

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust Company		01/14/2002	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bay Harbour Management, L.C.
Street Address:	4700 Millenia Blvd
Internal Address:	Suite 400
City:	Orlando
State/Country:	FLORIDA
Postal Code:	32839
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2200431	COOL PLANET
Registration Number:	1776944	PLANET HOLLYWOOD
Registration Number:	1890377	PLANET HOLLYWOOD
Registration Number:	1788712	PLANET HOLLYWOOD
Registration Number:	1798442	PLANET HOLLYWOOD
Serial Number:	75144537	PLANET HOLLYWOOD
Serial Number:	75144536	PLANET HOLLYWOOD
Serial Number:	75144535	PLANETHOLLYWOOD.COM

CORRESPONDENCE DATA

Fax Number: 4073527310
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 4079035505
 Email: mmcintosh@planethollywoodintl.com

OP \$215.00 2200431

Correspondent Name: Martha H. McIntosh
Address Line 1: 4700 Millenia Blvd
Address Line 2: Suite 400
Address Line 4: Orlando, FLORIDA 32839

NAME OF SUBMITTER: Martha H. McIntosh

Signature: /Martha H. McIntosh/

Date: 11/14/2012

Total Attachments: 13

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UNIFORM COMMERCIAL CODE

STATE OF FLORIDA Filed With: Secretary of State
FINANCING STATEMENT **FORM UCC-1 (REV. 1995)**

THIS FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor (Last Name First if an individual) Planet Hollywood International, Inc.		1a. Date of Birth or FEM 59-3283783	
1b. Mailing Address 8669 Commodity Circle		1c. City, State Orlando, FL	1d. Zip Code 32819
2. Additional Debtor or Trade Name (Last Name First if an individual)		2a. Date of Birth or FEM	
2b. Mailing Address		2c. City, State	2d. Zip Code
3. Secured Party (Last Name First if an individual) Wilmington Trust Company, as Agent			
3a. Mailing Address Rodney Square North, 1100 North Market Street		3b. City, State Wilmington, DE	3c. Zip Code 19850
4. Additional Secured Party (Last Name First if an individual)			
4a. Mailing Address		4b. City, State	4c. Zip Code
5. This Financing Statement covers the following types of items or property (include description of real property on which located and owner of record when required. If more space is required, attach additional sheet(s)). This financing statement covers, without limitation, all tangible and intangible property of the Debtor including all of the Debtor's right, title and interest in and to all accounts, contract rights, documents, chattel paper, books and records, equipment, fixtures, general intangibles, patents, trademarks, copyrights, computer software, deposit accounts, tax refunds, inventory, letters of credit, instruments, investment property, financial assets, securities entitlements and securities wherever located and whether now or hereafter existing and whether now owned or hereafter acquired of every kind and description, as more fully described in Schedule A attached hereto and made a part hereof.			
6. Check only of Applicable: <input checked="" type="checkbox"/> Products of collateral are also covered. <input checked="" type="checkbox"/> Proceeds of collateral are also covered. <input type="checkbox"/> Debtor is transmitting utility.			
7. Check appropriate box: (One box must be marked) <input type="checkbox"/> All documentary stamp taxes due and payable or to become due and payable pursuant to a 201.22 F.S., have been paid. <input checked="" type="checkbox"/> Florida Documentary Stamp Tax is not required.			
8. In accordance with s. 879.402(2), F.S., this statement is filed without the Debtor's signature to perfect a security interest in collateral:		8. Number of additional sheets presented: <u>10</u>	
<input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state or debtor's location changed to this state.		This Space for Use of Filing Officer 200000072311-2 -03/27/00-01089-020 ***261.00 FILED 00 MAR 27 PM 12:30 SECRETARY OF STATE TALAHASSEE, FLORIDA [Signature]	
<input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.			
<input type="checkbox"/> as to which the filing has lapsed. Date filed _____ and previous UCC-1 file number _____			
<input type="checkbox"/> acquired after a change of name, identity, or corporate structure of the debtor.			
10. Signature(s) of Debtor(s) Planet Hollywood International, Inc.			
11. Signature(s) of Secured Party or if Assigned, by Assignee(s). Wilmington Trust Company, as Agent			
12. Retain Copy to: Name: _____ Address: 2111993-42P Address: OT Corporation System UCC Services 111 Eighth Avenue, 13th Floor New York, NY 10011 City, State, Zip: _____			

