



08-05-1999

FR SHEET

U.S. Department of Commerce
Patent and Trademark Office

07-09-1999
U.S. Patent & TMOfc/TM Mail Rcpt Dt. #10



101109002

Y

attached original documents or copy thereof:

TO THE HONORABLE Commissioner

1. Name and address of conveying party(ies):

Name: Hollywood Entertainment Corporation
dba Hollywood Video

Address: 25600 S.W. Parkway Center Drive
Wilsonville, OR 97070

Individual Association
 General Partnership Limited Partnership
 Corporation, State of Oregon
Other: _____

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

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

Name: Societe Generale, as Agent for Itself and
Other Lenders

Address: Attn: Blaine Shaum
2029 Century Park East, Suite 2900
Los Angeles, California 90067

Individual(s) citizenship: _____
Association: _____
General Partnership: _____
Limited Partnership: _____
 Corporation, State of _____ (France)
Other: _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)

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

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other: _____

Execution Date: September 11, 1997

07-29-1999
U.S. Patent & TMOfc/TM Mail Rcpt Dt. #64

4. Application Number(s) or Registration Number(s):

A. Trademark Application Number(s): 74/415,786;
75/148,728; 74/413,995

Additional numbers attached? Yes No

B. Registration Number(s): 1,848,749; 1,935,822;
2,046,045; 1,614,357; 1,814,125

Additional numbers attached? Yes No

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

Name: Jerome Grossman, Esq.

Address: Heller Ehrman White & McAuliffe
333 Bush Street
San Francisco, California 94301

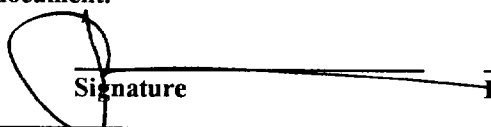
6. Total Applications and registrations involved: 8

7. Total fee (37 CFR 3.41)(\$40.00 per assignment): \$215.00
 Enclosed
 Authorized to be charged to Deposit Account
 The Commissioner is authorized to charge underpayment of any fees or credit any overpayment to deposit account number 08-1645.

8. Deposit Account Number 08-1645.

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.

Jerome Grossman
Typed Name


Signature

7/6/99
Date

DO NOT USE THIS SPACE

Mail documents to be recorded with required cover information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

**SCHEDULE OF ISSUED REGISTRATIONS
AND PENDING APPLICATIONS OWNED BY
HOLLYWOOD ENTERTAINMENT CORPORATION**

**U.S. and Foreign*
As of September 11, 1997**

I. HOLLYWOOD VIDEO (Word Mark)

Country	Status	Application or Registration No.	Filing or Registration Date
Argentina	Published	2038301	06/26/96
Brazil	Pending	819420549	08/14/96
Colombia	Published	96057865	11/01/96
Czech Republic	Pending	0-111990-96	06/07/96
Denmark	Registered	00090/97	01/17/97
Ecuador	Pending	69247	06/10/96
El Salvador	Pending	011996002743	06/27/96
Germany	Pending	39654329.4	12/13/96
Greece	Pending	130025	07/11/96
Guatemala	Pending	5827-96	07/29/96
Honduras	Registered	4003	01/31/97
Hong Kong	Pending	97/7516	06/05/97
Ireland	Pending	96/3686	06/05/96
Israel	Pending	111338	03/25/97
Korea (South)	Pending	96-6806	06/14/96
Monaco	Registered	9617321	09/25/96
New Zealand	Pending	263877	06/24/96
Nicaragua	Registered	33094	01/07/97
Panama	Published	082362	08/09/96
Paraguay	Pending	11798/96	06/13/96
Poland	Pending	Z-161776	07/04/96
Portugal	Pending	318735	08/09/96
Russian Federation	Pending	96709400	07/19/96
Saudi Arabia	Pending	38465	04/09/97
Spain	Pending	2101111	06/26/97
Taiwan	Pending	86013868	03/22/97
Tunisia	Pending	EE970785	05/16/97
Turkey	Pending	35223/96	07/01/96
United Arab Emirates	Pending	22656	07/15/97
United Kingdom	Registered	2102713B	04/25/97
United States	Registered	1,848,749	08/09/94
Uruguay	Pending	288414	07/17/96
Zimbabwe	Pending	616/97	04/09/97

*Note: This schedule does not include state applications or registrations, or any marks that are not the subject of applications or registrations.

