



04-27-2001



101690551

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

4.17.01

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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

75144537

- 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)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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

TRADEMARK
REEL: 002282 FRAME: 0578

FORM PTO-1618B
Expires 06/30/00
OMB 0651-0027

Page 2

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

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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:

#

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.

Mark Helm, Esq., General Counsel
of the Conveying Party

Name of Person Signing



Signature

April 3, 2001
Date Signed

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, 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 March 28, 2001 (the "Security Agreement") in favor of SOUTHTRUST BANK (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 28, 2001.

PLANET HOLLYWOOD (REGION IV), INC.

By: 

Name: Mark Helm

Title:

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

(TRADEMARKS AND TRADEMARK APPLICATIONS)

Registered Trademarks

| <u>Grantor</u> | <u>Country</u> | <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|------------------------------------|--|-----------------------------------|-------------------------|--------------------------|
| Planet Hollywood Region (IV), Inc. | United States (recorded with Customs) | Planet Hollywood | TMK9700502 | 4/18/95 |
| Planet Hollywood Region (IV), Inc. | United States (recorded with Customs) | Planet Hollywood | TMK9700504 | 6/15/93 |
| Planet Hollywood Region (IV), Inc. | United States (recorded with Customs) | Planet Hollywood (Stylized) | TKM9700501 | 6/14/94 |
| Planet Hollywood Region (IV), Inc. | United States (recorded with Customs) | Planet Hollywood (Stylized)* | TMK97005000 | 8/17/93 |
| Planet Hollywood Region (IV), Inc. | United States (recorded with Customs) | Planet Hollywood Globe Design* | TMK9700505 | 10/12/93 |
| Planet Hollywood Region (IV), Inc. | United States | Chicken Crunch | 2,025,228 | 12/24/96 |
| Planet Hollywood Region (IV), Inc. | United States | Cool Planet and Design | 2,200,431 | 10/27/98 |
| Planet Hollywood Region (IV), Inc. | United States | Planet H | 2,111,462 | 11/4/97 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood | 1,776,944 | 6/15/93 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood | 1,890,377 | 4/18/95 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood (Stylized)* | 1,788,712 | 8/17/93 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood Globe Design | 1,839,216 | 6/14/96 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood Globe Design | 1,918,766 | 9/12/95 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood Globe Design* | 1,798,442 | 10/12/93 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood Sporting Co. | 2,168,811 | 6/30/98 |
| Planet Hollywood Region (IV), Inc. | United States | Cool Planet | 2,270,976 | 8/17/99 |
| Planet Hollywood Region (IV), Inc. | United States | Cool Planet and Design | 2,254,516 | 6/15/99 |

| <u>Grantor</u> | <u>Country</u> | <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|------------------------------------|----------------|---------------------------------|-------------------------|--------------------------|
| Planet Hollywood Region (IV), Inc. | United States | Planet News | 1,805,262 | 11/16/93 |
| Planet Hollywood, Inc. | South Carolina | Planet Hollywood & Design | SC3000006283 | 1/23/95 |
| Official All Star Cafe, Inc. | United States | Official All Star Cafe | 2,046,194 | 3/18/97 |
| Official All Star Cafe, Inc. | United States | All Star Sports Cafe (Stylized) | 1,961,248 | 3/12/96 |
| Official All Star Cafe, Inc. | United States | OASC | 2,082,666 | 7/22/97 |
| Official All Star Cafe, Inc. | United States | Official All Star Cafe | 2,207,720 | 12/1/98 |
| Official All Star Cafe, Inc. | United States | Official All Star Cafe (Circle) | 2,184,315 | 8/25/98 |
| Official All Star Cafe, Inc. | United States | Official All Star Cafe (Circle) | 2,164,801 | 6/9/98 |
| Official All Star Cafe, Inc. | United States | Official All Star Cafe (Circle) | 2,199,123 | 10/20/98 |
| Official All Star Cafe, Inc. | United States | Official All Star Cafe (Square) | 2,209,810 | 12/8/98 |
| Official All Star Cafe, Inc. | United States | Official All Star Cafe (Square) | 2,246,285 | 5/18/99 |

