

05-30-2003



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Official All Star Café, Inc. 4-25-03
Individual(s) Association
[X] Corporation-Nevada
Other -
Additional name(s) of conveying party(ies) attached? No

2. Name and address of receiving party(ies)
Name: The CIT Group/Business Credit, Inc.
Internal Address:
Street Address: 1211 Avenue of the Americas
City: New York State: NY Zip: 10036
Individual(s) citizenship Association
General Partnership
Limited Partnership
[X] Corporation-State New York
Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: No
Additional name(s) & address(es) attached? No

3. Nature of conveyance:
Assignment Merger
[X] Security Agreement Change of Name
Other
Execution Date: March 28, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
See attached schedule
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Santo Manna, Esq.
Internal Address: Schulte Roth & Zabel LLP
Street Address: 919 Third Avenue
City: New York State: N.Y. Zip: 10022

6. Total number of applications and registrations involved: 9
7. Total fee (37 CFR 3.41): \$240.00
Enclosed
[X] Authorized to be charged to deposit account
8. Deposit account number:
500675 - Schulte Roth & Zabel LLP
(Attach duplicate copy of this page if paying by deposit account)

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.
Santo Manna, Esq. April 1, 2003
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: 5

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

05/29/2003 ECOOPER 00000121 500675 2046194
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SCHEDULE

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	Official All Star Café	2,046,194	3/18/97
United States	All Star Sports Cafe (Stylized)	1,961,248	3/12/96
United States	OASC	2,082,666	7/22/97
United States	Official All Star Café	2,207,720	12/1/98
United States	A Official All Star Café & Design (Circle)	2, 184,315	8/25/98
United States	A Official All Star Café & Design (Circle)	2,164,801	6/9/98
United States	A Official All Star Cafe & Design (Circle)	2,199,123	10/20/98
United States	A Official All Star Cafe & Design (Square)	2,209,810	12/8/98
United States	A Official All Star Cafe & Design (Square)	2,246,285	5/18/99

ASSIGNMENT FOR SECURITY
(TRADEMARKS)

WHEREAS, OFFICIAL ALL STAR CAFE, INC. (the "Assignor") 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, the Assignor is party to a 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, restated, supplemented or otherwise modified, the "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, restated, supplemented or otherwise modified, the "Trademark Lien"), pursuant to which the Assignor assigned to THE CIT GROUP/BUSINESS CREDIT, INC., as the agent for certain lenders (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).

WHEREAS, ON October 19, 2001, the Assignor 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, the Assignor and the Agent have amended and restated the Security Agreement; and

WHEREAS, pursuant to the Security Agreement, the Assignor NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, ratifies and confirms its pledge, assignment and grant under the Security Agreement and the Trademark Lien to the Agent of a continuing 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, 2003.

OFFICIAL ALL STAR CAFE, INC.

By: 

Name: Thomas Avallone

Title: Chief Financial Officer

STATE OF Florida)
) ss.
COUNTY OF Orange)

On March 28, 2003, before me, Maria 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 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.

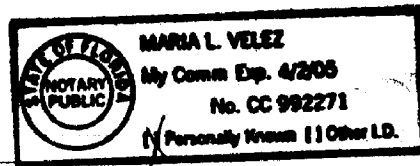
WITNESS my hand and official seal.

Maria L. Velez

Signature

Maria L. Velez

Name (Typed or Printed)



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

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
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