

04-18-2001

U.S. DEPARTMENT OF COMMERCE



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Patent and Trademark Office
Docket No. 07427/384

101678173

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
HOLLYWOOD RENTALS PRODUCTION SERVICES, LLC

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State:
- Other: CALIFORNIA LIMITED LIABILITY COMPANY

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
 - Security Agreement Change of Name
 - Other:
- Execution Date: JANUARY 22, 2001

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

Name: SANWA BANK CALIFORNIA
Internal Address:
Street Address: 15165 VENTURA BOULEVARD, SUITE 445
City: SHERMAN OAKS State: CALIFORNIA ZIP: 91403

- Individual(s) citizenship: _____
- Association: _____
- General Partnership: _____
- Limited Partnership: _____
- Corporation-State: CALIFORNIA
- Other: _____

Additional name(s) & address(es) attached? Yes No

4.A. Trademark Application No.(s)

75/296,448

B. Registration No.(s)

1,665,296

Additional numbers attached? * Yes No

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

CHARLOTTE Y. CHEN
MORRISON & FOERSTER LLP
555 WEST FIFTH STREET
SUITE 3500
LOS ANGELES, CALIFORNIA 90013-1024

6. Total number of applications and trademark registrations involved: 2

7. Total fee (37 C.F.R. § 3.41): \$65.00

- Enclosed
- Authorized to be charged to deposit account, referencing Attorney Docket _____

8. Deposit account number: 03-1952

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

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.

Name: KELLY S. LOGUE, ESQ.

Signature

3/28/01

Date

Total number of pages comprising cover sheet, attachments and document: 12

04/18/2001 TDIA:1 0000003 75296448

01 FC:481 40.00 DP
02 FC:482 25.00 DP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

la-454154

TRADEMARK
REEL: 002273 FRAME: 0465

SECURITY AGREEMENT

(Trademarks)

THIS SECURITY AGREEMENT (Trademarks) (the "Trademark Security Agreement") is made and dated this 22nd day of January, 2001 by and between HOLLYWOOD RENTALS PRODUCTION SERVICES, LLC, a California limited liability company ("Debtor"), and SANWA BANK CALIFORNIA, a California corporation ("Secured Party").

RECITALS

A. Pursuant to that certain Loan Agreement dated as of January 22, 2001 between Secured Party and Debtor (as amended, modified or waived, the "Agreement"), Secured Party extended or agreed to extend credit to or for the benefit of Debtor on the terms and conditions and subject to the conditions set forth therein.

B. In connection therewith, Debtor agreed, among other things, to execute and deliver in favor of Secured Party (i) that certain Security Agreement dated the date hereof (as amended, modified or waived, the "Security Agreement") between Debtor and Secured Party, and (ii) certain supplemental documents, including, without limitation, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Grant of Security Interest. Debtor hereby mortgages, assigns, grants and conveys to the Secured Party, a security interest, pledge, assignment and mortgage in all of Debtor's right, title and interest in the following (the "Trademark Collateral"):

(a) All now existing or hereafter created or acquired, trademarks, service marks, unregistered marks, logos, indicia, tradenames, tradestyles, other business identifiers and rights and works protectible by trademark whether now owned or hereafter, and, except to the extent prohibited by the terms thereof or by law, all agreements in respect of Trademarks owned by third parties, including, without limitation, the Trademarks specifically described on Schedule I attached hereto, as the same may be amended or replaced from time to time;

(b) All now existing and hereafter arising registrations and applications for registration relating to any of the foregoing, all renewals and extensions thereof throughout the world in perpetuity, and all rights to make such applications and to renew and extend the same;

(c) All now existing and hereafter arising rights and licenses to make, have made, use and/or sell the inventions disclosed and claimed by any of the foregoing;

(d) All now existing and hereafter arising right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation;

(e) All now existing and hereafter arising rights, claims and interests under licensing or other contracts pertaining to any of the foregoing;

(f) All now existing and hereafter arising goodwill symbolized by or associated with any of the foregoing;

(g) All now existing and hereafter arising right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Secured Party for past, present and future infringements of any of the foregoing; and

(h) All products and proceeds of any of the foregoing.