II. HOLLYWOOD VIDEO and Spotlight/Mountain Design

Country	Status	Application or Registration No.	Filing or Registration Date
Argentina	Registered	1634492	06/02/97
Australia	Pending	716441	09/02/96
Austria	Registered	165951	08/28/96
Bolivia	Pending		07/09/97
Brazil	Pending	819420557	08/14/96
Chile	Pending	351814	08/08/96
China	Published	960118135	10/24/96
Colombia	Published	96057864	11/01/96
Czech Republic	Pending	0-112489-96	06/26/96
Denmark	Registered	06875/96	12/13/96
Ecuador	Pending	69855	07/04/96
El Salvador	Published	011996002903	07/09/96
Estonia	Pending		02/12/97
Germany	Registered	39630977	12/16/96
Greece	Pending	130026	07/11/96
Guatemala	Pending	5266-96	07/08/96
Honduras	Registered	3997	01/31/97
Hong Kong	Pending	97/7518	06/05/97
Hungary	Pending	02168	07/01/96
Iceland	Pending	759/1997	06/12/97
Ireland	Pending	4049/96	06/24/96
Israel	Pending	111339	03/25/97
Italy	Pending	RM96C002893	06/27/96
Japan	Pending	36527/96	04/04/96
Korea (South)	Pending	96-7575	06/26/96
Latvia	Pending	M-967-1957	12/28/96
Liechtenstein	Registered	10052	04/03/97
Lithuania	Pending	97-0608	03/07/97
Monaco	Registered	9617320	09/25/96
New Zealand	Pending	263878	06/24/96
Nicaragua	Registered	33095	01/07/97
Norway	Pending	964284	07/16/97
Paraguay	Pending	12780/96	06/27/96
Peru	Published	96.15836	07/12/96
Poland	Pending	Z-161777	07/04/96
Portugal	Published	318736	08/09/96
Puerto Rico	Pending		01/08/97
Romania	Pending		12/24/96
Russian Federation	Pending	96709399	07/19/96
Saudi Arabia	Pending	38466	04/09/97
Slovak Republic	Pending	POZ351296	12/31/96
South Africa	Pending	96/03968	03/26/96

Country	Status	Application or Registration No.	Filing or Registration Date
Spain	Pending	2101112	06/26/97
Sweden	Pending	96-06139	06/24/96
Switzerland	Registered	438291	04/14/97
Taiwan	Pending	86013867	03/22/97
Tunisia	Pending	EE970786	05/16/97
Turkey	Pending	35225/96	07/01/96
Ukraine	Pending	96123067/T	12/28/96
United Arab Emirates	Pending	22657	07/15/97
United Kingdom	Registered	2102713	04/25/97
United States	Pending	74/415,786	07/23/93
Uruguay	Pending	288415	07/17/96
Zimbabwe	Pending	617/97	04/09/97

III. MISCELLANEOUS MARKS

Country	Mark	Status	Application or Registration No.	Filing or Registration Date
Argentina	WANT ENTERTAINMENT! GO TO HOLLYWOOD!	Pending	2050908	10/01/96
China	HOLLYWOOD VIDEO DESIGN (Without Words)	Pending	960083988	07/19/96
United Kingdom	HOLLYWOOD VIDEO (Word Mark and Word Mark Stylized--Series Application)	Registered	2102713A	04/25/97
United States	HOLLYWOOD ENTERTAINMENT	Registered	1,935,822	11/14/95
United States	WANT ENTERTAINMENT? GO TO HOLLYWOOD!	Registered	2,046,045	03/18/97
United States	VIDEO WATCH	Registered	1,614,357	09/18/90
United States	HOLLYWOOD VIDEO and Vertical Design	Pending	75/148,728	08/12/96
United States	HOLLYWOOD VIDEO SUPERSTORE	Registered	1,814,123	12/28/93
United States	HOLLYWOOD ENTERTAINMENT and Design	Pending	74/413,995	07/19/93

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant/Owner: Societe Generale

Serial/Reg.No.: [1,848,749, etc. - refer
to Attachment Item 4. Of Cover Sheet]

Filing/Reg. Date: [refer to Exhibit 1 to
Trademark Mortgage and Security
Agreement attached to Cover Sheet]

Trademark Law Office:
Assignment Branch

Hon. Commissioner of Patent and Trademarks
Washington, D.C. 20231

DESIGNATION OF DOMESTIC REPRESENTATIVE

Dear Sir/Madam:

Jerome Grossman, of HELLER, EHRMAN, WHITE & McAULIFFE, 333
Bush Street, San Francisco, California 94104 is hereby designated domestic
representative upon whom all notices or process in proceedings affecting the maintenance
and/or registration issuing hereon may be served.

Respectfully submitted,

Date: 7/6/99, 1999



Blaine Shaum
Managing Director
Societe Generale
2029 Century Park East, Suite 2900
Los Angeles, California 90067

TRADEMARK MORTGAGE AND SECURITY AGREEMENT

THIS TRADEMARK MORTGAGE AND SECURITY AGREEMENT

("Mortgage and Security Agreement") is made and is effective as of September 11, 1997, by HOLLYWOOD ENTERTAINMENT CORPORATION (d/b/a "Hollywood Video"), an Oregon corporation ("Grantor"), with its principal place of business located at 25600 S.W. Parkway Center Dr., Wilsonville, OR 97070, in favor of SOCIETE GENERALE, acting in its capacity as Agent for itself and the other Lenders (as defined in the Credit Agreement referred to below) (Societe Generale, in that capacity, "Secured Party").

