Transactions Act.

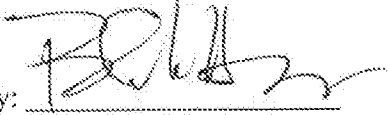
SECTION 5. **Governing Law.** THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND 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.

SECTION 6. Notwithstanding anything herein or in any other Loan Document to the contrary, (i) the liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to this Notice are expressly subject and subordinate to the liens and security interests granted to (a) UMB Bank, N.A., as collateral agent (and its permitted successors) pursuant to the Collateral Agreement (First Lien), dated as of December 30, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), by and among Holdings, the Borrower and certain of its subsidiaries, and UMB Bank, N.A., as collateral agent, or (b) any agent or trustee for any Other First-Priority Secured Parties (as defined in the Closing Date Intercreditor Agreement) and (ii) the exercise of any right or remedy by the Collateral Agent hereunder or the application of proceeds (including insurance proceeds and condemnation proceeds) of any Collateral is subject to the limitations and provisions of the Closing Date Intercreditor Agreement. In the event of any conflict between the terms of the Closing Date Intercreditor Agreement and the terms of this Agreement, the terms of the Closing Date Intercreditor Agreement shall govern.

[Signature Pages Follow]

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

CEC ENTERTAINMENT CONCEPTS, L.P.

By: 

Name: Blake Huggins

Title: Vice President & Treasurer

PETER PIPER, LLC (F/K/A PETER PIPER, INC.)

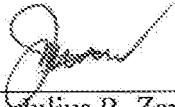
By: 

Name: Blake Huggins

Title: Treasurer

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

UMB BANK, N.A.,
as Collateral Agent,






By: 
Name: Julius R. Zamora
Title: Vice President

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


TRADEMARK
REEL: 007155 FRAME: 0464

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


U.S. Federally Registered or Applied for Trademarks Owned by CEC Entertainment Concepts, L.P.

Owner	Mark	Application No.	Application Date	Registration No.	Registration Date
CEC ENTERTAINMENT CONCEPTS, L.P.	PASQUALLY'S PIZZA WINGS 	90241981	10/8/2020	N/A	N/A
CEC ENTERTAINMENT CONCEPTS, L.P.	CHUCK E. CHEESE'S HALLOWEEN BOO-TACULAR	90240211	10/7/2020	N/A	N/A
CEC ENTERTAINMENT CONCEPTS, L.P.	C 	85663450	27-JUN-2012	4861244	24-NOV-2015
CEC ENTERTAINMENT CONCEPTS, L.P.	CHUCK E. CHEESE	73239678	19-NOV-1979	1203974	03-AUG-1982
CEC ENTERTAINMENT CONCEPTS, L.P.	CHUCK E. CHEESE	78316469	21-OCT-2003	2945280	26-APR-2005
CEC ENTERTAINMENT CONCEPTS, L.P.	CHUCK E. CHEESE	78316515	21-OCT-2003	2979415	26-JUL-2005
CEC ENTERTAINMENT CONCEPTS, L.P.	CHUCK E. CHEESE'S 	85663482	27-JUN-2012	4822415	29-SEP-2015
CEC ENTERTAINMENT CONCEPTS, L.P.	CHUCK E. CHEESE'S 	78531496	13-DEC-2004	3065500	07-MAR-2006
CEC ENTERTAINMENT CONCEPTS, L.P.	CHUCK E. CHEESE'S 	78466025	11-AUG-2004	3023398	06-DEC-2005
CEC ENTERTAINMENT CONCEPTS, L.P.	CHUCK E-CLUB	77045437	16-NOV-2006	3257636	03-JUL-2007
CEC ENTERTAINMENT CONCEPTS, L.P.	CHUCKTOBER	86426826	17-OCT-2014	4751711	09-JUN-2015