Pending Trademark Applications

| <u>Grantor</u> | <u>Country</u> | <u>Trademark</u> | <u>Serial No.</u> | <u>Filing Date</u> |
|------------------------------------|----------------|------------------------------------|-------------------|--------------------|
| Planet Hollywood Region (IV), Inc. | United States | Planet | 75/186,483 | 10/23/96 |
| Planet Hollywood Region (IV), Inc. | United States | Planet America | 75/181,971 | 10/16/96 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Casino Hotel | 75/186,486 | 10/23/96 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Cool Frozen Treats & Design | 75/168,162 | 8/1/96 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood | 75/116,604 | 6/10/96 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood | 75/173,650 | 9/30/96 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood Globe Design | 75/116,605 | 6/10/96 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood Hotel | 75/194,646 | 11/7/96 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood Resort | 75/194,645 | 11/7/96 |

| <u>Grantor</u> | <u>Country</u> | <u>Trademark</u> | <u>Serial No.</u> | <u>Filing Date</u> |
|------------------------------------|----------------|---------------------------------------|-------------------|--------------------|
| Planet Hollywood Region (IV), Inc. | United States | Planet Hotel & Casino | 75/186,484 | 10/23/96 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Movies | 75/731,065 | 6/17/99 |
| Planet Hollywood Region (IV), Inc. | United States | Stars in Hollywood | 75/162,694 | 9/9/96 |
| Planet Hollywood Region (IV), Inc. | United States | The Planet | 75/186,482 | 10/23/96 |
| Planet Hollywood Region (IV), Inc. | United States | The Planet | 75/194,644 | 11/7/96 |
| Planet Hollywood Region (IV), Inc. | United States | The Planet Casino Hotel | 75/186,487 | 10/23/96 |
| Planet Hollywood Region (IV), Inc. | United States | The Planet Hotel & Casino | 75/186,485 | 10/23/96 |
| Planet Hollywood Region (IV), Inc. | United States | PH 2000 | 75/617,248 | 1/8/99 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood | 75/144,537 | 8/5/96 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood Globe Design | 75/144,536 | 8/5/96 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood Globe Design* | 74/500,307 | 3/14/94 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood Online | 75/176,496 | 10/3/96 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood.com | 75/144,535 | 8/5/96 |
| Official All Star Cafe, Inc. | United States | Official All Star Cafe (Square) | 75/457,906 | 3/27/98 |
| Official All Star Cafe, Inc. | United States | Official All Star Cafe Hotel & Casino | 75/507,730 | 6/22/98 |
| Official All Star Cafe, Inc. | United States | Official All Star Cafe | 75/138,481 | 7/23/96 |
| Official All Star Cafe, Inc. | United States | Official All Star Hotel (Square) | 75/317,479 | 6/30/97 |
| Karmalanne, Inc. | United States | Sound Republic | 75/281,185 | 4/25/97 |
| Karmalanne, Inc. | United States | Sound Republic | 75/522,020 | 7/20/98 |
| Karmalanne, Inc. | United States | Sound Republic Hotel Casino | 75/522,019 | 7/20/98 |

Abandoned Trademark Applications

| <u>Grantor</u> | <u>Country</u> | <u>Trademark</u> | <u>Serial No.</u> | <u>Filing Date</u> |
|------------------------------------|----------------|------------------|-------------------|--------------------|
| Planet Hollywood Region (IV), Inc. | United States | Planet Cool | 75/181,039 | 10/15/96 |

