

04-17-2000

Y

Docket No.:

015386/0050



101322407

Tab settings

To the Honorable Commissioner of Patents

attached original documents or copy thereof.

1. Name of conveying party(ies):

PLANET HOLLYWOOD (REGION IV), INC.

3-21-00

- Individual(s)
- General Partnership
- Corporation-State MINNESOTA
- 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: 03202000

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

Name: THE CIT GROUP/BUSINESS CREDIT, INC.

Internal Address:

Street Address: 1211 AVENUE OF THE AMERICAS

City: NEW YORK State: NY ZIP: 10036

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

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)

SEE ATTACHED SCHEDULE

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:

35

7. Total fee (37 CFR 3.41): \$ 890.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

SCHULTE ROTH & ZABEL LLP - 500675

DO NOT USE THIS SPACE

14/2000 TTON11 00000184 500675 2025228

FC:481 40.00 CH  
FC:482 850.00 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

*Paul A. Juergensen*  
Signature

MARCH 21, 2000

Date

Total number of pages including cover sheet, attachments, and

8

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

(TRADEMARKS AND TRADEMARK APPLICATIONS)

Registered Trademarks

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

Pending Trademark Applications

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

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

ASSIGNMENT FOR SECURITY  
(TRADEMARKS)

WHEREAS, PLANET HOLLYWOOD (REGION IV), 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 THE CIT GROUP/BUSINESS CREDIT, INC., as the agent for certain lenders (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.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of March 20, 2000.


PLANET HOLLYWOOD (REGION IV), INC.

By:   
Name: Thomas Avallone  
Title: Chief Financial Officer

STATE OF New York )  
COUNTY OF Richmond ) ss.

On March 20, 2000, before me, JOANNA C. MYSSURA, appeared Thomas Avallone 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  
**JOANNA C. MYSSURA**  
Notary Public, State of New York  
No. 01MY6035648  
Name (Typed or Printed) Qualified in Richmond County  
~~Commission Expires January 3, 2002~~

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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

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

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