


VIA FACSIMILE

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)		<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
<b>1. Name of conveying party(ies):</b> <b>HOLLYWOOD RENTAL PRODUCTION SERVICES LLC</b> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State: California <input type="checkbox"/> Other:  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<b>2. Name and address of receiving party(ies):</b> Name: <b>FIRST BANK</b> Internal Address: Street Address: <b>5939 Canoga Avenue</b>  City: <b>Woodland Hills</b> State: <b>California</b> Zip: <b>91367</b> <input type="checkbox"/> Individual(s) citizenship: _____ <input type="checkbox"/> Association: _____ <input type="checkbox"/> General Partnership: _____ <input type="checkbox"/> Limited Partnership: _____ <input checked="" type="checkbox"/> Corporation-State: <b>Missouri</b> <input type="checkbox"/> Other: _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>3. Nature of Conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: <b>Amendment to Security Agreement</b>  Execution Date: <b>October 26, 2004</b>					
<b>4. Application Number(s) or Registration Number(s):</b> A. Trademark Application No.(s):  Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			B. Trademark Registration No.(s): <b>1,665,296</b>		
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <b>Kelly Logue</b> <b>MORRISON &amp; FOERSTER LLP</b>  Internal Address: <b>Atty. Dkt.: 53109/5</b> Street Address: <b>555 W. Fifth Street</b> <b>Suite 3500</b>  City: <b>Los Angeles</b> State: <b>CA</b> Zip: <b>90013</b>			<b>6. Total Number of applications and registrations involved:</b> <u>1</u> <b>7. Total fee (37 CFR 3.41)</b> \$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to Deposit Account <input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed) <b>8. Deposit account number:</b> <u>03-1952</u> (Attach duplicate copy of this page if paying by deposit account)		
<b>DO NOT USE THIS SPACE</b>					
<b>9. Statement and signature:</b> <i>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.</i>  <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <b>Mehran Arjomand (Reg. No.48,231)</b>            Name of Person Signing         </div> <div style="width: 30%; text-align: center;">             Signature         </div> <div style="width: 10%; text-align: right;"> <b>October 26, 2004</b>            Date         </div> </div> Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">8</span>					

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**TRADEMARK**  
**REEL: 002963 FRAME: 0758**

**AMENDMENT TO  
SECURITY AGREEMENT  
(Trademarks)**

THIS AMENDMENT TO SECURITY AGREEMENT (Trademarks) (the "Amendment") is made and dated as of the 26th day of October, 2004 by and between HOLLYWOOD RENTALS PRODUCTION SERVICES, LLC, a California limited liability company (the "Company"), and FIRST BANK, a Missouri banking corporation (the "Bank").

**RECITALS**

A. The Company and the Bank entered into that certain Security Agreement (Trademarks) dated June 19, 2002 (the "Trademark Security Agreement"), in which the Company granted to the Bank a security interest, pledge, assignment, and mortgage in all of the Company's rights, title, and interest in the Company's Trademark Collateral (as the term is defined in the Trademark Security Agreement), including, without limitation, the trademarks specifically described on Schedule I attached hereto.

B. The Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on July 1, 2002, at Reel 002499, Frame 0102.

C. The Company and the Bank entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Credit Agreement by and between Company and Bank dated June 19, 2002 (the "2002 Credit Agreement").

D. The Company, the Bank, and RP Holdings, Inc. ("RP Holdings"), the Company's indirect parent company, agreed to change the structure of the obligations under the 2002 Credit Agreement, including obligations under the Trademark Security Agreement, pursuant to the terms of that certain Credit, Guaranty and Security Agreement dated October 26, 2004 between the parties. Under the new credit structure, RP Holdings is now directly obligated to the Bank as a borrower and the Company has guaranteed RP Holdings' obligations to the Bank.

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. Amendment of Trademark Security Agreement. The parties hereby agree to amend the Trademark Security Agreement, effective as of the date written above, as follows:

1.1. All references to the term "Borrower" in the Trademark Security Agreement shall be replaced with the term "Company."

1.2. Recitals. Provisions A. and B. of the Recitals are hereby amended and restated to read in their entirety as follows:

"A. Pursuant to that certain Credit, Guaranty and Security Agreement dated as of October 26, 2004 between the Lender, the Company, as Guarantor, and RP Holdings, Inc. ("RP Holdings"), the Company's indirect parent company, (as amended, modified or waived, the "Credit Agreement"), Lender extended or agreed to extend credit to or for the benefit of RP Holdings on the terms and conditions and subject to the conditions set forth therein.

B. In connection therewith, the Company has guaranteed RP Holdings' obligations and agreed, among other things, to execute and deliver in favor of Lender certain

supplemental documents, including, without limitation, this Trademark Security Agreement.”

1.3. The introductory phrase to **Section 1** of the Trademark Security Agreement is hereby amended and restated to read in its entirety as follows:

“Grant of Security Interest. Company hereby mortgages, assigns, grants and conveys to the Lender, a security interest, pledge, assignment and mortgage in all of Company’s right, title and interest in the following (the “Trademark Collateral”) to secure payment and performance of the Guaranteed Obligations (as such term is defined in the Credit Agreement):”


2. Reaffirmation of Trademark Security Agreement. This Amendment shall be deemed to be an amendment to the Trademark Security Agreement, and the Trademark Security Agreement, as amended hereby, is hereby ratified, approved and confirmed in each and every respect.

3. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

EXECUTED as of the day and year first above written.

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

By: *Lakeigh Investments, L.P., member*  
By: *Lakeigh Enterprises, LLC, d-b.*

By:   
Name: Mark A. Rosenthal  
Title: President

FIRST BANK, a Missouri banking corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On DECEMBER 26, 2004, before me, the undersigned notary public in and for said County and State, personally appeared MARK A. ROSENTHAL, 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.



*Carol Lee Sanders*

My commission expires on AUGUST 19, 2006

**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**

- 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:**


\_\_\_\_\_  
\_\_\_\_\_

EXECUTED as of the day and year first above written.

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FIRST BANK, a Missouri banking corporation

By:   
Name: Robert Wagon  
Title: Vice President

STATE OF CALIFORNIA )  
COUNTY OF Los Angeles ) ss.

On October 25<sup>th</sup>, 2004, before me, the undersigned notary public in and for said County and State, personally appeared Robert Ligon, 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.



Ivan L. Padilla  
My commission expires on 8, 25, 2006

**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:**

\_\_\_\_\_

\_\_\_\_\_

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

Registered Trademarks:

Registration Number

Registration Date

1,665,296

11/19/91

Trademark Applications:

Serial Number

Application Date

75/296,448

5/22/97, Abandoned