

02-16-2001

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

2-8-01

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☒ Assignment ☐ License
- ☐ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger ☐ Change of Name
- ☐ Other
- Effective Date
Month Day Year
09 30 00

Conveying Party

☐ Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
01 15 01

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other

☒ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

☐ Individual ☐ General Partnership ☐ Limited Partnership

☒ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

02/15/2001 DBYRNE 00000088 75914083

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 002236 FRAME: 0341

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (512) 474-5201

Name Shannon T. Vale

Address (line 1) Fulbright & Jaworski L.L.P.

Address (line 2) 600 Congress Avenue.Suite 1900

Address (line 3) Austin, Texas 78701

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

5

Trademark Application Number(s) or Registration Number(s)

☐

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75/914,083

Number of Properties

Enter the total number of properties involved.

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

Method of Payment:

Enclosed

☒

Deposit Account

☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

50/1212/10006105

Authorization to charge additional fees:

Yes

☒

No

☐

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. Charges to deposit account are authorized, as indicated herein.

Shannon T. Vale

Name of Person Signing

Signature

2/5/01

Date Signed

INTELLECTUAL PROPERTY LICENSE

THIS INTELLECTUAL PROPERTY LICENSE AGREEMENT ("Agreement") is by and between: (1) Hollywood Management Company, an Oregon corporation, having its principal place of business at 9275 Peyton Lane, Wilsonville, Oregon 97070-9645, and its affiliates, successors, or assigns ("Licensor"); and (2) Hollywood Entertainment Corporation, an Oregon Corporation, having its principal place of business at 9275 Peyton Lane, Wilsonville, Oregon 97070-9645, and its successors or assigns permitted by this Agreement ("Licensee").

1. **BACKGROUND**

1.1 Licensee operates a chain of retail stores in the United States under the names and marks HOLLYWOOD VIDEO®, HOLLYWOOD DVD, and GAME CRAZY®. These stores rent movies (in videotape format and also in digital video disc ("DVD") format at many stores), video games, and/or related electronic equipment, and sell various entertainment products, accessories and snack items. Licensee also operates Internet websites featuring entertainment content and other services ancillary to its retail activities.

1.2 In connection with its retail stores and websites, Licensee owns certain intellectual property rights including marks and domain names.

1.3 Licensor is a wholly owned subsidiary of Licensee, and in order to ensure the highest level of quality in the goods and services offered under Licensee's trademarks, and to facilitate the efficient procurement, maintenance, and enforcement of Licensee's intellectual property rights, the parties, by this Agreement, desire to assign the intellectual property rights to Licensor for the purpose of managing the rights, and to grant-back to Licensee the right to use the intellectual property rights in the territory identified in Exhibit D under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

2. **DEFINITIONS**

The following terms shall have the following meanings as used herein:

- (a) "Advertising Materials" shall mean all advertising, marketing and promotional materials used in the "Entertainment Business," including without limitation, video, audio and print advertisements, pamphlets, brochures, collateral materials, and Internet websites, whether in existence currently or created, developed or obtained during the "Term" of this Agreement.

referred to individually as the "Store" or collectively as the "Stores"); and (ii) producing or providing certain other ancillary, collateral or complementary goods and services, including, but not limited to, "Advertising Materials", "Business Materials", "Packaging Materials" and promotional items in the "Territory". The parties understand and agree that the business activities of Licensor and Licensee will evolve over time as a result of changes in business strategy and technology, and that the term "Entertainment Business" shall be deemed to be modified to accommodate and incorporate such evolution in business activities, to the extent such modification is otherwise in accordance with this Agreement.

- (i) "Intellectual Property Rights" shall mean, collectively, all rights in "Copyrights," "Domain Names," "Inventions," "Marks," "Patents" and "Trade Secrets" in the "Territory".
- (j) "Inventions" shall mean all inventions, developments, concepts or improvements, including but not limited to all inventions, developments, concepts or improvements in or relating to the "Entertainment Business," whether currently in existence or created, developed or obtained during the "Term" of this Agreement.
- (k) "Marks" shall mean all trademarks, service marks, trade names, trade dress, logos, slogans, designs and other commercial symbols and source-identifying indicia, and all applications and registrations therefor for use in any way in connection with the "Entertainment Business", whether in use or existence currently, or used, created, developed, obtained or intended for use during the "Term" of this Agreement, including, without limitation, the trademarks and service marks set forth in Exhibit B.
- (l) "Packaging Materials" shall mean and include all tags, labels, cartons, bags, containers, wrapping and other materials used in the "Entertainment Business," whether currently in existence or created, developed or obtained during the "Term" of this Agreement.
- (m) "Patents" shall mean all U.S. and other patents issued in the "Territory" and any continuations, continuations-in-part, divisionals, reissues, or reexamined patents therefrom, covering in whole or in part or relating to any aspect of the "Entertainment Business," whether currently in existence or created, developed or obtained during the "Term" of this Agreement.
- (n) "Royalty Fee" shall mean the amount payable by Licensee under this Agreement as compensation for the license of the "Intellectual Property Rights".

