

07-23-2002



102164505

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

RE

Resubmit

3-23-02

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

Submission Type

- New 7.23.02
- 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

Execution Date
Month Day Year

Name

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)

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.)

03/23/2002 GTDN11 00000065 76093951

FOR OFFICE USE ONLY

01 FQ:481 40.00 DP
02 FQ:482 1275.00 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 Practices. 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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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<input type="text"/>	<input type="text"/>	<input type="text"/>

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

TRADEMARKS:

Hollywood Entertainment Corporation

Mark	Status	Reg. or App. No.	Reg. or Filing Date
HOLLYWOOD ON DEMAND	Pending	76/093,951	07/21/00
THE ANATOMY OF A MOVIE	Registered	2,412,735	12/20/00
STARWORX VIDEO	Registered	1,966,596	4/9/96
HOLLYWOOD FILM LIBRARY	Pending	76/003,589	3/16/00
HOLLYWOOD ARCADE	Pending	75/420,243	
HOLLYWOODVIDEO.COM	Pending	75/650,881	2/23/99
HOLLYWOODGAMES.COM	Pending	75/643,663	2/19/99
INTERNET HOLLYWOOD	Pending	75/673,186	4/1/99
INTERNETHOLLYWOOD.NET	Pending	75/673,188	4/1/99
WELCOME TO HOLLYWOOD	Pending	75/752,185	7/14/99
STUDIO BACKLOT SALE	Pending	76/045,724	4/24/00
HOLLYWOOD HORROR MONTH	Pending	75/931,433	2/29/00
GIVE THE GIFT OF HOLLYWOOD VIDEO	Registered	2,511,988	11/27/01
HOLLYWOOD VIDEO CELEBRITY STATUS	Pending	76/110,218	8/15/00
HOLLYWOOD GAMES & Design	Registered	2,511,500	11/27/01
HOLLYWOOD VIDEO CELEBRITY STATUS PLATINUM PROGRAM	Pending	76/110,217	8/15/00
MOVIE COMPASS	Pending	76/034,589	4/24/00
HOLLYWOOD DVD	Pending	76/058,207	5/26/00
DVD HOLLYWOOD	Pending	76/058,208	5/26/00
REEL BUCKS	Pending	75/899,797	1/20/00
REEL.COM	Pending	75/536,746	8/14/98
FILM REEL	Pending	75/914,082	2/8/00
REELPICKS	Pending	75/621,588	1/15/99
THE MOVIE CAPITOL OF THE INTERNET	Pending	75/914,084	5/18/00
REEL MAGAZINE	Pending	75/914,074	2/8/00
REEL ON DEMAND	Pending	75/934,335	3/3/00
REEL DVD	Pending	75/932,349	3/1/00
THE HOLLYWOOD EXPERIENCE	Opposition Pending	75/293,769	5/19/97
THE HOLLYWOOD EXPERIENCE	Opposition	75/264,309	3/26/97

Mark	Status	Reg. or App. No.	Reg. or Filing Date
	Pending		

Hollywood Management Company

Mark	Status	Reg. or App. No.	Reg. or Filing Date
BRING HOLLYWOOD HOME FOR THE HOLIDAYS	Pending	76/003,191	03/15/00
GO HOLLYWOOD FOR THE HOLIDAYS	Pending	76/003,192	03/15/00
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	Registered	2,456,663	6/5/01
HOLLYWOOD VIDEO & GAMES	Registered	2,387,202	11/19/01
HOLLYWOOD GAMES and Design	Registered	2,511,500	11/27/01
WELCOME TO HOLLYWOOD	Pending	75/752,175	07/14/99
HOLLYWOOD	Pending	76/110,216	08/15/00
MOVIE ANATOMY	Pending	75/755,887	07/20/99
MOVIE MATCHES	Registered	2,413,252	12/12/00
MOVIEMAP	Registered	2,293,593	11/16/99
REEL	Registered	2,263,412	7/20/99
REEL.COM & Design	Registered	2,429,143	2/20/01
HOLLYWOOD CONFIDENTIAL	Pending	75/914,083	02/08/00

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of March 18, 2002, made by Hollywood Entertainment Corporation and Hollywood Management Company (collectively, the "*Grantors*") in favor of UBS AG, Stanford Branch, as Administrative Agent for the Secured Parties (in such capacity, the "*Administrative Agent*").

WITNESSETH:

WHEREAS, the Grantors are party to that certain Collateral Agreement of even date herewith in favor of the Administrative Agent (the "*Collateral Agreement*") pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademarks. The Grantors, as collateral security for the payment and performance in full of all the Secured Obligations, hereby collaterally pledges to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantors (the "*Trademarks*");

- (a) all Trademarks listed on Schedule I hereto;
- (b) all Trademark Licenses listed on Schedule I hereto;
- (c) all General Intangibles relating to Trademarks and Trademark Licenses; and
- (d) all Proceeds of any and all of the foregoing.

SECTION 3. Collateral Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Collateral Agreement and each of the Grantors hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Assignment is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. Termination. Upon the full performance of the Secured Obligations, the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in

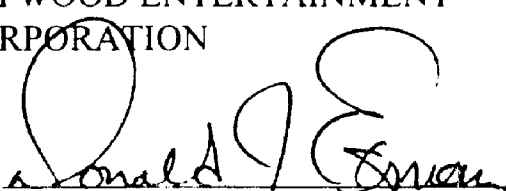
writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

[signature page follows]

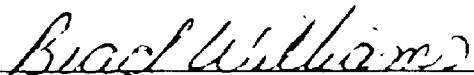
IN WITNESS WHEREOF, the each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

HOLLYWOOD ENTERTAINMENT
CORPORATION

By: 
Name: Donald J. Ekman
Title: Executive Vice President of Legal
Affairs

HOLLYWOOD MANAGEMENT COMPANY

By: 
Name: Brad T. Williams
Title: Vice President

Accepted and Agreed:

UBS AG, STAMFORD BRANCH.
as Administrative Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


HOLLYWOOD ENTERTAINMENT
CORPORATION

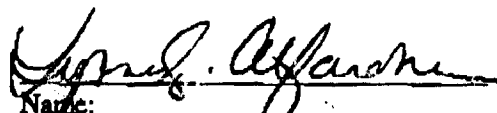
By: _____
Name:
Title:

HOLLYWOOD MANAGEMENT
COMPANY

By: _____
Name:
Title:

Accepted and Agreed:
UBS AG, STAMFORD BRANCH,
as Administrative Agent

By: 
Name: Patricia O'Kidd
Title: Director
Banking Products Services

By: 
Name: Lynne B. Alfano
Title: Associate Director
Banking Products Services, US

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

See attached.