

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573991

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JEFFERIES FINANCE LLC, AS RESIGNING COLLATERAL AGENT		04/27/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, AS SUCCESSOR COLLATERAL AGENT
Street Address:	50 South Sixth Street
Internal Address:	Suite 1290
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	4652870	SEEK THE UNIQUE
Registration Number:	4652872	DRINK THE UNIQUE
Registration Number:	4532890	
Registration Number:	4532893	CALIFORNIA PIZZA KITCHEN
Registration Number:	4443863	CALIFORNIA PIZZA KITCHEN PIZZA DOUGH
Registration Number:	4443547	PIZZA DOUGH
Registration Number:	3660814	PHILANTHROPIZZA
Registration Number:	3746054	CALIFORNIA PIZZA KITCHEN CPK
Registration Number:	3219326	CALIFORNIA PIZZA KITCHEN CPK
Registration Number:	3219321	CPK
Registration Number:	3088882	THAI CRUNCH
Registration Number:	3099870	CALIFORNIA PIZZA KITCHEN
Registration Number:	3108542	ASAP CALIFORNIA PIZZA KITCHEN
Registration Number:	2376109	ASAP CALIFORNIA PIZZA KITCHEN
Registration Number:	2241900	CALIFORNIA PIZZA KITCHEN
Registration Number:	2001510	CPKIDS

CH \$515.00 4652870

Property Type	Number	Word Mark
Registration Number:	2001511	CPKIDS
Registration Number:	2011517	CALIFORNIA PIZZA KITCHEN C-P-K
Registration Number:	1724501	CPK
Registration Number:	1637904	CALIFORNIA PIZZA KITCHEN

CORRESPONDENCE DATA

Fax Number: 2128066006
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: 2128065400
Email: mvillarin@stroock.com
Correspondent Name: STROOCK & STROOCK & LAVAN LLP
Address Line 1: 180 Maiden Lane
Address Line 4: NEW YORK, NEW YORK 10038

ATTORNEY DOCKET NUMBER:	526639.0032
NAME OF SUBMITTER:	JEFFREY MANN
SIGNATURE:	/Jeffrey Mann/
DATE SIGNED:	04/28/2020

Total Attachments: 7

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**ASSIGNMENT AND ASSUMPTION OF SECOND LIEN
SECURITY INTEREST IN TRADEMARKS**

This ASSIGNMENT AND ASSUMPTION OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS (this "Assignment and Assumption") effective as of April 27, 2020 ("Effective Date") is made by JEFFERIES FINANCE LLC, a Delaware limited liability company having an address of 520 Madison Avenue, New York NY 10022, as resigning Collateral Agent, as assignor ("Assignor") and WILMINGTON TRUST, NATIONAL ASSOCIATION, having an address of 50 South Sixth Street, Suite 1290, Minneapolis, MN 55402, as successor Collateral Agent, as assignee ("Assignee");

WHEREAS, CPK MANAGEMENT COMPANY and CALIFORNIA PIZZA KITCHEN, INC. (the "Grantors") and Assignor entered into that certain Grant of Security Interest in United States Trademarks dated August 23, 2016 ("Trademark Agreement") pursuant to that certain Second Lien Credit and Guaranty Agreement, dated as of August 23, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), with the lenders party thereto, and Assignor as the Administrative Agent and Collateral Agent and the Lenders party thereto from time to time and that certain U.S. Second Lien Security Agreement, dated as of August 23, 2016, by and among the Grantors and Assignor (as amended, amended and restated, supplemented or otherwise modified from time to time) pursuant to which Assignor received from Grantors a security interest in certain intellectual property, including, but not limited to, the trademarks set forth on Exhibit A, ("Trademark Collateral") which Trademark Agreement was recorded at the United States Patent and Trademark Office ("USPTO") at Reel 5864 Frame 0015.

WHEREAS, pursuant to that certain Successor Agent Agreement dated as of the date hereof by and among Assignor as resigning agent and Assignee as succeeding agent, among other parties ("Successor Agreement"), Assignor has assigned and transferred to Assignee all of its rights, powers, privileges and duties under the Loan Documents (including, without limitation, its Liens and security interests in the Collateral).

