

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610758

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC		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:	90728		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 28			
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:	3219326	CALIFORNIA PIZZA KITCHEN CPK	
Registration Number:	3219321	CPK	
Registration Number:	3088882	THAI CRUNCH	
Registration Number:	3099870	CALIFORNIA PIZZA KITCHEN	
Registration Number:	2376109	ASAP CALIFORNIA PIZZA KITCHEN	
Registration Number:	2241900	CALIFORNIA PIZZA KITCHEN	
Registration Number:	2001510	CPKIDS	
Registration Number:	2001511	CPKIDS	
Registration Number:	2011517	CALIFORNIA PIZZA KITCHEN C-P-K	
Registration Number:	1724501	CPK	
Registration Number:	5932000	CPK	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	5693474	CPK REWARDS
Registration Number:	1637904	CALIFORNIA PIZZA KITCHEN
Serial Number:	88457772	CALIFORNIA PIZZA KITCHEN
Serial Number:	88280921	TAKE & BAKE BY CALIFORNIA PIZZA KITCHEN
Serial Number:	88455290	CALIFORNIA PIZZA KITCHEN
Serial Number:	88457736	CALIFORNIA PIZZA KITCHEN
Registration Number:	5693473	CPK REWARDS CALIFORNIA PIZZA KITCHEN
Serial Number:	88545941	TAKE AND BAKE
Serial Number:	88477934	TAKE AND BAKE
Serial Number:	88457750	

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: 8

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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 **CPK MANAGEMENT COMPANY**, a California corporation (the “Grantor”). 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 Grantor and the Collateral Agent are parties to that certain (i) Priority Term Loan Security Agreement, dated as of April 27, 2020 (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 April 27, 2020 (as amended, modified, restated and/or supplemented from time to time, the “Trademark Security Agreement”), pursuant to which the Grantor has 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 Grantor 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 April 27, 2020 at Reel 6924 and Frame 0111; and

WHEREAS, the Grantor has 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 Grantor.

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]

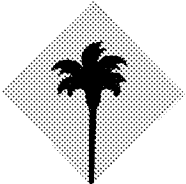

IN WITNESS WHEREOF, the undersigned has caused this Release of Grant of Security Interest in United States Trademarks to be executed and delivered as of the date first written above.

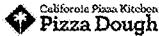

JEFFERIES FINANCE LLC, as Collateral Agent



By: Paul Chisholm
Name: Paul Chisholm
Title: Managing Director



SCHEDULE I







United States Trademarks and Trademark Applications

<u>Trademark</u>	<u>App #</u>	<u>App. Date</u>	<u>Reg #</u>	<u>Reg. Date</u>	<u>Owner Name</u>
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

<u>Trademark</u>	<u>App #</u>	<u>App. Date</u>	<u>Reg #</u>	<u>Reg. Date</u>	<u>Owner Name</u>
 California Pizza Kitchen Pizza Dough	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
	76660887	5/31/2006	3219326	3/20/2007	CPK Management Company

<u>Trademark</u>	<u>App #</u>	<u>App. Date</u>	<u>Reg #</u>	<u>Reg. Date</u>	<u>Owner Name</u>
	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

<u>Trademark</u>	<u>App. #</u>	<u>App. Date</u>	<u>Reg. #</u>	<u>Reg. Date</u>	<u>Owner Name</u>
	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

<u>Trademark</u>	<u>App. #</u>	<u>App. Date</u>	<u>Reg. #</u>	<u>Reg. Date</u>	<u>Owner Name</u>
CPK	88457762	6/3/2019	5932000	12/10/2019	CPK Management Company
CPK REWARDS	87871426	4/10/2018	5693474	3/5/2019	CPK Management Company
CALIFORNIA PIZZA KITCHEN	73784968	3/6/1989	1637904	3/12/1991	CPK Management Company
CALIFORNIA PIZZA KITCHEN	88457772	6/3/2019			CPK Management Company
TAKE & BAKE BY CALIFORNIA PIZZA KITCHEN	88280921	1/29/2019			CPK Management Company
	88455290	5/31/2019			CPK Management Company
	88457736	6/3/2019			CPK Management Company
	87871410	4/10/2018	5693473	3/5/2019	CPK Management Company
	88545941	7/29/2019			CPK Management Company
	88477934	6/18/2019			CPK Management Company
	88457750	6/3/2019			CPK Management Company