



10/21/02

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		RECORDATION FORM COVER SHEET <b>TRADEMARKS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party( es): <u>Monarchy Enterprises S.A.R.L</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>a Luxembourg corporation</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>JPMorgan Chase Bank</u> Internal Address: <u>Garrett Verelone</u> Street Address: <u>1160 Avenue of the Americas</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10036</u> <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>NY Banking Corporation</u> <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>September 24, 2002</u>					
4. Application number(s) or registration number(s): A. Trademark Application No (s) <u>75/103437</u> B. Trademark Registration No.(s) <u>2005481</u> Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Matthew Bales</u> Internal Address: <u>MORGAN LEWIS &amp; BOCKIUS LLP</u> Street Address: <u>101 PARK AVE</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10178</u>			6. Total number of applications and registrations involved: <u>12</u> 7. Total fee (37 CFR 3.41)..... \$ <u>315.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>13-4520</u> <small>(Attach duplicate copy of this page if paying by deposit account)</small>		
11/06/2002 BY <u>ME</u> 00000011 75103437 01 FC:8521 02 FC:8522					
DO NOT USE THIS SPACE					
9. Statement and signature <small>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.</small> <u>Meeta Kashni</u> <u>[Signature]</u> <u>10/17/02</u> Name of Person Signing      Signature      Date <small>Total number of pages including cover sheet, attachments, and document</small>					

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

**SCHEDULE**

**Mark**

**Reg. Number/Ser. Number**

REGENCY ENTERPRISES	2005481 (SN 74/506119)
REGENCY ENTERPRISES	2039608 (SN 74/499847)
REGENCY	2070163 (SN 74/499843)
REGENCY	2124074 (SN 74/499844)
R REGENCY (Stylized)	2079542 (SN 74/499845)
R REGENCY (Stylized)	2087962 (SN 74/499846)
REGENCY	1998963 (SN 74/499651)
REGENCY ENTERTAINMENT	2291272 (SN 74/513989)
Stylized R Design	2029788 (SN 74/717570)
Stylized R Design	2209972 (SN 75/103437)
NEW REGENCY PRODUCTIONS	SN 76/374155
REGENCY ENTERPRISES	SN 76/370684

SUPPLEMENT NO. 1 TO THE TRADEMARK SECURITY  
AGREEMENT DATED AS OF MAY 29, 1998

WHEREAS, pursuant to that certain Amended and Restated Credit, Security, Guaranty and Pledge Agreement, dated as of May 29, 1998, as amended and restated as of September 26, 2002 (as the same may be further amended, modified or otherwise supplemented from time to time, the "Credit Agreement"), among Monarchy Enterprises Holdings B.V., Monarchy Enterprises S.a.r.l. and Regency Entertainment (USA), Inc. (the "Borrowers"), the Guarantors named therein (the "Guarantors"), the Lenders named therein (the "Lenders") and JPMorgan Chase Bank, as Administrative Agent (in such capacity, the "Agent") and as Issuing Bank (in such capacity, the "Issuing Bank"), the Lenders have agreed to make loans to the Borrowers and the Issuing Bank has agreed to issue letters of credit for the account of the Borrowers;

WHEREAS, pursuant to the terms of the Credit Agreement, **Monarchy Enterprises S.a.r.l.**, a Luxembourg corporation (as successor-in-interest to **Monarchy Enterprises B.V.**, a Netherlands corporation) (the "Grantor") has granted to the Agent (for the benefit of itself, the Issuing Bank and the Lenders), subject to the terms, conditions and limitations set forth in the Credit Agreement, a security interest in all right, title and interest of the Grantor in and to all personal property, whether now owned, presently existing or hereafter acquired or created, including, without limitation, all right, title and interest of the Grantor in, to and under all of the Grantor's Trademarks (such term being used herein as defined in the Trademark Security Agreement) and Trademark licenses, whether presently existing or hereafter arising, adopted or acquired, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all proceeds thereof and all income therefrom, including, without limitation, any and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of the Obligations (such term being used herein as defined in the Credit Agreement) pursuant to the Credit Agreement;

WHEREAS, the Grantor is a party to a Trademark Security Agreement, dated as of May 29, 1998 (as the same has been, or may hereafter be, amended or supplemented from time to time, the "Trademark Security Agreement"), pursuant to which the Grantor has granted to the Agent (for the benefit of itself, the Issuing Bank and the Lenders), as security for the Obligations, and subject to the terms, conditions and limitations set forth in such Trademark Security Agreement, a continuing security interest in all of the Grantor's right, title and interest in, to and under all of the Grantor's Trademarks and Trademark licenses, whether presently existing or hereafter arising, adopted or acquired, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all proceeds thereof and all income therefrom, including, without limitation, any and all products and proceeds thereof and all

income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, all as more fully set forth in the Trademark Security Agreement;

WHEREAS, the Grantor holds certain additional Trademarks since the date of execution of the Trademark Security Agreement and the most recent Supplement thereto;

WHEREAS, Schedules A to the Trademark Security Agreement does not reflect all the Trademarks and rights under Trademark held by the Grantor;

THEREFORE,

A. The Grantor does hereby grant to the Agent (for the benefit of the Lenders), as security, a continuing security interest in and to all of the Grantor's right, title and interest in, to and under all of the Grantor's Trademarks being added to Schedule A of the Trademark Security Agreement pursuant to paragraph (B) below, all goodwill of the business connected with, and symbolized by, the Trademarks and all proceeds thereof and all income therefrom, including, without limitation, any and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, all as more fully set forth in the Trademark Security Agreement.

