

03-22-2002



102028268

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 Termination of Amendment

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Formerly

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

to Trademark Mortgage & Security Agreement

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- 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.)

03/25/2002 6TON11 00000063 2387202

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 DP
1075.00 DP

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

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)

**RETURN TO:
FEDERAL RESEARCH CORP
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004**

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)

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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.

Roberta Termine

Name of Person Signing

Roberta Termine, as Agent

Signature

3/20/02

Date Signed

Exhibit A

to Termination of Amendment to Trademark Mortgage and Security Agreement

Hollywood Entertainment Corporation

Registered U.S. Trademarks

| Trademark | File Date | File Number |
|--|------------------|--------------------|
| HOLLYWOOD VIDEO & GAMES | 9/19/00 | 2387202 |
| HOLLYWOOD VIDEO SUPERSTORE | 12/28/93 | 1814123 |
| "DIFFERENT-BUT YOU'LL GET USED TO IT" | 1/25/94 | 1818212 |
| STARWORX VIDEO | 4/9/96 | 1966596 |
| REEL | 7/20/99 | 2263412 |
| MOVIEMAP | 11/16/99 | 2293593 |

Pending U.S. Trademark Applications of the Grantor

| Trademark | File Date | Registration No. |
|--|------------------|-------------------------|
| HOLLYWOOD ARCADE | 1/20/98 | 75420243 |
| ARCADE HOLLYWOOD | 7/7/98 | 75514432 |
| HOLLYWOODGAMES.COM | 2/19/99 | 75643663 |
| HOLLYWOOD GAMES | 2/19/99 | 75643662 |
| HOLLYWOODVIDEO.COM | 2/23/99 | 75650881 |
| INTERNETHOLLYWOOD.NET | 4/1/99 | 75673188 |
| INTERNET HOLLYWOOD | 4/1/99 | 75673186 |
| HOLLYWOOD GAMES & DESIGN | 6/10/99 | 75726514 |
| WELCOME TO HOLLYWOOD | 7/14/99 | 75752185 |
| WELCOME TO HOLLYWOOD | 7/14/99 | 75752175 |
| HOLLYWOOD HORROR MONTH | 2/29/00 | 75931433 |
| WHAT KIND OF MOVIE ARE YOU IN THE MOOD FOR? | 3/16/00 | 76001947 |
| BRING HOLLYWOOD HOME FOR THE HOLIDAYS | 3/17/00 | 76003191 |
| GO HOLLYWOOD FOR THE HOLIDAYS | 3/17/00 | 76003192 |
| HOLLYWOOD FILM LIBRARY | 3/16/00 | 76003589 |
| THE ANATOMY OF A MOVIE | 10/31/96 | 75190262 |
| MOVIE MATCHBOOK | 12/26/96 | 75220270 |
| THE PLANET'S BIGGEST VIDEO STORE | 4/16/97 | 75275620 |
| CINEMAP | 4/16/97 | 75275604 |
| MOVIE MATCHES | 5/15/98 | 75485798 |

| Trademark | File Date | Registration No. |
|----------------------------------|------------------|-------------------------|
| REEL.COM | 8/14/98 | 75536746 |
| THE BEST PLACE TO BUY MOVIES | 9/3/98 | 75547842 |
| MOVIES AT A GLANCE | 9/3/98 | 75546866 |
| EXPRESS SHOPPING | 9/9/98 | 75550260 |
| REEL SNAPSHOT | 9/9/98 | 75550180 |
| REEL.COM & DESIGN | 10/5/98 | 75564576 |
| THE BEST PLACE TO BUY VIDEOS | 10/5/98 | 75564393 |
| REELPICKS | 1/15/99 | 75621588 |
| MOVIE ANATOMY | 7/20/99 | 75755887 |
| REEL BUCKS | 1/20/00 | 75899797 |
| REEL MAGAZINE | 2/8/00 | 75914074 |
| FILM REEL | 2/8/00 | 75914082 |
| HOLLYWOOD CONFIDENTIAL | 2/8/00 | 75914083 |
| MOVIE CAPITAL OF THE INTERNET | 2/8/00 | 75914084 |
| REEL ON DEMAND | 3/3/00 | 75934335 |
| STUDIO BACKLOT SALE | 5/3/00 | 76045724 |
| HOLLYWOOD DVD | 5/26/00 | 76058207 |
| DVD HOLLYWOOD | 5/26/00 | 76058208 |

TERMINATION OF AMENDMENT TO TRADEMARK
MORTGAGE AND SECURITY AGREEMENT

This Termination of Patent and Trademark Security Agreement (this "Termination"), dated as of March 18, 2002 is executed by Societe Generale, as Agent (the "Agent"), having its principal offices at 1221 Avenue of the Americas, New York, NY 10020, in favor of Hollywood Entertainment Corporation, an Oregon corporation (the "Debtor"), having its principal offices at 25600 S.W. Parkway Center Drive, Wilsonville, OR 97070.

RECITALS

WHEREAS, Debtor, various lenders, and Agent entered into a certain Revolving Credit Agreement, dated as of September 5, 1997 (as amended, the "Credit Agreement"); and

WHEREAS, in connection with the Revolving Credit Agreement, Debtor and Agent entered into a certain Amendment to Trademark Mortgage and Security Agreement dated as of August 2, 2000 (as amended, the "Trademark Mortgage Security Agreement"); and

WHEREAS, pursuant to the Trademark Mortgage Security Agreement, Debtor granted to Agent a security interest in certain "Collateral" including certain trademarks; and

WHEREAS, the Revolving Credit Agreement and Trademark Mortgage Security Agreement have been terminated.

NOW, THEREFORE, Agent agrees as follows:

1. Agent is executing and delivering this Termination as further evidence of the termination of the Trademark Mortgage Security Agreement.
2. Agent claims no right, title or interest whatsoever in or to any of the "Collateral" described in the Trademark Mortgage Security Agreement, and, accordingly, Agent expressly terminates its security interest in the registered trademarks listed on Exhibit A hereto, which security interest was evidenced by the recordation of the Trademark Mortgage Security Agreement with the United States Patent and Trademark Office on August 8, 2000 as to trademarks, in Reel/Frame 002153/0524.

IN WITNESS WHEREOF, this Termination is executed as of the first date written above.

SOCIETE GENERALE, as Agent

By: Mark Vigil
Name: Mark Vigil
Title: Managing Director