FILING OFFICER/ACKNOWLEDGMENT COPY STANDARD FORM - FORM UCC-1 Approved by Secretary of State, State of Florida

SCHEDULE A
to UCC-1 Financing Statement Naming:

PLANET HOLLYWOOD INTERNATIONAL, INC. . . .
as Debtor

and

WILMINGTON TRUST COMPANY, as agent for the benefit of certain note purchasers, as
Secured Party

This financing statement covers, without limitation, all tangible and intangible property of the Debtor including all of the Debtor's right, title and interest in and to all accounts, contract rights, documents, chattel paper, books and records, equipment, fixtures, general intangibles, patents, trademarks, copyrights, computer software, deposit accounts, tax refunds, inventory, letters of credit, instruments, investment property, financial assets, securities entitlements and securities wherever located and whether now or hereafter existing and whether now owned or hereafter acquired of every kind and description, as more fully described as follows:

All personal property and fixtures of the Debtor, wherever located and whether now or hereafter existing and whether now owned or hereafter acquired, of every kind and description, tangible or intangible (collectively, the "Collateral"), including, without limitation, all of the Debtor's right, title and interest in and to the following:

(a) all equipment of any kind including, without limitation, all furniture, fixtures and machinery, wherever located and whether now or hereafter existing and whether now owned or hereafter acquired, together with all substitutes, replacements, accessions and additions thereto, and all tools, parts, accessories and attachments used in connection therewith (hereinafter collectively referred to as the "Equipment");

(b) (i) all inventory of any kind, wherever located and whether now or hereafter existing and whether now owned or hereafter acquired (including, without limitation, all types of goods, property and other assets, raw, in process and finished, and all other inventory, merchandise, goods and other tangible personal property that are held for sale or lease by the Debtor), all materials used or consumed in the business of the Debtor, goods returned to or repossessed by the Debtor, and goods in which the Debtor has an interest in mass or a joint or other interest or right of any kind (including consigned goods or goods being processed), all accessions thereto and products thereof and all packing and shipping materials (hereinafter collectively referred to as the "Inventory");

(ii) (A) all memorabilia, collectibles, souvenirs, keepsakes or any other tangible personal property owned by the Debtor the market value of which is to any extent derived from any association with (1) a celebrity, entertainer, athlete or any other Person reasonably understood to be a celebrity, entertainer or athlete, or (2) any motion picture, television program, series of television programs or sports or entertainment event, (B) all memorabilia, collectibles, souvenirs or keepsakes recognized as such by the Secured Party, to or in which the Debtor has a right of ownership, and (C) all copyrights and other intellectual property with respect thereto, and all reproduction, display and other

exploitative merchandising rights in any and all media (hereinafter collectively referred to as the "Memorabilia");

(c) (i) all accounts, contract rights, chattel paper, instruments, documents, general intangibles and other obligations of any kind, whether now or hereafter existing and whether now owned or hereafter acquired, arising out of or in connection with the sale or lease of goods or any of the foregoing Collateral (including, without limitation, the Memorabilia) or the rendering of services or otherwise; and (ii) all rights now or hereafter existing in and to all credit insurance, guaranties, letters of credit, security agreements, leases and other contracts now or hereafter existing and securing or otherwise relating to any such accounts, contract rights, chattel paper, instruments, general intangibles or obligations (any and all such accounts, contract rights, chattel paper, instruments, general intangibles and obligations being hereinafter referred to collectively as the "Receivables", and any and all such credit insurance, guaranties, letters of credit, security agreements, leases and other contracts being hereinafter referred to collectively as the "Related Contracts");