B. Schedule A of the Trademark Security Agreement is hereby supplemented, effective as of the date hereof, so as to reflect all of the Trademark in and to which the Grantor has granted a continuing security interest to the Agent (for the benefit of itself, the Issuing Bank and the Lenders) pursuant to the terms of the Trademark Security Agreement and the Credit Agreement.

C. The following Trademarks are hereby added to Schedule A to the Trademark Security Agreement:

Trademarks (Domestic)

Trademark	Serial No.	Jurisdiction	Filed	Registered	Class
<i>Regency Enterprises</i>	74/506,119	United States	03/28/94	10/08/96	9
<i>Regency Enterprises</i>	74/499,847	United States	03/14/98	02/25/97	41
<i>Regency</i>	74/499,843	United States	03/14/94	06/10/97	9
<i>Regency</i>	74/499,844	United States	03/14/84	12/23/97	41
<i>R Regency (Stylized)</i>	74/499,845	United States	03/14/94	07/15/97	9
<i>R Regency (Stylized)</i>	74/499,846	United States	03/10/94	08/12/97	41

Trademark	Serial No.	Jurisdiction	Filed	Registered	Class
<i>Regency</i>	74/499,651	United States	03/14/94	09/10/96	41
<i>Regency Entertainment</i>	74/513,989	United States	04/18/94	11/09/99	9
<i>Stylized R Design</i>	74/717,570	United States	08/18/95	01/14/97	9
<i>Stylized R Design</i>	<sup>75</sup> <del>74</del> /103,437	United States	05/13/96	12/15/98	41
<i>New Regency Productions</i>	76/374,155	United States	02/25/02	Pending	41
<i>Regency Enterprises</i>	76/370, <sup>584</sup> <del>584</del>	United States	02/11/02	Pending	41

Trademarks (International)

Trademark	Serial No.	Jurisdiction	Filed	Class
<i>Regency</i>	555 903	Benelux	12/16/94	9, 16, 41
<i>Regency</i>	19982833	Denmark	12/19/94	9, 41
<i>Regency</i>	202 456	Finland	12/28/94	41
<i>Regency</i>	123-060	Greece	02/20/95	9, 41
<i>Regency</i>	163 468	Ireland	12/20/94	9
<i>Regency</i>	488/1995	Iceland	12/19/94	9, 41
<i>Regency</i>	194989	Norway	12/22/94	9, 41
<i>Regency</i>	325 049	Sweden	12/21/94	9, 41
<i>Regency</i>	200 8829	UK	12/19/94	9, 41
<i>Regency</i>	632 494	International	02/15/95	9, 16, 41
"R" Device	555 902	Benelux	12/16/94	9, 16, 41
"R" Device	1401 1995	Denmark	12/19/94	9, 41
"R" Device	142364	Finland	12/28/94	9, 41
"R" Device	123 061	Greece	02/20/95	9, 41
"R" Device	167 648	Ireland	12/20/94	9

Trademark	Serial No.	Jurisdiction	Filed	Class
"R" Device	489 1995	Iceland	12/19/94	9, 41
"R" Device	173141	Norway	12/20/94	9, 41
"R" Device	323 987	Sweden	12/20/94	9, 41
"R" Device	2008791	UK	12/19/94	9, 41
"R" Device	632 493	International	02/15/95	9, 16

Except as expressly supplemented hereby, the Trademark Security Agreement shall continue in full force and effect in accordance with the provisions thereof on the date hereof. As used in the Trademark Security Agreement, the terms "Agreement", "this Agreement", "this Trademark Security Agreement", "herein", "hereafter", "hereto", "hereof" and words of similar import, shall, unless the context otherwise requires, mean the Trademark Security Agreement as supplemented by this Supplement.

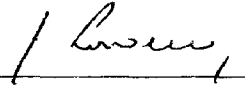
Except as expressly supplemented hereby, the Trademark Security Agreement, all documents contemplated thereby and any previously executed Supplements thereto, are each hereby confirmed and ratified by the Grantor.

The execution and filing of this Supplement, and the addition of the Trademarks set forth herein to Schedule A to the Trademark Security Agreement are not intended by the parties to derogate from, or extinguish, any of the Agent's rights or remedies under (i) the Trademark Security Agreement and/or any agreement, amendment or supplement thereto or any other instrument executed by the Grantor and heretofore recorded or submitted for recording in the U.S. Patent and Trademark Office or (ii) any financing statement, continuation statement, deed or charge or other instrument executed by the Grantor and heretofore filed in any state or country in the United States of America or elsewhere.

This Supplement shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this Supplement No. 1 to the Trademark Security Agreement to be duly executed by its duly authorized officer as of September 26, 2002.

**MONARCHY ENTERPRISES S.A.R.L.**  
as successor-in-interest to  
**Monarchy Enterprises B.V.**, acting through its  
Zug, Switzerland branch

By:   
Name: **Juliette LORANG**  
Title: **Manager**

STATE OF Luxembourg )

Grand-Duchy of : SS.:

COUNTY OF Luxembourg )

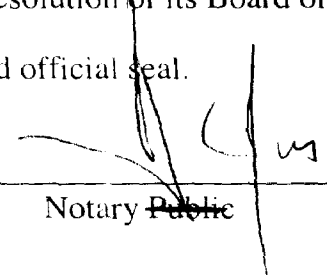
On this the 10th day of October, 2002, before me,

Frank BADEN, the undersigned Notary Public, personally appeared  
Mrs Juliette LORANG,

[  ] personally known to me,

[  ] proved to me on the basis of satisfactory evidence, to be the  
manager of the corporation known as MONARCHY ENIREPRISES SARL who  
executed the foregoing instrument on behalf of the corporation, and acknowledged that such  
corporation executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public