

MJD

04-26-2000

3.22.00



Docket No.:

015368/0050

Tab settings

101333791

To the Honorable Commissioner of Patent

and the attached original documents or copy thereof.

1. Name of conveying party(ies):
PLANET HOLLYWOOD (REGION IV), INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State **MINNESOTA**
 Other _____

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: **WILMINGTON TRUST COMPANY**

Internal Address: **ATTN.: CORPORATE TRUST ADMIN.**

Street Address: **1100 NORTH MARKET STREET**

City: **WILMINGTON** State: **DE** ZIP: **19890**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **DELAWARE**
 Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **03212000**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)
SEE ATTACHED SCHEDULE

Additional numbers

B. Trademark Registration No.(s)
SEE ATTACHED SCHEDULE

Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **PAUL A. JUERGENSEN**

Internal Address: **SCHULTE ROTH & ZABEL LLP**

Street Address: **900 THIRD AVENUE**

City: **NEW YORK** State: **NY** ZIP: **10022**

6. Total number of applications and registrations involved:..... **35**

7. Total fee (37 CFR 3.41):.....\$ **\$890.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
SCHULTE ROTH & ZABEL LLP - 500675

04/25/2000 TTON11 00000200 500675 75186483
Sale Ref: 00000288 500675 75186483
01 FC:481 40.00 CH
02 FC:482 850.00 CH

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

PAUL A. JUERGENSEN **MARCH 22, 2000**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and

8

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY
(TRADEMARKS AND TRADEMARK APPLICATIONS)

Registered Trademarks

United States (recorded with Customs)	Planet Hollywood	TMK9700502	4/18/95
United States (recorded with Customs)	Planet Hollywood	TMK9700504	6/15/93
United States (recorded with Customs)	Planet Hollywood (Stylized)	TKM9700501	6/14/94
United States (recorded with Customs)	Planet Hollywood (Stylized)	TMK97005000	8/17/93
United States (recorded with Customs)	Planet Hollywood Globe Design	TMK9700505	10/12/93
United States	Chicken Crunch	2,025,228	12/24/96
United States	Cool Planet and Design	2,200,431	10/27/98
United States	Planet H	2,111,462	11/4/97
United States	Planet Hollywood	1,776,944	6/15/93
United States	Planet Hollywood	1,890,377	4/18/95
United States	Planet Hollywood (Stylized)	1,788,712	8/17/93
United States	Planet Hollywood Globe Design	1,839,216	6/14/96
United States	Planet Hollywood Globe Design	1,918,766	9/12/95
United States	Planet Hollywood Globe Design	1,798,442	10/12/93
United States	Planet Hollywood Sporting Co.	2,168,811	6/30/98
United States	Cool Planet	2,270,976	8/17/99
United States	Cool Planet and Design	2,254,516	6/15/99
United States	Planet News	1,805,262	11/16/93

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
United States	Planet	75/186,483	10/23/96
United States	Planet America	75/181,971	10/16/96
United States	Planet Casino Hotel	75/186,486	10/23/96
United States	Planet Cool Frozen Treats & Design	75/168,162	8/1/96
United States	Planet Hollywood	75/116,604	6/10/96
United States	Planet Hollywood	75/173,650	9/30/96
United States	Planet Hollywood Globe Design	75/116,605	6/10/96
United States	Planet Hollywood Hotel	75/194,646	11/7/96

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
United States	Planet Hollywood Resort	75/194,645	11/7/96
United States	Planet Hotel & Casino	75/186,484	10/23/96
United States	Planet Movies	75/731,065	6/17/99
United States	Stars in Hollywood	75/162,694	9/9/96
United States	The Planet	75/186,482	10/23/96
United States	The Planet	75/194,644	11/7/96
United States	The Planet Casino Hotel	75/186,487	10/23/96
United States	The Planet Hotel & Casino	75/186,485	10/23/96
United States	PH 2000	75/617,248	1/8/99
United States	Planet Hollywood	75/144,537	8/5/96
United States	Planet Hollywood Globe Design	75/144,536	8/5/96
United States	Planet Hollywood Globe Design	74/500,307	3/14/94
United States	Planet Hollywood Online	75/176,496	10/3/96
United States	Planet Hollywood.com	75/144,535	8/5/96

ASSIGNMENT FOR SECURITY
(TRADEMARKS)

WHEREAS, PLANET HOLLYWOOD (REGION IV), INC. (the "*Assignor*") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1A hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "*Trademarks*");

WHEREAS, the Assignor has entered into a Security Agreement dated on or about the date hereof (the "*Security Agreement*") in favor of WILMINGTON TRUST COMPANY, as the agent for certain purchasers of senior secured notes (the "*Assignee*"); and


WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a security interest in all right, title and interest of the Assignor in, to and under the Trademarks together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "*Collateral*"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

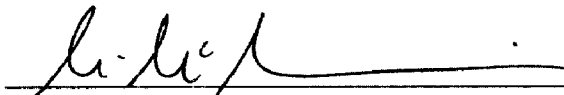
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein; provided, however, that such security interest granted hereby to the Assignee is subordinate and subject to the rights of The CIT Group/Business Credit, Inc. ("*CIT*"), as agent for the benefit of certain financial institutions, as more fully described in that certain Intercreditor and Subordination Agreement, dated on or about the date hereof, among the Assignee, CIT, as agent for the benefit of certain financial institutions, and United States Trust Company of New York, as trustee under a certain PIK indenture, dated on or about the date hereof.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of March 21, 2000.

PLANET HOLLYWOOD (REGION IV), INC.

By: 
Name: Thomas Avallone
Title: Chief Financial Officer

STATE OF New York)
COUNTY OF New York) ss.
On March 21, 2000, before me, MELANIE M. McMENAMIN, appeared Thomas Avallone personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within the Assignment for Security and acknowledged to me that she/he executed the same in her/his authorized capacity, and that by her/his signature on the Assignment for Security, the entity upon behalf of which the person acted, executed the Assignment for Security.
WITNESS my hand and official seal.

Signature
MELANIE M. McMENAMIN
Name (Typed or Printed)
MELANIE M. McMENAMIN
Notary Public, State of New York
No. 01MC6034062
Qualified in New York County
Commission Expires December 6, 2001

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(TRADEMARKS AND TRADEMARK APPLICATIONS)

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United States	Planet Hollywood Globe Design	1,918,766	9/12/95
United States	Planet Hollywood Globe Design	1,798,442	10/12/93
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United States	Planet Hollywood	75/116,604	6/10/96
United States	Planet Hollywood	75/173,650	9/30/96
United States	Planet Hollywood Globe Design	75/116,605	6/10/96
United States	Planet Hollywood Hotel	75/194,646	11/7/96
United States	Planet Hollywood Resort	75/194,645	11/7/96
United States	Planet Hotel & Casino	75/186,484	10/23/96
United States	Planet Movies	75/731,065	6/17/99

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
United States	Stars in Hollywood	75/162,694	9/9/96
United States	The Planet	75/186,482	10/23/96
United States	The Planet	75/194,644	11/7/96
United States	The Planet Casino Hotel	75/186,487	10/23/96
United States	The Planet Hotel & Casino	75/186,485	10/23/96
United States	PH 2000	75/617,248	1/8/99
United States	Planet Hollywood	75/144,537	8/5/96
United States	Planet Hollywood Globe Design	75/144,536	8/5/96
United States	Planet Hollywood Globe Design	74/500,307	3/14/94
United States	Planet Hollywood Online	75/176,496	10/3/96
United States	Planet Hollywood.com	75/144,535	8/5/96

Abandoned Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
United States	Planet Cool	75/181,039	10/15/96
United States	Planet H	75/045,736	1/19/96
United States	Planet Hollywood Fitness Co. & Design	75/116,573	6/7/96
United States	Solar System	75/162,695	9/9/96
United States	Planet Hollywood & Design	75/011,496	10/27/95
United States	Planet Hollywood Sporting Co.	75/048,251	1/25/96
United States	Planeth.com	75/170,025	9/23/96
United States	Cool Planet & Design	75/236,145	9/9/96
United States	Planet Hollywood & Design	75/250,926	3/3/97
United States	Planet Hollywood Express	75/255,389	3/11/97
United States	Liquid Planet	75/281,157	4/25/97
United States	United Planet	75/286,822	5/5/97
United States	Hollywood Sport & Design	75/287,002	5/5/97
United States	Planet Hollywood & Design	75/300,870	5/30/97
United States	Planet Cinemas	75/322,050	7/10/97
United States	Planet Theatres	75/322,051	7/10/97
United States	Planet Films	75/322,052	7/10/97
United States	Planet Movies	75/322,099	7/10/97
United States	Planet Hollywood Sporting Co. & Design	74/802,311	12/27/91
United States	Planet Hollywood & Design	74/388,820	9/9/96
United States	Planet America	74/343,418	12/28/92

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
United States	Planet H	74/233,841	12/27/91
United States	Planet Hollywood Sporting Co. & Design	74/233,840	12/27/91
United States	Planet Hollywood & Design	74/183,826	7/10/91
United States	Planet Hollywood & Design	74/183,750	7/10/91
United States	Planet Hollywood Fitness Company	74/176,585	6/17/91
United States	Planet Hollywood	74/078,125	7/13/90