WHEREAS Grantor, Secured Party, Donaldson, Lufkin & Jenrette Securities Corporation, as Administrative Agent, and Goldman Sachs Credit Partners L.P., as Documentation Agent, the Co-Agents named therein and the Lenders (as defined therein) are parties to that certain Revolving Credit Agreement dated as of September 5, 1997 (as at any time amended, supplemented or restated, the "Credit Agreement");

WHEREAS, pursuant to the Credit Agreement and that certain Security Agreement, dated as of September 5, 1997, by Grantor in favor of Secured Party (as at any time amended, supplemented or modified, the "Security Agreement"), to secure the performance of any and all of Grantor's Obligations (as defined in the Credit Agreement), Grantor has pledged to Secured Party, and granted to Secured Party a security interest in, all of its right, title and interest in and to certain personal property including, without limitation, all trademarks, trade names and service marks (in each case, together with the goodwill associated therewith), licenses thereof, in each case, whether registered or not and whether or not used or to be used by the Debtor, including, with respect to all of said property, without limitation, all rights corresponding thereunder throughout the world, all renewals thereof, all license royalties with respect thereto, all claims for damages, profits and proceeds by reason of past, present and future infringements thereof, and all rights to sue therefor, in each case, whether now owned or hereafter acquired (collectively, the "Trademarks," or, singularly, the "Trademark," and collectively with the other personal property described in the Security Agreement, the "Collateral");

WHEREAS, Grantor owns the Trademarks shown on Exhibit 1 hereto, and the parties desire to record Secured Party's security interest in said Trademarks with the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor and Secured Party hereby agree as follows:

1. Grantor hereby mortgages to Secured Party, and grants to Secured Party a security interest in, the Trademarks listed in Exhibit 1 hereto and in all goodwill associated therewith and proceeds thereof (the "Property"), to secure the complete and timely satisfaction of all Grantor's Obligations, as defined in, and in accordance with the terms of, the Credit Agreement.

2. Grantor represents and warrants that, except as expressly noted on Exhibit 1, (a) the Trademarks shown on Exhibit 1 hereto constitute all the Trademarks under any domestic law in which Grantor has an interest (including rights and interests pursuant to licensing or other contracts); and (b) Grantor has good and marketable title to the Trademarks shown on Exhibit 1 hereto, free and clear of any Liens (as that term is defined in the Credit Agreement), except for Liens permitted under the terms of the Credit Agreement, except for such defects in title, if any, as would not have a Material Adverse Effect.

3. The Property shall be part of the Collateral, and the Secured Party shall have the rights with respect thereto provided in the Credit Agreement and the other Loan Documents, as defined therein. The provisions, terms and conditions of the Credit Agreement and such other Loan Documents relating to or affecting the Property or the Secured Party's security interest therein are incorporated herein by reference as though fully set forth herein. In the event of any inconsistency between any of the Loan Documents and this Mortgage and Security Agreement, the terms of the relevant Loan Document shall control over the provisions of this Mortgage and Security Agreement.

4. Grantor agrees, now and during the term of this Mortgage and Security Agreement, to do all acts the Secured Party may reasonably deem necessary or proper to carry out the intent and purpose of this Mortgage and Security Agreement, and to protect the security interest of Secured Party in the Property.

5. Those parties desiring additional information regarding Secured Party's security interest in the Property may contact:

Jerome A. Grossman, Esq.
Heller, Ehrman, White & McAuliffe
333 Bush Street
San Francisco, California 94104-2878

6. This Mortgage and Security Agreement may be signed in any number of counterparts, and by different parties hereto in separate counterparts, with the same effect as if the signatures to each such counterpart were upon a single instrument. All counterparts shall be deemed an original hereof.

[SIGNATURES BEGIN ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, have executed this Mortgage and Security Agreement to be effective as of the day and year first above written.

Executed on this 19 day of September, 1997, at Wilsonville, Oregon.

GRANTOR:

HOLLYWOOD ENTERTAINMENT CORPORATION

By: [Signature]
Name: Donald J. Ekman
Title: Senior Vice President

SECURED PARTY:

SOCIETE GENERALE

By: [Signature]
Name: J. BLAINE SHAM
Title: REGIONAL MANAGER

STATE OF OREGON

ss.

County of Washington

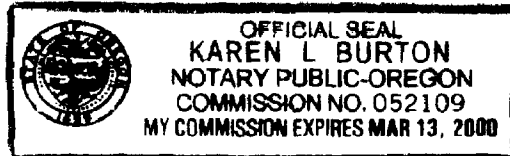
This instrument was acknowledged before me on September 19, 1997, by Donald J. Ekman, as Senior Vice President of Hollywood Entertainment Corp. a(n) Oregon corporation.

[Signature]
Notary Public for Oregon

STATE OF CALIFORNIA

ss.

County of Los Angeles



On this 22 day of September, 1997, before me, [Signature], a Notary Public of said state, personally appeared or 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 executed the same in his/her authorized capacity(ies) and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



[Signature]
Notary Public for California
My commission expires: May 15, 98