

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618483

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UMB Bank, N.A.		12/30/2020	National Banking Association: MISSOURI
RECEIVING PARTY DATA			
Name:	CEC Entertainment Concepts, L.P.		
Street Address:	1707 Market Place Blvd, Suite 200		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75063		
Entity Type:	Limited Partnership: TEXAS		
Name:	Peter Piper, Inc.		
Street Address:	1707 Market Place Blvd, Suite 200		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75063		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 39			
Property Type	Number	Word Mark	
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	
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	
TRADEMARK			

Property Type	Number	Word Mark
Registration Number:	5523253	MACCHEESY
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
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Total Attachments: 5

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of December 30, 2020 (this “Release”), is made by UMB Bank, N.A., as collateral agent (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”) in favor of CEC Entertainment Concepts, L.P. and Peter Piper, Inc. (collectively, the “Pledgors”).

WHEREAS, pursuant to (i) that certain Collateral Agreement dated as of October 13, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Queso Holdings Inc. (“Holdings”), CEC Entertainment, Inc. (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) and (ii) that certain Notice of Grant of Security Interest in Trademarks dated as of October 13, 2020, by and among the Pledgors and the Collateral Agent (“Trademark Security Agreement”), the Pledgors granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in any and all right, title and interest of the Pledgors in and to all the collateral listed on Schedule A hereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent, on behalf of the Secured Parties, and the Pledgors agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Trademark Security Agreement.

SECTION 2. Termination and Release. Collateral Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

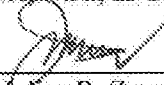
- (a) terminates the Trademark Security Agreement and terminates, cancels, discharges, and releases the continuing security interest in, and any and all right, title and interest of the Pledgors in and to, all of the Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;
- (b) reassigns, grants and conveys to the Pledgors any and all of Collateral Agent’s right, title and interest in and to the Collateral; and
- (c) authorizes the recordation of this Release with the USPTO at the Pledgors’ expense.

SECTION 3. Further Actions. The Collateral Agent agrees to take all further actions, and provide to the Pledgors and their respective successors, assigns or other legal representatives, all such cooperation and assistance reasonably requested by the Pledgors, at the applicable the Pledgors’ sole cost and expense, to more fully and effectively effectuate the purpose of this Release.

SECTION 4. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York, without regarding to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

UMB BANK, N.A., as Collateral Agent

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

[Signature Page to Termination and Release of Security Interest in Trademarks]

TRADEMARK
REEL: 007155 FRAME: 0533

Schedule A

U.S. Trademark Registrations and Applications

Trademarks Owned by Pledgors

U.S. Trademark Registrations

Owner	Mark	Application No.	Application Date	Registration No.	Registration Date
CEC Entertainment Concepts, L.P.	C	85663450	06/27/2012	4861244	11/24/2015
CEC Entertainment Concepts, L.P.	CHUCK E. CHEESE	73239678	11/19/1979	1203974	08/03/1982
CEC Entertainment Concepts, L.P.	CHUCK E. CHEESE	78316469	10/21/2003	2945280	04/26/2005
CEC Entertainment Concepts, L.P.	CHUCK E. CHEESE	78316515	10/21/2003	2979415	07/26/2005
CEC Entertainment Concepts, L.P.	CHUCK E. CHEESE'S	85663482	06/27/2012	4822415	09/29/2015
CEC Entertainment Concepts, L.P.	CHUCK E. CHEESE'S	78531496	12/13/2004	3065500	03/07/2006
CEC Entertainment Concepts, L.P.	CHUCK E. CHEESE'S	78466025	08/11/2004	3023398	12/06/2005
CEC Entertainment Concepts, L.P.	CHUCK E-CLUB	77045437	11/16/2006	3257636	07-03/2007
CEC Entertainment Concepts, L.P.	CHUCKTOBER	86426826	10/17/2014	4751711	07/09/2015
CEC Entertainment Concepts, L.P.	FUN FOR ALL. FUN FOR LESS.	85763330	10/25/2012	4769052	07/07/2015
CEC Entertainment Concepts, L.P.	HELEN HENRY	73760722	10/31/1988	1622935	11/13/1990
CEC Entertainment Concepts, L.P.	JASPER T. JOWLS	73760724	10/31/1988	1634418	02/05/1991
CEC Entertainment Concepts, L.P.	KID CHECK	75902468	01/24/2000	2640269	10/22/2002
CEC Entertainment Concepts, L.P.	MACCHEESY	87698200	11/27/2017	5523253	07/24/2018

Owner	Mark	Application No.	Application Date	Registration No.	Registration Date
CEC Entertainment Concepts, L.P.	C	78466654	08/12/2004	3001750	09/27/2005
CEC Entertainment Concepts, L.P.	Design Only	75563964	10/02/1998	2341950	04/11/2000
CEC Entertainment Concepts, L.P.	Design Only	86766223	09/23/2015	5071333	11/01/2016
CEC Entertainment Concepts, L.P.	Design Only	85663429	06/27/2012	4822414	09/29/2015
CEC Entertainment Concepts, L.P.	MORE CHEESE	87698166	11/27/2017	5572115	09/25/2018
CEC Entertainment Concepts, L.P.	MORE CHEESE REWARDS	87698175	11/27/2017	5552481	08/28/2018
CEC Entertainment Concepts, L.P.	MR. MUNCH	73760725	10/31/1988	1630366	01/01/1991
CEC Entertainment Concepts, L.P.	Design Only	86935425	03/10/2016	5063633	10/18/2016
CEC Entertainment Concepts, L.P.	PASQUALLY	73760723	10/31/2016	1634417	02/15/1991
CEC Entertainment Concepts, L.P.	SKYTUBES	75981467	01/24/2000	2553761	03/26/2002
CEC Entertainment Concepts, L.P.	TICKET BLASTER	85191428	12/06/2010	3997217	07/19/2011
CEC Entertainment Concepts, L.P.	TICKET MUNCHER	76130820	09/19/2000	2886875	09/21/2004
CEC Entertainment Concepts, L.P.	TODDLER ZONE	75916998	02/10/2000	2791718	12/09/2003
CEC Entertainment Concepts, L.P.	TOKENS FOR GRADES	78358856	01/28/2004	2923211	02/01/2005
CEC Entertainment Concepts, L.P.	WHERE A KID CAN BE A KID	73694290	11/09/1987	1506573	09/27/1988
CEC Entertainment Concepts, L.P.	WHERE A KID CAN BE A KID	78316574	10/21/2003	3024483	12/06/2005
CEC Entertainment Concepts, L.P.	WHERE A KID CAN BE A KID	78522452	11/24/2004	3041434	01/10/2006

Owner	Mark	Application No.	Application Date	Registration No.	Registration Date
Peter Piper, Inc.	PETER PIPER PIZZA	75456837	03/26/1998	2230775	03/09/1999
Peter Piper, Inc.	XTRASTUF	78819830	02/21/2006	3277885	08/07/2007
Peter Piper, Inc.	PETER PIPER PIZZA	78899598	06/02/2006	3302290	10/02/2007
Peter Piper, Inc.	PETER PIPER PIZZA	78899612	06/02/2006	3302291	10/02/2007
Peter Piper, Inc.	EVERYONE GRAB A SLICE	85221006	01/19/2011	4101221	02/21/2012
Peter Piper, Inc.	PETER PIPER PIZZA	85226037	01/25/2011	4101250	02/21/2012
Peter Piper, Inc.	PETER PIPER PIZZA	85893991	04/03/2013	4432382	11/12/2013
Peter Piper, Inc.	Design Only	85919465	04/30/2013	4432577	11/12/2013