

04-21-2003



1. Name of conveying Party(ies):

Name: Planet Hollywood (REGION IV), Inc.

- Individual  Association
- General Partnership  Limited Partnership
- Corporation - Minnesota
- Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other Amendment to Assignment for Security (Trademarks)

Execution Date: March 31, 2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)  
**See Schedule 1A attached hereto**

102425599

Name: Bay Harbour Management, L.C., as Agent

Internal Address:

APR - 1 2003

Street Address: 885 3rd Avenue, 34th Floor

City: New York State: New York Zip Code 10022

- Individual(s) Citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation - \_\_\_\_\_
- Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached:

(Designations must be a separate document from Assignment)  Yes  No

Additional name(s) & address(es) attached?  Yes  No

5. Name and address of party to whom correspondence concerning this matter should be mailed:

Bingham B. Leverich, Esq.  
Covington & Burling  
1201 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004

Attorney Docket No. 701256.00023

B. Trademark Registration No.(s)

**See Schedule A1 attached hereto**

Additional sheet attached?  Yes  No

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 3.41).....\$465.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account No.: 03-3412

DO NOT USE THIS SPACE

9. 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.

Marie A. Lavalleye  
Name of Person Signing

M. Lavalleye  
Signature

Apr. 1, 2003  
Date

Total number of pages including cover sheet, attachments, and document: 5

9700502  
033412  
00000007  
04/18/2003 6T0N11

40.00  
425.00  
01 FC: 8521  
02 FC: 8522

**SCHEDULE 1A TO ASSIGNMENT FOR SECURITY**  
**(TRADEMARK REGISTRATIONS AND APPLICATIONS)**

**1. Registered Trademarks**

<u>Country</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Filing Date</u>
United States (recorded with Customs)	Planet Hollywood	TMK9700502	4/18/95
United States (recorded with Customs)	Planet Hollywood	TMK9700504	6/15/93
United States (recorded with Customs)	Planet Hollywood (Stylized)	TKM9700501	6/14/94
United States (recorded with Customs)	Planet Hollywood (Stylized)	TMK97005000	8/17/93
United States (recorded with Customs)	Planet Hollywood Globe Design	TMK9700505	10/12/93
United States	Chicken Crunch	2,025,228	12/24/96
United States	Cool Planet & Design	2,200,431	10/27/98
United States	Planet H	2,111,462	11/4/97
United States	Planet Hollywood	1,776,944	6/15/93
United States	Planet Hollywood	1,890,377	4/18/95
United States	Planet Hollywood (Stylized)	1,788,712	8/17/93
United States	Planet Hollywood & Design	1,839,216	6/14/96
United States	Planet Hollywood & Design	1,798,442	10/12/93
United States	Planet Hollywood Sporting Co.	2,168,811	6/30/98
United States	Cool Planet	2,270,976	8/17/99
United States	Cool Planet and Design	2,254,516	6/15/99
United States	Planet Hollywood.com	2,594,469	08/05/96 (07/16/02)

**2. Pending Trademark Applications**

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
United States	Planet Hollywood Hotel	75/194,646	11/7/96
United States	Planet Hollywood Resort	75/194,645	11/7/96
United States	Planet Movies	75/731,065	6/17/99
United States	Planet Hollywood	75/144,537	8/5/96
United States	Planet Hollywood & Design	75/144,536	8/5/96
United States	Planet Hollywood & Design	74/500,307	3/14/94

AMENDMENT TO ASSIGNMENT FOR SECURITY  
(TRADEMARKS)

WHEREAS, PLANET HOLLYWOOD (REGION IV), INC. ("PHRI") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1A hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, PHRI is party to a Subsidiary Security Agreement, dated as of May 8, 2000 (as the same has been, and from time to time on or after the date hereof may be further, amended, supplemented or otherwise modified, the "Subsidiary Security Agreement"), and an Assignment for Security (Trademarks) (as the same has been, and from time to time on or after the date hereof may be further, amended, supplemented or otherwise modified, the "Trademark Lien"), pursuant to which PHRI granted to the Agent (as defined in the Subsidiary Security Agreement), as agent for the Purchasers (as defined in the Subsidiary Security Agreement), a security interest in all right, title and interest of PHRI in, to and under the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and any 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 Subsidiary Security Agreement);

WHEREAS, on October 19, 2001, PHRI and certain of its affiliates filed petitions for relief under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the Middle District of Florida (the "Bankruptcy Court");

WHEREAS, on January 6, 2003, the Bankruptcy Court entered an order approving the Third Amended Joint Plan of Reorganization, as Modified, Submitted by Planet Hollywood International, Inc., *et al.* (the "Plan of Reorganization"); and

WHEREAS, in connection with the Plan of Reorganization, on or about the date hereof, PHRI and the Agent have entered into that certain Amendment to Subsidiary Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, PHRI ratifies and confirms its pledge, assignment and grant under the Subsidiary Security Agreement and the Trademark Lien to the Agent of a continuing security interest in all of the Collateral, as collateral security for the payment of all of the Obligations.

PHRI does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the Collateral are more fully set forth in the Subsidiary Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein; provided, however, that such security interest granted hereby to the Agent is subordinate and subject to the rights of The CIT Group/Business Credit, Inc. ("CIT"), as agent for the benefit of certain financial institutions, as more fully described in that certain Intercreditor and Subordination Agreement (as the same has been, and from time to time on or after the date

hereof may be further, amended, supplemented or otherwise modified), among the Agent, CIT, as agent for the benefit of certain financial institutions, Serena Holdings, Ltd., SouthTrust Bank, Central Florida N.A, the Junior Subordinated Trustee thereunder and the other persons and entities signatory thereto, dated on or about the date hereof.

IN WITNESS WHEREOF, PHRI has caused this Assignment to be duly executed by its officer thereunto duly authorized as of March 31, 2003.

PLANET HOLLYWOOD (REGION IV), INC.

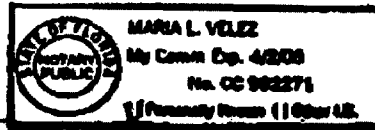
By: [Signature]  
Name: Thomas Avallone  
Title: Chief Financial Officer

STATE OF Florida )  
 ) ss.  
COUNTY OF Orange )

On March 31, 2003, before me, Maria L. Velez, appeared Thomas Avallone personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within the Amendment to Assignment for Security and acknowledged to me that she/he executed the same in her/his authorized capacity, and that by her/his signature on the Assignment for Security, the entity upon behalf of which the person acted, executed the Assignment for Security.

WITNESS my hand and official seal.

Maria L. Velez  
Signature



Maria L. Velez  
Name (Typed or Printed)

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