(d) (i) all trademarks, service marks, trade names, business names, trade dress, trade styles, designs, logos and other source or business identifiers and all general intangibles of like nature, now or hereafter owned, adopted, acquired or used by the Debtors, all applications, registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, of any state thereof or of any other country or of any political subdivision thereof (including, without limitation, all applications, registrations and recordings listed in Annex I to this Schedule A), and all reissues, extensions or renewals thereof, together with all goodwill of the business symbolized by such marks and all customer lists, formulae and other records of the Debtor relating to the distribution of products and services in connection with which any of such marks are used, and all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past and future infringements or dilutions thereof and the right to sue for past, present and future infringements and dilutions thereof (hereinafter referred to collectively as the "Trademarks"), and (ii) all licenses, contracts or other agreements, whether written or oral, naming the Debtor as licensor or licensee and providing for the grant of any right to use any Trademark, including, without limitation, all Trademark licenses listed in Annex I to this Schedule A, together with any goodwill connected with and symbolized by any such trademark licenses or agreements and the right to prepare for sale and sell any and all Inventory or Memorabilia now or hereafter owned by the Debtor and now or hereafter covered by such licenses (hereinafter referred to collectively as the "Trademark Licenses");

(e) (i) all letters patent, design patents and utility patents, and all copyrights, inventions, trade secrets, proprietary information and technology, know-how, formulae and other general intangibles of like nature, now existing or hereafter acquired, all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States or of any other country or of any political subdivision thereof), and all reissues, divisions, continuations, continuations in part and extensions or renewals thereof (hereinafter referred to collectively as the "Patents"), and (ii) all licenses, contracts or other agreements, whether written or oral, naming the Debtor as licensee or licensor and providing for the grant of any right to manufacture, use or sell any invention covered by any patent (hereinafter referred to collectively as the "Patent Licenses");

(f) (A) all domestic and foreign copyrights, including, without limitation, all copyright rights throughout the world (whether now or hereafter arising) in any and all media (whether now or hereafter developed), in and to all original works of authorship fixed in any tangible medium of

expression, acquired or used by the Debtor, all applications, registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Copyright Office or in any similar office or agency of the United States or any other country or any political subdivision thereof (including, without limitation, all applications, registrations and recordings listed in Annex II to this Schedule A), and all reissues, divisions, continuations, continuations in part and extensions or renewals thereof (hereinafter referred to collectively as the "Copyrights"), and (B) all licenses, contracts or other agreements, whether written or oral, naming the Debtor as licensee or licensor and providing for the grant of any right to use or sell any works covered by any copyright (hereinafter referred to collectively as the "Copyright Licenses" and together with the Trademark Licenses and the Patent Licenses, the "Licenses");

(g) (i) all moneys, securities and other property, and the Proceeds thereof, now or hereafter held or received by, or in transit to, the Secured Party from or for the Debtor, whether for safekeeping, pledge, custody, transmission, collection or otherwise, and all of the Debtor's claims against the Secured Party at any time existing; (ii) all rights relating to the sale or other transfer of property to, or the construction, renovation or other improvement of property by or for, the Debtor; (iii) all rights, interests, choses in action, causes of actions, claims and all other intangible property of every kind and nature, in each instance whether now owned or hereafter acquired by the Debtor, including, without limitation, all corporate and other business records, all loans, royalties, and all other forms of obligations receivable whatsoever (other than Receivables); (iv) all computer programs, software, printouts and other computer materials, customer lists, credit files, correspondence and advertising materials; (v) all customer and supplier contracts, sale orders, rights under license and franchise agreements, and other contracts and contract rights; (vi) all interests in partnerships and joint ventures, including all moneys due from time to time in respect thereof; (vii) all federal, state and local tax refunds and federal, state and local tax refund claims; (viii) all right, title and interest under leases, subleases, licenses and concessions and other agreements relating to personal property, including all moneys due from time to time in respect thereof; (ix) all payments due or made to the Debtor in connection with any requisition, confiscation, condemnation, seizure or forfeiture of any property by any Person, Governmental Authority or regulatory body; (x) the letter of credit cash collateral account maintained by the Secured Party, any depository cash concentration account or other deposit accounts (general or special) maintained by the Debtor and/or the Secured Party with any bank or other financial institution; (xi) all credits with and other claims against third parties (including carriers and shippers) (other than Receivables); (xii) all rights to indemnification; (xiii) all reversionary interests in pension and profit sharing plans and reversionary, beneficial and residual interests in trusts; (xiv) all letters of credit, guaranties, liens, security interests and other security held by or granted to the Debtor; (xv) all instruments, files, records, ledger sheets and documents covering or relating to any of the Collateral; and (xvi) all general intangibles, whether or not similar to the foregoing, in each instance, however and wherever arising, including, without limitation, material contracts of the Debtor;