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

1. Terms not otherwise defined herein shall have the meanings assigned to them under the Second Lien Credit Agreement.
2. Assignor hereby pursuant to the terms of the Successor Agreement assigns and transfers to Assignee all of its rights, title and interest in, to and under Trademark Agreement and the Trademark Collateral thereunder.
3. Following the execution of this Assignment and Assumption, it will be delivered to Assignee for recordation at the USPTO. The parties hereby authorize and request the Commissioner for Patents and Trademarks to record this Assignment and Assumption in the USPTO with respect to the Trademark Collateral.

4. This Assignment and Assumption has been entered into pursuant to and in conjunction with the Successor Agreement, which is hereby incorporated by reference herein. The provisions of the Successor Agreement shall supersede and control over any conflicting or inconsistent provision herein.
5. This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.
6. This Assignment and Assumption may be executed in multiple counterparts (including delivery by PDF), each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

JEFFERIES FINANCE LLC, as resigning
Collateral Agent

By: 
Name: Paul Chisholm
Title: Managing Director

[Signature Page to Assignment and Assumption of Security Interest in Trademarks]

TRADEMARK
REEL: 006925 FRAME: 0273

Accepted:

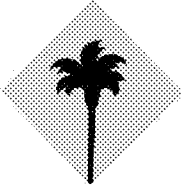

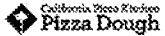
WILMINGTON TRUST, NATIONAL
ASSOCIATION, as successor Collateral Agent






By: 
Name: Nicole Kroll
Title: Assistant Vice President



[Signature Page to Assignment and Assumption of Security Interest in Trademarks]

TRADEMARK
REEL: 006925 FRAME: 0274

Exhibit A

Trademark	App #	App. Date	Reg #	Reg. Date	Owner Name
SEEK THE UNIQUE	86272141	5/5/2014	4652870	12/9/2014	CPK Management Company
DRINK THE UNIQUE	86272154	5/5/2014	4652872	12/9/2014	CPK Management Company
	86062710	9/12/2013	4532890	5/20/2014	CPK Management Company
	86062730	9/12/2013	4532893	5/20/2014	CPK Management Company
	85917446	4/29/2013	4443863	12/3/2013	CPK Management Company
PIZZA DOUGH	85908369	4/18/2013	4443547	12/3/2013	CPK Management Company
PHILANTHROPIZZA	77655872	1/23/2009	3660814	7/28/2009	CPK Management Company

Trademark	App #	App. Date	Reg #	Reg. Date	Owner Name
	77655873	1/23/2009	3746054	2/9/2010	CPK Management Company
	76660887	5/31/2006	3219326	3/20/2007	CPK Management Company
	76660602	5/25/2006	3219321	3/20/2007	CPK Management Company
THAI CRUNCH	76642294	7/6/2005	3088882	5/2/2006	CPK Management Company
	76641995	6/30/2005	3099870	6/6/2006	CPK Management Company
	76641996	6/30/2005	3108542	6/27/2006	CPK Management Company

Trademark	App #	App. Date	Reg #	Reg. Date	Owner Name
	75605326	12/14/1998	2376109	8/8/2000	CPK Management Company
CALIFORNIA PIZZA KITCHEN	75265470	3/28/1997	2241900	4/27/1999	CPK Management Company
CPKIDS	75006457	10/16/1995	2001510	9/17/1996	CPK Management Company
CPKIDS	75006458	10/16/1995	2001511	9/17/1996	CPK Management Company
	74665203	4/24/1995	2011517	10/29/1996	CPK Management Company
CPK	74246883	2/18/1992	1724501	10/13/1992	CPK Management Company
CALIFORNIA PIZZA KITCHEN	73784968	3/6/1989	1637904	3/12/1991	CPK Management Company
CALIFORNIA PIZZA KITCHEN			23196	5/20/1985	CPK Management Company