Owner	Mark	Application No.	Application Date	Registration No.	Registration Date
CEC ENTERTAINMENT CONCEPTS, L.P.	FUN BREAK! 	88425256	10-MAY-2019		PENDING
CEC ENTERTAINMENT CONCEPTS, L.P.	FUN FOR ALL. FUN FOR LESS.	85763330	25-OCT-2012	4769052	07-JUL-2015
CEC ENTERTAINMENT CONCEPTS, L.P.	HELEN HENRY	73760722	31-OCT-1988	1622935	13-NOV-1990
CEC ENTERTAINMENT CONCEPTS, L.P.	JASPER T. JOWLS	73760724	31-OCT-1988	1634418	05-FEB-1991
CEC ENTERTAINMENT CONCEPTS, L.P.	KID CHECK	75902468	24-JAN-2000	2640269	22-OCT-2002
CEC ENTERTAINMENT CONCEPTS, L.P.	MACCHEESY	87698200	27-NOV-2017	5523253	24-JUL-2018
CEC ENTERTAINMENT CONCEPTS, L.P.	C 	78466654	12-AUG-2004	3001750	27-SEP-2005
CEC ENTERTAINMENT CONCEPTS, L.P.	Design Only 	75563964	02-OCT-1998	2341950	11-APR-2000
CEC ENTERTAINMENT CONCEPTS, L.P.	Design Only 	86766223	23-SEP-2015	5071333	01-NOV-2016
CEC ENTERTAINMENT CONCEPTS, L.P.	Design Only 	85663429	27-JUN-2012	4822414	29-SEP-2015
CEC ENTERTAINMENT CONCEPTS, L.P.	MORE CHEESE	87698166	27-NOV-2017	5572115	25-SEP-2018

Owner	Mark	Application No.	Application Date	Registration No.	Registration Date
CEC ENTERTAINMENT CONCEPTS, L.P.	MORE CHEESE REWARDS 	87698175	27-NOV-2017	5552481	28-AUG-2018
CEC ENTERTAINMENT CONCEPTS, L.P.	MR. MUNCH	73760725	31-OCT-1988	1630366	01-JAN-1991
CEC ENTERTAINMENT CONCEPTS, L.P.	Design Only 	86935425	10-MAR-2016	5063633	18-OCT-2016
CEC ENTERTAINMENT CONCEPTS, L.P.	PASQUALLY	73760723	31-OCT-1988	1634417	05-FEB-1991
CEC ENTERTAINMENT CONCEPTS, L.P.	SKYTUBES	75981467	24-JAN-2000	2553761	26-MAR-2002
CEC ENTERTAINMENT CONCEPTS, L.P.	TICKET BLASTER 	85191428	06-DEC-2010	3997217	19-JUL-2011
CEC ENTERTAINMENT CONCEPTS, L.P.	TICKET MUNCHER	76130820	19-SEP-2000	2886875	21-SEP-2004
CEC ENTERTAINMENT CONCEPTS, L.P.	TODDLER ZONE	75916998	10-FEB-2000	2791718	09-DEC-2003
CEC ENTERTAINMENT CONCEPTS, L.P.	TOKENS FOR GRADES	78358856	28-JAN-2004	2923211	01-FEB-2005
CEC ENTERTAINMENT CONCEPTS, L.P.	WHERE A KID CAN BE A KID	73694290	09-NOV-1987	1506573	27-SEP-1988
CEC ENTERTAINMENT CONCEPTS, L.P.	WHERE A KID CAN BE A KID	78316574	21-OCT-2003	3024483	06-DEC-2005
CEC ENTERTAINMENT CONCEPTS, L.P.	WHERE A KID CAN BE A KID	78522452	24-NOV-2004	3041434	10-JAN-2006

U.S. Federally Registered or Applied for Trademarks Owned by Peter Piper, LLC (f/k/a Peter Piper, Inc.)

Owner	Mark	Application No.	Application Date	Registration No.	Registration Date
PETER PIPER, LLC (f/k/a PETER PIPER, INC.)	PETER PIPER PIZZA 	75456837	26-MAR-1998	2230775	09-MAR-1999
PETER PIPER, LLC (f/k/a PETER PIPER, INC.)	XTRASTUF 	78819830	21-FEB-2006	3277885	07-AUG-2007
PETER PIPER, LLC (f/k/a PETER PIPER, INC.)	PETER PIPER PIZZA 	78899598	02-JUN-2006	3302290	02-OCT-2007
PETER PIPER, LLC (f/k/a PETER PIPER, INC.)	PETER PIPER PIZZA 	78899612	02-JUN-2006	3302291	02-OCT-2007
PETER PIPER, LLC (f/k/a PETER PIPER, INC.)	EVERYONE GRAB A SLICE 	85221006	19-JAN-2011	4101221	21-FEB-2012
PETER PIPER, LLC (f/k/a PETER PIPER, INC.)	PETER PIPER PIZZA 	85226037	25-JAN-2011	4101250	21-FEB-2012
PETER PIPER, LLC (f/k/a PETER PIPER, INC.)	PETER PIPER PIZZA 	85893991	03-APR-2013	4432382	12-NOV-2013
PETER PIPER, LLC (f/k/a PETER PIPER, INC.)	Design Only 	85919465	30-APR-2013	4432577	12-NOV-2013