



Tab settings

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

1. Name of conveying party(ies):

KARMALANNE, INC.

- Individual(s)
- General Partnership
- Corporation-State NEVADA
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 03212000

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

Name: United States Trust Company of New York

Internal Address: ATTN.: CORPORATE TRUST ADMIN.

Street Address: 114 WEST 47TH STREET - 25TH FL.

City: NEW YORK State: NY ZIP: 10036

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other NEW YORK BANKING CORPORATION

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

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

A. Trademark Application No.(s)

SEE ATTACHED SCHEDULE

Additional numbers

B. Trademark Registration No.(s)

NONE

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:.....

3

7. Total fee (37 CFR 3.41):.....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

SCHULTE ROTH & ZABEL LLP - 500675

04/13/2000 TTON11 00000051 500675 75281185

DO NOT USE THIS SPACE

01 FC:481 40.00 CH
02 FC:482 50.00 CH

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

Name of Person Signing

Signature

MARCH 22, 2000

Date

Total number of pages including cover sheet, attachments, and

5

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

(TRADEMARKS AND TRADEMARK APPLICATIONS)

Pending Trademark Applications

| <u>Country</u> | <u>Trademark</u> | <u>Serial No.</u> | <u>Filing Date</u> |
|----------------|--------------------------------|-------------------|--------------------|
| 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 |

ASSIGNMENT FOR SECURITY
(TRADEMARKS)

WHEREAS, KARMALANNE, 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 UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee under the Indenture for the 10% Secured Deferrable Interest Notes Due 2005 of Planet Hollywood International, Inc. (the "Assignee"); and

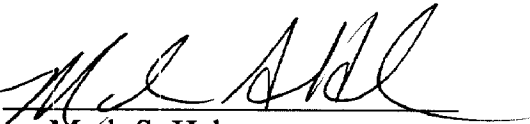
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a security interest in all right, title and interest of the Assignor in, to and under the Trademarks together with the goodwill of the business symbolized by the Trademarks and the applications 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 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 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, and Wilmington Trust Company ("Wilmington"), as agent for the benefit of certain senior note holders, 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 Wilmington, as agent for the benefit of certain senior note holders.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of March 24, 2000.

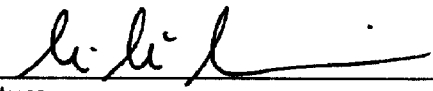
KARMALANNE, INC.

By: 
Name: Mark S. Helm
Title: Vice President

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On March 24, 2000, before me, MELANIE M. McMENAMIN, appeared Mark S. Helm 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

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

(TRADEMARKS AND TRADEMARK APPLICATIONS)

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| 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 | 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 |