(h) all books and records of the Debtor relating to any of the foregoing Collateral, including, without limitation, (1) all customer contracts, sale orders, minute books, ledgers, records, computer programs, software, printouts and other computer materials, customer lists, credit files, correspondence and advertising materials, in each case indicating, summarizing or evidencing any of the Collateral, and (2) all of the Debtor's right, title and interest in and under any purchase agreements, bills of sale, invoices or similar documents in respect of any of the Memorabilia, as such documents may be amended or otherwise modified from time to time (hereinafter collectively referred to as the "Purchase Agreements"), and any provenance with respect to any of the Memorabilia; and

(i) all Proceeds of any and all of the foregoing Collateral (including, without limitation, (i) damages and payments for past or future infringements of the Trademarks, the Patents, or the Copyrights, (ii) the right to sue for past, present and future infringements of the Trademarks, the Patents or the Copyrights, (iii) all of the Debtor's right, title and interest in and to all policies of insurance covering any Collateral, including, without limitation, the Memorabilia, and (iv) to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof) and any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral, including, without limitation, the Memorabilia, in each case howsoever the Debtor's interest therein may arise or appear (whether by ownership, security interest, claim or otherwise)).

As used in this Schedule A, capitalized terms used herein without definition have the meanings specified in Article 9 of the Uniform Commercial Code currently in effect in the State of New York (the "Code"), and the following terms have the following meanings:

"Governmental Authority" shall mean any nation or government, any federal, state, city, town, municipality, county, local or other political subdivision thereof or thereto and any department, commission, board, bureau, instrumentality, agency or other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Person" means and includes an individual, a partnership, a corporation, a limited liability company, a business trust, a joint stock company, a trust, an unincorporated association, a joint venture, a governmental subdivision, agency or authority or any other entity of any nature.

"Proceeds" has the meaning assigned to it under the Code and, in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Debtor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency or any other Person (whether or not acting under color of Governmental Authority) and (iii) any and all other monies or other property from time to time paid or payable or distributed or distributable under or in connection with any of the Collateral.

ANNEX I
to SCHEDULE A
to UCC-1 Financing Statement Naming:

PLANET HOLLYWOOD INTERNATIONAL, INC.
as Debtor
and

WILMINGTON TRUST COMPANY, as agent for the benefit of certain note purchasers,
as Secured Party

TRADEMARKS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES

Registered Trademarks

Country	Trademark	Registration No.	Registration Date
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

Country	Trademark	Registration No.	Registration Date
South Carolina	Planet Hollywood & Design	SC3000006283	1/23/95
United States	Official All Star Cafe	2,046,194	3/18/97
United States	All Star Sports Cafe (Stylized)	1,961,248	3/12/96
United States	OASC	2,082,666	7/22/97
United States	Official All Star Cafe	2,207,720	12/1/98
United States	Official All Star Cafe (Circle)	2,184,315	8/25/98
United States	Official All Star Cafe (Circle)	2,164,801	6/9/98
United States	Official All Star Cafe (Circle)	2,199,123	10/20/98
United States	Official All Star Cafe (Square)	2,209,810	12/8/98
United States	Official All Star Cafe (Square)	2,246,285	5/18/99

Pending Trademark Applications

Country	Trademark	Serial No.	Filing Date
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
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

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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
United States	Official All Star Cafe (Square)	75/457,906	3/27/98
United States	Official All Star Cafe Hotel & Casino	75/507,730	6/22/98
United States	Official All Star Cafe	75/138,481	7/23/96
United States	Official All Star Hotel (Square)	75/317,479	6/30/97
United States	Sound Republic	75/281,185	4/25/97
United States	Sound Republic	75/522,020	7/20/98
United States	Sound Republic Hotel Casino	75/522,019	7/20/98