| <u>Grantor</u> | <u>Country</u> | <u>Trademark</u> | <u>Serial No.</u> | <u>Filing Date</u> |
|------------------------------------|----------------|--|-------------------|--------------------|
| Planet Hollywood Region (IV), Inc. | United States | Planet H | 75/045,736 | 1/19/96 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood Fitness Co. & Design | 75/116,573 | 6/7/96 |
| Planet Hollywood Region (IV), Inc. | United States | Solar System | 75/162,695 | 9/9/96 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood & Design | 75/011,496 | 10/27/95 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood Sporting Co. | 75/048,251 | 1/25/96 |
| Planet Hollywood Region (IV), Inc. | United States | Planeth.com | 75/170,025 | 9/23/96 |
| Planet Hollywood Region (IV), Inc. | United States | Cool Planet & Design | 75/236,145 | 9/9/96 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood & Design | 75/250,926 | 3/3/97 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood Express | 75/255,389 | 3/11/97 |
| Planet Hollywood Region (IV), Inc. | United States | Liquid Planet | 75/281,157 | 4/25/97 |
| Planet Hollywood Region (IV), Inc. | United States | United Planet | 75/286,822 | 5/5/97 |
| Planet Hollywood Region (IV), Inc. | United States | Hollywood Sport & Design | 75/287,002 | 5/5/97 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood & Design | 75/300,870 | 5/30/97 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Cinemas | 75/322,050 | 7/10/97 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Theatres | 75/322,051 | 7/10/97 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Films | 75/322,052 | 7/10/97 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Movies | 75/322,099 | 7/10/97 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood Sporting Co. & Design | 74/802,311 | 12/27/91 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood & Design | 74/388,820 | 9/9/96 |
| Planet Hollywood Region (IV), Inc. | United States | Planet America | 74/343,418 | 12/28/92 |
| Planet Hollywood Region (IV), Inc. | United States | Planet H | 74/233,841 | 12/27/91 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood Sporting Co. & Design | 74/233,840 | 12/27/91 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood & Design | 74/183,826 | 7/10/91 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood & Design | 74/183,750 | 7/10/91 |

| <u>Grantor</u> | <u>Country</u> | <u>Trademark</u> | <u>Serial No.</u> | <u>Filing Date</u> |
|------------------------------------|----------------|---------------------------------------|-------------------|--------------------|
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood Fitness Company | 74/176,585 | 6/17/91 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood | 74/078,125 | 7/13/90 |
| Official All Star Cafe, Inc. | United States | Official All Star Café & Design | 75/138,482 | 7/23/96 |
| Official All Star Cafe, Inc. | United States | Institute Of Sport | 75/322,075 | 7/10/97 |
| Official All Star Cafe, Inc. | United States | Sweet Victory | 74/679,009 | 5/23/95 |
| Official All Star Cafe, Inc. | United States | Official All Star Café Hotel & Casino | 74/506,215 | 3/23/94 |
| Official All Star Cafe, Inc. | United States | OASC | 74/480,120 | 1/18/94 |
| Karmalanne, Inc. | United States | Soundmine | 75/249,313 | 2/28/97 |
| Karmalanne, Inc. | United States | Sound Institute | 75/300,871 | 5/30/97 |
| Karmalanne, Inc. | United States | Institute of Sound | 75/304,374 | 6/6/97 |
| Karmalanne, Inc. | United States | The Compound | 75/090,622 | 4/18/96 |
| Karmalanne, Inc. | United States | Rock City | 75/202,533 | 11/22/96 |
| Karmalanne, Inc. | United States | Sound Asylum | 75/322,795 | 7/11/97 |
| Karmalanne, Inc. | United States | Sound Asylum | 75/365,593 | 9/30/97 |

Trademark Applications in Preparation

| <u>Grantor</u> | <u>Country</u> | <u>Trademark</u> | <u>Docket No.</u> | <u>Expected Filing Date</u> | <u>Products/ Services</u> |
|------------------------------------|----------------|------------------|-------------------|-----------------------------|---------------------------|
| Planet Hollywood Region (IV), Inc. | United States | Planet Movies | | | |

Trademark Licenses

| <u>Country or Territory</u> | <u>Trademark</u> | <u>Licensor</u> | <u>Licensee</u> | <u>Effective Date</u> | <u>Expiration Date</u> |
|-----------------------------|------------------------|--------------------------------------|-----------------|-----------------------|------------------------|
| United States | Planet Hollywood | Planet Hollywood International, Inc. | Mattel, Inc. | | |
| United States | Planet Hollywood | Planet Hollywood International, Inc. | Converse, Inc. | | |
| United States | Planet Hollywood | Planet Hollywood International, Inc. | MBNA | | |
| United States | Planet Hollywood | Planet Hollywood International, Inc. | PepsiCo | | |
| United States | Official All Star Cafe | Planet Hollywood International, Inc. | PepsiCo | | |
| United States | Planet Hollywood | Planet Hollywood International, Inc. | BMT, LLC | | |
| United States | Cool Planet | Cool Planet, Inc. | Host Marriott | | |

* Notwithstanding any provision in this Agreement, including, but not limited to Section 4(e), the Grantor and the Lender agree that Grantor shall have the right to let all of its Trademarks lapse except those indicated by an asterisk.