- (o) "Royalty Rate" shall mean the rate or rates set forth in Exhibit E to this Agreement.
- (p) "Term" shall mean the time during which this Agreement is in effect as provided for in Section 15 herein.
- (q) "Territory" shall mean the territory set forth in Exhibit D.
- (r) "Trade Secrets" shall mean any valuable information, not generally known to the public, including but not limited to all technical information, used in the Entertainment Business, whether currently in existence or created, developed or obtained during the Term of this Agreement.

3. ASSIGNMENT OF RIGHTS

3.1 Licensee hereby assigns to Licensor all Intellectual Property Rights associated with Licensed Products and Services, except those Reserved Marks set forth in Exhibit C, and agrees that it shall assign, confirm, or acknowledge such ownership on or at the request of Licensor, and shall execute such assignments or other documents as may be requested by Licensor to confirm Licensor's ownership of all past, present, or future Intellectual Property Rights not set forth in Exhibit C, including such Intellectual Property Rights which Licensee creates, develops, or obtains during the Term of this Agreement, together with any and all such rights relating to any Advertising and Promotional Materials, Business Materials, and Packaging and Instructional Materials Licensee uses in connection therewith.

3.2 Upon the earlier of the timely filing of (a) an Amendment to Allege Use or (b) a Statement of Use for any of the Reserved Marks listed in Exhibit C, all right, title and interest in that trademark shall be assigned to Licensor under the terms of this Agreement. Thereafter, Licensee shall assign, confirm, or acknowledge the ownership of such trademark on or at the request of Licensor, and shall execute such assignments or other documents as may be requested by Licensor to confirm Licensor's ownership.


3.3 Notwithstanding the above, all rights to Licensee Confidential or Proprietary Information, and all rights to tangible assets used in the Entertainment Business, including all Advertising Materials, Business Materials, and Packaging Materials, shall remain the sole property of Licensee, apart from the Intellectual Property Rights therein.

4. GRANT OF LICENSE; RESERVATION OF RIGHTS

4.1 Licensor hereby grants to Licensee the exclusive license and right to use and sublicense the Intellectual Property Rights solely in the Territory and solely in connection with the Entertainment Business, subject to Licensor's rights of approval and control under this Agreement, provided, however that Licensee shall require all sublicensees to enter into a sublicense agreement containing terms and conditions acceptable to Licensor. Licensee must obtain Licensor's written approval prior to sublicensing the Intellectual Property Rights under this Agreement.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed in duplicate originals by its duly authorized representatives on the respective dates entered below.

HOLLYWOOD MANAGEMENT
COMPANY

By: 

Name: David Martin

Title: Chief Financial Officer

Date: 1/15/01

HOLLYWOOD ENTERTAINMENT
CORPORATION

By: 

Name: Donald J. Ekman

Title: EVP - Legal Affairs

Date: 1/15/01

EXHIBIT B**U.S. MARKS**

Mark	Status	Reg. or App. No.	Reg. or Filing Date
BRING HOLLYWOOD HOME FOR THE HOLIDAYS	Pending	76/003,191	03/17/00
GO HOLLYWOOD FOR THE HOLIDAYS	Pending	76/003,192	03/17/00
HOLLYWOOD ENTERTAINMENT and Design	Registered	2,191,673	09/29/98
HOLLYWOOD VIDEO and Design	Registered	2,191,674	09/29/98
VIDEO WATCH	Registered	1,614,357	09/18/90
HOLLYWOOD VIDEO SUPERSTORE	Registered	1,814,123	12/28/93
DIFFERENT-BUT YOU'LL GET USED TO IT	Registered	1,818,212	01/25/94
HOLLYWOOD VIDEO	Registered	1,848,749	08/09/94
HOLLYWOOD ENTERTAINMENT	Registered	1,935,822	11/14/95
WANT ENTERTAINMENT? GO TO HOLLYWOOD!	Registered	2,046,045	03/18/97
HOLLYWOOD VIDEO and Vertical Design	Registered	2,117,639	12/02/97
HOLLYWOOD INSIDER	Registered	1,721,793	10/06/92
HOLLYWOOD GAMES	Pending	75/643,662	02/19/99
HOLLYWOOD VIDEO & GAMES	Pending	75/646,839	02/23/99
HOLLYWOOD GAMES and Design	Abandoned	75/726,514	06/10/99
WELCOME TO HOLLYWOOD	Pending	75/752,175	07/14/99
HOLLYWOOD VIDEO Cassette Design	Pending	76/110,216	08/15/00
REEL VIDEO			
HOLLYWOOD ON DEMAND	Pending	76/093,951	07/21/00
MOVIE ANATOMY	Pending	75/755,887	07/20/99
MOVIE MATCHES	Pending	75/485,798	05/15/98
MOVIEMAP	Registered	75/458,649	03/27/98
REEL	Registered	75/185,892	10/23/96
THE ANATOMY OF A MOVIE	Pending	75/190,262	10/31/96
REEL.COM & Design	Pending	75/564,576	10/05/98
HOLLYWOOD CONFIDENTIAL	Pending	75/914,083	02/08/00

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RECORDED: 02/08/2001

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