

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM641743

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Super-Priority Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CEC Entertainment Concepts, L.P.		04/23/2021	Limited Partnership: TEXAS
Peter Piper, LLC		04/23/2021	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 South Dearborn, Floor L2		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 44			
Property Type	Number	Word Mark	
Serial Number:	90241981	PASQUALLY'S PIZZA WINGS	
Serial Number:	90240211	CHUCK E. CHEESE'S HALLOWEEN BOO-TACULAR	
Serial Number:	85663450	C	
Serial Number:	73239678	CHUCK E. CHEESE	
Serial Number:	78316469	CHUCK E. CHEESE	
Serial Number:	78316515	CHUCK E. CHEESE	
Serial Number:	85663482	CHUCK E. CHEESE'S	
Serial Number:	78531496	C CHUCK E. CHEESE'S	
Serial Number:	90551441	CHUCK E. CHEESE	
Serial Number:	90551353		
Serial Number:	78466025	CHUCK E. CHEESE'S	
Serial Number:	77045437	CHUCK E-CLUB	
Serial Number:	86426826	CHUCKTOBER	
Serial Number:	88425256	FUN BREAK!	
Serial Number:	85763330	FUN FOR ALL. FUN FOR LESS.	
Serial Number:	73760722	HELEN HENNY	
Serial Number:	73760724	JASPER T. JOWLS	

OP \$1115.00 90241981

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	75902468	KID CHECK
Serial Number:	87698200	MACCHEESY
Serial Number:	78466654	C
Serial Number:	75563964	
Serial Number:	86766223	
Serial Number:	85663429	
Serial Number:	87698166	MORE CHEESE
Serial Number:	87698175	MORE CHEESE REWARDS
Serial Number:	73760725	MR. MUNCH
Serial Number:	86935425	
Serial Number:	73760723	PASQUALLY
Serial Number:	75981467	SKYTUBES
Serial Number:	85191428	TICKET BLASTER
Serial Number:	76130820	TICKET MUNCHER
Serial Number:	75916998	TODDLER ZONE
Serial Number:	78358856	TOKENS FOR GRADES
Serial Number:	73694290	WHERE A KID CAN BE A KID
Serial Number:	78316574	WHERE A KID CAN BE A KID
Serial Number:	78522452	WHERE A KID CAN BE A KID
Serial Number:	75456837	PETER PIPER PIZZA
Serial Number:	78819830	XTRASTUF
Serial Number:	78899598	PETER PIPER PIZZA
Serial Number:	78899612	PETER PIPER PIZZA
Serial Number:	85221006	EVERYONE GRAB A SLICE
Serial Number:	85226037	PETER PIPER PIZZA
Serial Number:	85893991	PETER PIPER PIZZA
Serial Number:	85919465	

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Doris Ka

SIGNATURE:	/Doris Ka/
DATE SIGNED:	04/23/2021
Total Attachments: 10 source=07. CEC - Trademark Security Agreement#page1.tif source=07. CEC - Trademark Security Agreement#page2.tif source=07. CEC - Trademark Security Agreement#page3.tif source=07. CEC - Trademark Security Agreement#page4.tif source=07. CEC - Trademark Security Agreement#page5.tif source=07. CEC - Trademark Security Agreement#page6.tif source=07. CEC - Trademark Security Agreement#page7.tif source=07. CEC - Trademark Security Agreement#page8.tif source=07. CEC - Trademark Security Agreement#page9.tif source=07. CEC - Trademark Security Agreement#page10.tif	

Notice of Grant of Security Interest (Super-Priority Lien) in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of April 23, 2021 (this “Notice”), made by CEC ENTERTAINMENT CONCEPTS, L.P., a Texas limited partnership and PETER PIPER, LLC, an Arizona limited liability company (collectively, the “Pledgors” and each individually, a “Pledgor”), in favor of JPMORGAN CHASE BANK, N.A., as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (Super-Priority Lien), dated as of April 23, 2021 (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, LLC (the “Borrower”), each subsidiary of the Borrower identified therein and JPMORGAN CHASE 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, each 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 rights, titles and interests in, to and under any and all Trademarks, including those listed on Schedule I, 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”);

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.

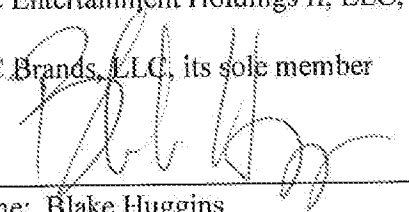
SECTION 5. Governing Law. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED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

[Signature Pages Follow]

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

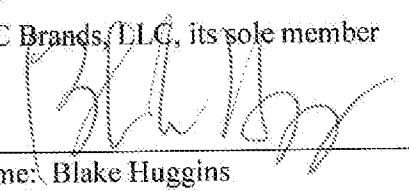
CEC ENTERTAINMENT CONCEPTS, L.P.

By: CEC Entertainment, LLC, its general partner
By: CEC Entertainment Holdings II, LLC, its sole member
By: CEC Brands, LLC, its sole member


By: 
Name: Blake Huggins
Title: Vice President of Tax and Treasurer

PETER PIPER, LLC


By: Peter Piper Holdings, LLC, its sole member
By: CEC Entertainment, LLC, its sole member
By: CEC Entertainment Holdings II, LLC, its sole member
By: CEC Brands, LLC, its sole member



By: 
Name: Blake Huggins
Title: Vice President of Tax and Treasurer

JPMORGAN CHASE BANK, N.A., as Collateral
Agent

By: 
Name: John Kushnerick
Title: Executive Director

1. 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	PENDING	PENDING
CEC ENTERTAINMENT CONCEPTS, L.P.	CHUCK E. CHEESE'S HALLOWEEN BOO-TACULAR	90240211	10/7/2020	PENDING	PENDING
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  CHUCK E. CHEESE	90551441	21-FEB-2021	PENDING	PENDING
CEC ENTERTAINMENT CONCEPTS, L.P.	Chuck E. Face Design (B&W) 	90551353	21-FEB-2021	PENDING	PENDING

Owner	Mark	Application No.	Application Date	Registration No.	Registration Date
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
CEC ENTERTAINMENT CONCEPTS, L.P.	FUN BREAK! 	88425256	10-MAY-2019	PENDING	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

Owner	Mark	Application No.	Application Date	Registration No.	Registration Date
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
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

Owner	Mark	Application No.	Application Date	Registration No.	Registration Date
CEC ENTERTAINMENT CONCEPTS, L.P.	WHERE A KID CAN BE A KID	78522452	24-NOV-2004	3041434	10-JAN-2006

2. U.S. Federally Registered or Applied for Trademarks Owned by Peter Piper, LLC

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