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, 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 March 28, 2001 (the "Security Agreement") in favor of SOUTHTRUST BANK (the "Assignee"); and

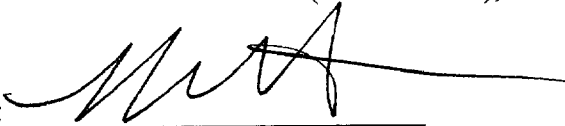
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a security interest in all right, title and interest of the Assignor in, to and under the Trademarks together with the goodwill of the business symbolized by the Trademarks and the applications 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 28, 2001.

PLANET HOLLYWOOD (REGION IV), INC.

By: 

Name: Mark Helm

Title:

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

(TRADEMARKS AND TRADEMARK APPLICATIONS)

Registered Trademarks

| <u>Grantor</u> | <u>Country</u> | <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|------------------------------------|---------------------------------------|--------------------------------|-------------------------|--------------------------|
| Planet Hollywood Region (IV), Inc. | United States (recorded with Customs) | Planet Hollywood | TMK9700502 | 4/18/95 |
| Planet Hollywood Region (IV), Inc. | United States (recorded with Customs) | Planet Hollywood | TMK9700504 | 6/15/93 |
| Planet Hollywood Region (IV), Inc. | United States (recorded with Customs) | Planet Hollywood (Stylized) | TKM9700501 | 6/14/94 |
| Planet Hollywood Region (IV), Inc. | United States (recorded with Customs) | Planet Hollywood (Stylized)* | TMK97005000 | 8/17/93 |
| Planet Hollywood Region (IV), Inc. | United States (recorded with Customs) | Planet Hollywood Globe Design* | TMK9700505 | 10/12/93 |
| Planet Hollywood Region (IV), Inc. | United States | Chicken Crunch | 2,025,228 | 12/24/96 |
| Planet Hollywood Region (IV), Inc. | United States | Cool Planet and Design | 2,200,431 | 10/27/98 |
| Planet Hollywood Region (IV), Inc. | United States | Planet H | 2,111,462 | 11/4/97 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood | 1,776,944 | 6/15/93 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood | 1,890,377 | 4/18/95 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood (Stylized)* | 1,788,712 | 8/17/93 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood Globe Design | 1,839,216 | 6/14/96 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood Globe Design | 1,918,766 | 9/12/95 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood Globe Design* | 1,798,442 | 10/12/93 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood Sporting Co. | 2,168,811 | 6/30/98 |
| Planet Hollywood Region (IV), Inc. | United States | Cool Planet | 2,270,976 | 8/17/99 |
| Planet Hollywood Region (IV), Inc. | United States | Cool Planet and Design | 2,254,516 | 6/15/99 |

| <u>Grantor</u> | <u>Country</u> | <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|------------------------------------|----------------|---------------------------------|-------------------------|--------------------------|
| Planet Hollywood Region (IV), Inc. | United States | Planet News | 1,805,262 | 11/16/93 |
| Planet Hollywood, Inc. | South Carolina | Planet Hollywood & Design | SC3000006283 | 1/23/95 |
| Official All Star Cafe, Inc. | United States | Official All Star Cafe | 2,046,194 | 3/18/97 |
| Official All Star Cafe, Inc. | United States | All Star Sports Cafe (Stylized) | 1,961,248 | 3/12/96 |
| Official All Star Cafe, Inc. | United States | OASC | 2,082,666 | 7/22/97 |
| Official All Star Cafe, Inc. | United States | Official All Star Cafe | 2,207,720 | 12/1/98 |
| Official All Star Cafe, Inc. | United States | Official All Star Cafe (Circle) | 2, 184,315 | 8/25/98 |
| Official All Star Cafe, Inc. | United States | Official All Star Cafe (Circle) | 2,164,801 | 6/9/98 |
| Official All Star Cafe, Inc. | United States | Official All Star Cafe (Circle) | 2,199,123 | 10/20/98 |
| Official All Star Cafe, Inc. | United States | Official All Star Cafe (Square) | 2,209,810 | 12/8/98 |
| Official All Star Cafe, Inc. | United States | Official All Star Cafe (Square) | 2,246,285 | 5/18/99 |