2. Additional Representation and Warranty and Covenant. In addition to all representations and warranties, covenants and agreements set forth in the Agreement, the Security Agreement, and any other documents, Debtor hereby:

(a) Represents and warrants that Schedule I attached hereto sets forth an accurate and complete list of all trademarks owned by Debtor which are registered with the United States Patent and Trademark Office (any and all trademarks so registered being the "Trademarks"); and

(b) Agrees promptly to notify Secured Party in writing of any additional Trademarks of which Debtor becomes the owner, and to deliver to Secured Party an amended Schedule I reflecting such additional Trademarks. Secured Party is hereby authorized to cause such amended Schedule I to be filed and recorded in an amendment of this Trademark Security Agreement.

3. No Present Assignment. Neither the Agreement, this Trademark Security Agreement, the Security Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the Trademark Collateral. Subject to the rights of Secured Party, it is the intention of the parties hereto that Debtor continue to own the Trademark Collateral.

4. Relationship to Other Documents. The Trademark Collateral shall constitute Collateral for all purposes of the Agreement, the Security Agreement and the other documents executed in connection therewith and Secured Party shall have all rights, powers and remedies with respect to the Trademark Collateral to the same extent as it has with respect to other Collateral pursuant to the Security Agreement.

5. Miscellaneous.

(a) All covenants and other agreements contained in this Trademark Security Agreement by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns.

(b) Any provision of this Trademark Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

(c) Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any person, or which such person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such person.

(d) This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.

(e) This Trademark Security Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of California excluding choice-of-law principles of the law of such State that would require the application of the laws of a jurisdiction other than such State.

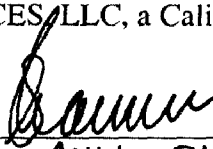
SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT
(Description of Trademark Collateral)

<u>Registration No.</u>	<u>Registration Date</u>
1,665,296	11/19/91
75/296,448	5/22/97

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed on and as of the day and year first above written.

DEBTOR:

HOLLYWOOD RENTALS PRODUCTION
SERVICES, LLC, a California limited liability company

By: 
Name: ANIL SHARMA
Title: PRESIDENT

SECURED PARTY:

SANWA BANK CALIFORNIA, a California
corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed on and as of the day and year first above written.


DEBTOR:

HOLLYWOOD RENTALS PRODUCTION
SERVICES, LLC, a California limited liability company

By: _____
Name: _____
Title: _____

SECURED PARTY:

SANWA BANK CALIFORNIA, a California corporation

By:  _____
Name: Donna K. Owen
Title: SVP

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On Jan. 22, 2000, before me, the undersigned notary public in and for said County and State,
personally appeared Anil Sharma, personally known to me
(for proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/het/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument, the
person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.



Rene A Mabeus
My commission expires on 11/19/04

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<u>CAPACITY CLAIMED BY SIGNER</u>	<u>DESCRIPTION OF ATTACHED DOCUMENT</u>
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER Title(s) _____	Title or Type of Document
<input type="checkbox"/> PARTNER(S) ___ Limited ___ General	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	Signer(s) Other Than Named Above
<input type="checkbox"/> TRUSTEE(S)	Date of Document: _____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	Number of Pages: _____
<input type="checkbox"/> OTHER:	SIGNER IS REPRESENTING:

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

On Jan. 23, 2000¹, before me, the undersigned notary public in and for said County and State, personally appeared Donna K. Owen, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies) and that, by ~~his/her/their~~ signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.



Suzi Smail
My commission expires on Jan. 26, 2001

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER
Title(s) SVP
- PARTNER(S)
 Limited General
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

DESCRIPTION OF ATTACHED

Trade mark Security agreement
Title or Type of Document

Signer(s) Other Than Named Above

Date of Document: _____

Number of Pages: _____

SIGNER IS REPRESENTING:

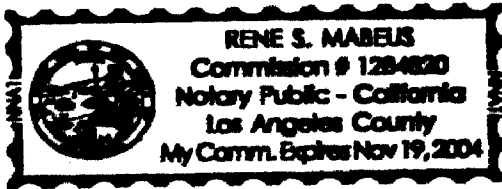
Sanwa Bank Ca.

STATE OF CALIFORNIA)

COUNTY OF Los Angeles) ss.

On Jan. 22, 2000, before me, the undersigned notary public in and for said County and State, personally appeared Anil Sharma, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.



Rene S Mabeus
My commission expires on 11/19/04

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER
Title(s) _____
- PARTNER(S)
___ Limited ___ General
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

_____ Title or Type of Document

_____ Signer(s) Other Than Named Above

Date of Document: _____

Number of Pages: _____

SIGNER IS REPRESENTING:

