

04-17-2000

HEET

Docket No.:

LY

015386/0050



101322406

Tab settings

To the Honorable Commissioner of P.

...e attached original documents or copy thereof.

1. Name of conveying party(ies):
**SUNTRUST BANK, CENTRAL FLORIDA,
 NATIONAL ASSOCIATION**
200 SOUTH ORANGE AVENUE
ORLANDO, FLORIDA 32801 *3-21-00*

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other **NATIONAL BANKING ASSOCIATION**

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

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

Name: **PLANET HOLLYWOOD (REGION IV), INC.**

Internal Address: _____

Street Address: **8669 COMMODITY CIRCLE**

City: **ORLANDO** State: **FL** ZIP: **32819**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **MINNESOTA**
 Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes No
 (Designations must be a separate document from Additional name(s) & address(es) Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other **RELEASE OF SECURITY INTEREST**

Execution Date: **03172000**

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

A. Trademark Application No.(s)
SEE ATTACHED SCHEDULE

Additional numbers Yes No

B. Trademark Registration No.(s)
SEE ATTACHED SCHEDULE

Additional numbers 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:..... **40**

7. Total fee (37 CFR 3.41):.....\$ **\$1,015.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
SCHULTE ROTH & ZABEL LLP - 500675

04/14/2000 TTON11 00000183 500675 1776994
 01 FC:481 40.00 CH
 02 FC:482 975.00 CH

DO NOT USE THIS SPACE

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 *[Signature]* **MARCH 21, 2000**
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and

10

NAME AND ADDRESS OF ADDITIONAL RECEIVING PARTY

PLANET HOLLYWOOD INTERNATIONAL, INC.,
a Delaware Corporation
8669 Commodity Circle
Orlando, Florida 32819

EXHIBIT "A"

LIST OF TRADEMARKS

U.S. FEDERAL TRADEMARKS AND APPLICATIONS

<u>MARK</u>	<u>SERIAL #</u>	<u>APP. #</u>	<u>APP. DATE</u>	<u>REG. #</u>	<u>REG. DATE</u>
PLANET HOLLYWOOD	8457	74/801,007	7/13/90	1,776,994	6/15/93
PLANET HOLLYWOOD	8458	74/801,651	7/13/90	1,890,377	4/18/95
PLANET HOLLYWOOD (stylized lettering)	8459	74/801,265	7/10/91	1,788,712	8/17/93
PLANET HOLLYWOOD GLOBE DESIGN	8460	74/801,271	7/10/91	1,798,442	10/12/93
PLANET HOLLYWOOD GLOBE DESIGN	8461	74/388,820	5/11/93	N/A	N/A
PLANET HOLLYWOOD GLOBE DESIGN	8462	74/802,269	5/11/93	1,918,766	9/12/95
PLANET HOLLYWOOD GLOBE DESIGN	8463	74/388,819	5/11/93	1,839,216	6/14/94
PLANET H	8464	74/233,841	12/27/91	N/A	N/A
PLANET AMERICA	8465	74/343,418		N/A	N/A
PLANET HOLLYWOOD GLOBE DESIGN	8466	75/011,496	10/25/95	N/A	N/A
PLANET HOLLYWOOD SPORTING CO.	8468	75/048,252	1/25/96	N/A	N/A
PLANET HOLLYWOOD SPORTING CO.	8469	75/048,251	1/25/96	N/A	N/A
PLANET NEWS	8470	74/208,824	10/2/91	1,805,262	11/16/93
PLANET H	8472	75/045,736	1/18/96	N/A	N/A
PLANET HOLLYWOOD	8473	75/116,604	6/10/96	N/A	N/A
PLANET HOLLYWOOD FITNESS CO. AND DESIGN	8474	75/116,573	6/7/96	N/A	N/A
PLANET HOLLYWOOD GLOBE DESIGN	8475	75/116,605	6/10/96	N/A	N/A
PLANETHOOLLYWOOD.COM	8476	75/144,535	8/5/96	N/A	N/A
PLANET HOLLYWOOD GLOBE DESIGN	8477	75/144,536	8/5/96	N/A	N/A
PLANET HOLLYWOOD	8478	75/144,537	8/5/96	N/A	N/A
PLANETH.COM	8479	75/170,025	9/23/96	N/A	N/A

<u>MARK</u>	<u>SERIAL #</u>	<u>APP. #</u>	<u>APP. DATE</u>	<u>REG. #</u>	<u>REG. DATE</u>
PLANET HOLLYWOOD	8483	75/173,650	9/30/96	N/A	N/A
PLANET COOL	8484	78/181,039	10/15/96	N/A	N/A
PLANET AMERICA	8485	75/181,971	10/16/96	N/A	N/A
PLANET HOLLYWOOD ONLINE	8486	75/176,496	10/3/96	N/A	N/A
PLANET CASINO HOTEL	8488	75/186,486	10/23/96	N/A	N/A
PLANET HOTEL & CASINO	8490	75/186,484	10/23/96	N/A	N/A
PLANET	8491	75/186,483	10/23/96	N/A	N/A
PLANET HOLLYWOOD HOTEL	8493	75/194,646	11/7/96	N/A	N/A
PLANET HOLLYWOOD RESORT	8495	75/194,645	11/7/96	N/A	N/A
PLANET HOLLYWOOD GLOBE DESIGN	8497	74/500,307	3/14/94	N/A	N/A
PLANET HOLLYWOOD GLOBE DESIGN	8964	75/250,926	3/3/97	N/A	N/A
PLANET HOLLYWOOD EXPRESS	8987	75/255,389	3/11/97	N/A	N/A
PLANET HOLLYWOOD GLOBE DESIGN	9080	75/300,870	5/30/97	N/A	N/A
PLANET COOL FROZEN TREATS AND DESIGN	9095	75/168,162	8/1/96	N/A	N/A
PLANET FILMS	9097	75/322,052	7/10/97	N/A	N/A
PLANET CINEMAS	9098	75/322,050	7/10/97	N/A	N/A
PLANET THEATRES	9099	75/322,051	7/10/97	N/A	N/A
PLANET MOVIES	9100	75/322,099	7/10/97	N/A	N/A
PLANET H	9150	75/976,530	1/18/96	2,111,462	11/14/97

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RELEASE OF SECURITY INTEREST

This RELEASE OF SECURITY INTEREST (the "Release") is made and effective as of the date indicated below and is granted by SUNTRUST BANK, CENTRAL FLORIDA, NATIONAL ASSOCIATION, a national banking association, individually and in its capacity as administrative agent for itself and THE BANK OF NOVA SCOTIA, having a business address at 200 South Orange Avenue, Orlando, Florida 32801 ("Releasor") in favor of PLANET HOLLYWOOD INTERNATIONAL, INC., a Delaware corporation, and PLANET HOLLYWOOD (REGION IV), INC., a Minnesota corporation, each having a business address at 8669 Commodity Circle, Orlando, Florida 32819 (collectively hereinafter "Releasees").

WHEREAS, Releasees and Releasor entered into that certain Amended and Restating Revolving Credit Agreement dated March 25, 1998, as amended or otherwise modified from time to time (the "Agreement");

WHEREAS, pursuant to the Agreement, Releasees executed and delivered that certain Security Agreement dated as of March 25, 1998 (the "Security Agreement"; capitalized terms used herein without definition shall have the meanings assigned to them in the Security Agreement) in favor of Releasor, pursuant to which Releasees granted to Releasor a security interest (the "Security Interest") in and to the Collateral including without limitation the following:

(i) trademarks, service marks, trade names, and any federal or state registrations and applications thereof, including without limitation the trademark registrations and applications listed on Exhibit A attached hereto and made a part hereof, and renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable thereunder, including, without limitation, damages and payments for past, present or future infringements thereof (defined in the Security Agreement as "Trademarks");

(ii) U.S. patents and U.S. patent applications, including, without limitation, the inventions and improvements described and claimed therein, and the reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all U.S. patents and U.S. patent applications, including, without limitation, all damages and payments for past, present and future infringements thereof (defined in the Security Agreement as "Patents");

(iii) any personal property (including things in action) other than goods, Accounts, chattel paper, documents, Instruments and money and including, but not limited to, all now owned or hereafter acquired (i) deferred assets, other than prepaid insurance and prepaid taxes, (ii) goodwill, manufacturing and processing rights. Patents, licenses, franchises, permits, copyrights, Trademarks, trade secrets, customer lists, tax refund claims, incentive payments, insurance proceeds, experimental expenses and other similar assets which would be classified as "intangible assets" under GAAP, (iii) treasury stock and any write-up of the value of any assets

after the date hereof unless in accordance with GAAP, and (iv) all Proceeds of any of the foregoing (defined in the Security Agreement as "General Intangibles"); and

(iv) all proceeds resulting from the sale or disposition of any Collateral (defined in Security Agreement as "Proceeds");

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office at Reel 1734/Frame 0099-0115 on May 18, 1998;

WHEREAS, Releasees have requested that Releasor release and discharge fully the Security Interest; and

WHEREAS, Releasor is willing to release and discharge fully the Security Interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor, on behalf of itself, its successors, legal representatives and assigns, and in its capacity as administrative agent for itself and BANK OF NOVIA SCOTIA, hereby releases and discharges fully the Security Interest, and all other right, title and interest in and to the Collateral conveyed to Releasor (if any) pursuant to the Security Agreement, and Releasor reassigns any and all such right, title and interest that it may have in the Collateral (if any) to Releasees. Releasor further agrees to execute and deliver to Releasees any and all further documents or instruments and do any and all further acts which Releasees (or their agents or designees) reasonably requests in order to confirm Releasees' rights in and to the Collateral.

Releasor hereby authorizes and requests the appropriate government officials whose duty it is to record security interests to record the release and termination of all security interests in the Collateral by Releasor, on behalf of itself, its successors, legal representatives and assigns, and in its capacity as administrative agent for itself and BANK OF NOVIA SCOTIA.

IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed by its officer thereunto duly authorized as of the 17 day of March 2000.

SUNTRUST BANK, CENTRAL FLORIDA,
NATIONAL ASSOCIATION,
Individually and as Administrative Agent

By: [Signature]

Name: Michael R Butler

Title: VP


CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Florida

ss.:

COUNTY OF Orange

On this 17 day of March 2000, before me, the undersigned, personally appeared Michael R. Butler, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

 Bonnie W Singletary
My Commission CC754939
Expires June 28, 2002

[Signature]
[NOTARY SEAL]