Pending Trademark Applications

| <u>Grantor</u> | <u>Country</u> | <u>Trademark</u> | <u>Serial No.</u> | <u>Filing Date</u> |
|------------------------------------|----------------|------------------------------------|-------------------|--------------------|
| Planet Hollywood Region (IV), Inc. | United States | Planet | 75/186,483 | 10/23/96 |
| Planet Hollywood Region (IV), Inc. | United States | Planet America | 75/181,971 | 10/16/96 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Casino Hotel | 75/186,486 | 10/23/96 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Cool Frozen Treats & Design | 75/168,162 | 8/1/96 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood | 75/116,604 | 6/10/96 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood | 75/173,650 | 9/30/96 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood Globe Design | 75/116,605 | 6/10/96 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood Hotel | 75/194,646 | 11/7/96 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood Resort | 75/194,645 | 11/7/96 |

| <u>Grantor</u> | <u>Country</u> | <u>Trademark</u> | <u>Serial No.</u> | <u>Filing Date</u> |
|------------------------------------|----------------|---------------------------------------|-------------------|--------------------|
| Planet Hollywood Region (IV), Inc. | United States | Planet Hotel & Casino | 75/186,484 | 10/23/96 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Movies | 75/731,065 | 6/17/99 |
| Planet Hollywood Region (IV), Inc. | United States | Stars in Hollywood | 75/162,694 | 9/9/96 |
| Planet Hollywood Region (IV), Inc. | United States | The Planet | 75/186,482 | 10/23/96 |
| Planet Hollywood Region (IV), Inc. | United States | The Planet | 75/194,644 | 11/7/96 |
| Planet Hollywood Region (IV), Inc. | United States | The Planet Casino Hotel | 75/186,487 | 10/23/96 |
| Planet Hollywood Region (IV), Inc. | United States | The Planet Hotel & Casino | 75/186,485 | 10/23/96 |
| Planet Hollywood Region (IV), Inc. | United States | PH 2000 | 75/617,248 | 1/8/99 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood | 75/144,537 | 8/5/96 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood Globe Design | 75/144,536 | 8/5/96 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood Globe Design* | 74/500,307 | 3/14/94 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood Online | 75/176,496 | 10/3/96 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood.com | 75/144,535 | 8/5/96 |
| Official All Star Cafe, Inc. | United States | Official All Star Cafe (Square) | 75/457,906 | 3/27/98 |
| Official All Star Cafe, Inc. | United States | Official All Star Cafe Hotel & Casino | 75/507,730 | 6/22/98 |
| Official All Star Cafe, Inc. | United States | Official All Star Cafe | 75/138,481 | 7/23/96 |
| Official All Star Cafe, Inc. | United States | Official All Star Hotel (Square) | 75/317,479 | 6/30/97 |
| Karmalanne, Inc. | United States | Sound Republic | 75/281,185 | 4/25/97 |
| Karmalanne, Inc. | United States | Sound Republic | 75/522,020 | 7/20/98 |
| Karmalanne, Inc. | United States | Sound Republic Hotel Casino | 75/522,019 | 7/20/98 |

Abandoned Trademark Applications

| <u>Grantor</u> | <u>Country</u> | <u>Trademark</u> | <u>Serial No.</u> | <u>Filing Date</u> |
|------------------------------------|----------------|------------------|-------------------|--------------------|
| Planet Hollywood Region (IV), Inc. | United States | Planet Cool | 75/181,039 | 10/15/96 |

| <u>Grantor</u> | <u>Country</u> | <u>Trademark</u> | <u>Serial No.</u> | <u>Filing Date</u> |
|------------------------------------|----------------|--|-------------------|--------------------|
| Planet Hollywood Region (IV), Inc. | United States | Planet H | 75/045,736 | 1/19/96 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood Fitness Co. & Design | 75/116,573 | 6/7/96 |
| Planet Hollywood Region (IV), Inc. | United States | Solar System | 75/162,695 | 9/9/96 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood & Design | 75/011,496 | 10/27/95 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood Sporting Co. | 75/048,251 | 1/25/96 |
| Planet Hollywood Region (IV), Inc. | United States | Planeth.com | 75/170,025 | 9/23/96 |
| Planet Hollywood Region (IV), Inc. | United States | Cool Planet & Design | 75/236,145 | 9/9/96 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood & Design | 75/250,926 | 3/3/97 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood Express | 75/255,389 | 3/11/97 |
| Planet Hollywood Region (IV), Inc. | United States | Liquid Planet | 75/281,157 | 4/25/97 |
| Planet Hollywood Region (IV), Inc. | United States | United Planet | 75/286,822 | 5/5/97 |
| Planet Hollywood Region (IV), Inc. | United States | Hollywood Sport & Design | 75/287,002 | 5/5/97 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood & Design | 75/300,870 | 5/30/97 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Cinemas | 75/322,050 | 7/10/97 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Theatres | 75/322,051 | 7/10/97 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Films | 75/322,052 | 7/10/97 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Movies | 75/322,099 | 7/10/97 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood Sporting Co. & Design | 74/802,311 | 12/27/91 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood & Design | 74/388,820 | 9/9/96 |
| Planet Hollywood Region (IV), Inc. | United States | Planet America | 74/343,418 | 12/28/92 |
| Planet Hollywood Region (IV), Inc. | United States | Planet H | 74/233,841 | 12/27/91 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood Sporting Co. & Design | 74/233,840 | 12/27/91 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood & Design | 74/183,826 | 7/10/91 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood & Design | 74/183,750 | 7/10/91 |

| <u>Grantor</u> | <u>Country</u> | <u>Trademark</u> | <u>Serial No.</u> | <u>Filing Date</u> |
|------------------------------------|----------------|---------------------------------------|-------------------|--------------------|
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood Fitness Company | 74/176,585 | 6/17/91 |
| Planet Hollywood Region (IV), Inc. | United States | Planet Hollywood | 74/078,125 | 7/13/90 |
| Official All Star Cafe, Inc. | United States | Official All Star Café & Design | 75/138,482 | 7/23/96 |
| Official All Star Cafe, Inc. | United States | Institute Of Sport | 75/322,075 | 7/10/97 |
| Official All Star Cafe, Inc. | United States | Sweet Victory | 74/679,009 | 5/23/95 |
| Official All Star Cafe, Inc. | United States | Official All Star Café Hotel & Casino | 74/506,215 | 3/23/94 |
| Official All Star Cafe, Inc. | United States | OASC | 74/480,120 | 1/18/94 |
| Karmalanne, Inc. | United States | Soundmine | 75/249,313 | 2/28/97 |
| Karmalanne, Inc. | United States | Sound Institute | 75/300,871 | 5/30/97 |
| Karmalanne, Inc. | United States | Institute of Sound | 75/304,374 | 6/6/97 |
| Karmalanne, Inc. | United States | The Compound | 75/090,622 | 4/18/96 |
| Karmalanne, Inc. | United States | Rock City | 75/202,533 | 11/22/96 |
| Karmalanne, Inc. | United States | Sound Asylum | 75/322,795 | 7/11/97 |
| Karmalanne, Inc. | United States | Sound Asylum | 75/365,593 | 9/30/97 |

Trademark Applications in Preparation

| <u>Grantor</u> | <u>Country</u> | <u>Trademark</u> | <u>Docket No.</u> | <u>Expected Filing Date</u> | <u>Products/ Services</u> |
|------------------------------------|----------------|------------------|-------------------|-----------------------------|---------------------------|
| Planet Hollywood Region (IV), Inc. | United States | Planet Movies | | | |

Trademark Licenses

| <u>Country or Territory</u> | <u>Trademark</u> | <u>Licensor</u> | <u>Licensee</u> | <u>Effective Date</u> | <u>Expiration Date</u> |
|-----------------------------|------------------------|--------------------------------------|-----------------|-----------------------|------------------------|
| United States | Planet Hollywood | Planet Hollywood International, Inc. | Mattel, Inc. | | |
| United States | Planet Hollywood | Planet Hollywood International, Inc. | Converse, Inc. | | |
| United States | Planet Hollywood | Planet Hollywood International, Inc. | MBNA | | |
| United States | Planet Hollywood | Planet Hollywood International, Inc. | PepsiCo | | |
| United States | Official All Star Cafe | Planet Hollywood International, Inc. | PepsiCo | | |
| United States | Planet Hollywood | Planet Hollywood International, Inc. | BMT, LLC | | |
| United States | Cool Planet | Cool Planet, Inc. | Host Marriott | | |

* Notwithstanding any provision in this Agreement, including, but not limited to Section 4(e), the Grantor and the Lender agree that Grantor shall have the right to let all of its Trademarks lapse except those indicated by an asterisk.