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

Country	Trademark	Serial No.	Filing Date
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
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
United States	Official All Star Café & Design	75/138,482	7/23/96
United States	Institute Of Sport	75/322,075	7/10/97
United States	Sweet Victory	74/679,009	5/23/95
United States	Official All Star Café Hotel & Casino	74/506,215	3/23/94
United States	OASC	74/480,120	1/18/94
United States	Soundmine	75/249,313	2/28/97
United States	Sound Institute	75/300,871	5/30/97
United States	Institute of Sound	75/304,374	6/6/97
United States	The Compound	75/090,622	4/18/96
United States	Rock City	75/202,533	11/22/96
United States	Sound Asylum	75/322,795	7/11/97
United States	Sound Asylum	75/365,593	9/30/97

Trademark Applications in Preparation

Country	Trademark	Docket No.	Expected Filing Date	Products/ Services
United States	Planet Movies			

Trademark Licenses

Country or Territory	Trademark	Licensor	Licensee	Effective Date	Expiration Date
United States	Planet Hollywood	Planet Hollywood International, Inc.	Mattel, Inc.		
United States	Planet Hollywood	Planet Hollywood International, Inc.	Converse, Inc.		
United States	Planet Hollywood	Planet Hollywood International, Inc.	MBNA		
United States	Planet Hollywood	Planet Hollywood International, Inc.	PepsiCo		
United States	Official All Star Cafe	Planet Hollywood International, Inc.	PepsiCo		
United States	Planet Hollywood	Planet Hollywood International, Inc.	BMT, LLC		

ANNEX II
to SCHEDULE A
to UCC-1 Financing Statement Naming:

PLANET HOLLYWOOD INTERNATIONAL, INC.
as Debtor
and

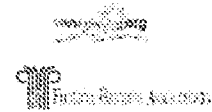
WILMINGTON TRUST COMPANY, as agent for the benefit of certain note purchasers, as
Secured Party

U.S. COPYRIGHT REGISTRATIONS

TITLE	REGISTRATION NO.
Planet Hollywood and Design	VAu 308,789
Planet Hollywood and Design	VAu 218,919
Planet Hollywood and Design	VAu 308,785
Planet Hollywood and Design	VAu 247,134
Planet Hollywood and Design	VAu 247,900
Planet Hollywood	VAu 193,886



FLORIDA SECURED TRANSACTION REGISTRY



Filing History

Filing History/Filing Events For: 200000072311

Filing History					
DOCUMENT NUMBER	TYPE	DATE	PAGES	ACTIONS	
063205366187	UCC3	01/14/2002	1	2	
1) Add a secured	BAY HARBOUR MANAGEMENT, L.C. 885 THIRD AVENUE, 34TH FLOOR NEW YORK NY 10022				
2) Remove a secured	WILMINGTON TRUST COMPANY AS AGENT 1100 N MARKET ST RODNEY SQUARE NORTH WILMINGTON DE 19890				

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
UCC Filing Department (800) 221-0102

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**National Corporate Research, Ltd.
 225 West 34th Street, Suite 910
 New York, NY 10122**

FLORIDA SECURED TRANSACTION REGISTRY

FILED

2002 Jan 14 AM 12:00

***** 200200086187 *****

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
200000072311

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or reentered) in the REAL ESTATE RECORDS

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 5.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes (add provide appropriate information in items 6 and/or 7).

CHANGE name and/or address: Give former record name in Item 6a or 6b; also give new name (if name changed) in Item 7a or 7b and/or new address (if address changed) in Item 7c. DELETE name: Give record name to be deleted in Item 6a or 6b. ADD name: Complete Item 7a or 7b, and also Item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
Bay Harbour Management, L.C.

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS
885 Third Avenue, 34th Floor CITY **New York** STATE **NY** POSTAL CODE **10022** COUNTRY

7d. TAX ID #: SSN OR EIN ADDL INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box. Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

This financing statement covers, without limitation, all of the collateral described in the initial financing statement identified by the number in Section 1a. above.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Wilmington Trust Company, As Agent

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA
FL SOS Planet Hollywood International, Inc.

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/28/98)

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TRADEMARK