

12-12-2003

12/12/03

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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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(ies): PLANET HOLLYWOOD (REGION IV), INC.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State MN, Other

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: 03/31/2003

2. Name and address of receiving party(ies) Name: SOUTHTRUST BANK, AS TRUSTEE AND COLLATERAL AGENT Internal Address: A-001-OB-0201

Street Address: 110 OFFICE PARK DRIVE BIRMINGHAM State: AL Zip: 35223

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State ALABAMA, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) 74/500,307

B. Trademark Registration No.(s) 1,788,712; 1,798,442

Additional number(s) attached Yes No

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

Name: MICHAEL E. NEUKAMM, ESQ.

Internal Address: GRAYROBINSON, P.A.

Street Address: 301 E. PINE STREET SUITE 1400

City: ORLANDO State: FL Zip: 32801

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 90.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number: N/A

(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.

THOMAS AVALONE Name of Person Signing

Signature

12/10/2003 Date

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

12/12/2003 LNUELLER 00000163 74500307

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

01 FC:0521 02 FC:0522

40.00 OP 50.00 OP

ASSIGNMENT FOR SECURITY  
(TRADEMARKS)

WHEREAS, PLANET HOLLYWOOD (REGION IV), 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 has entered into a Security Agreement dated as of March 31, 2003 (the "Security Agreement") in favor of SOUTHTRUST BANK (the "Assignee"), as Trustee and Collateral Agent under that certain Indenture for the 9% Secured Deferrable Interest Notes Due 2010 of Planet Hollywood International, Inc. (the "Indenture"); and


WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to 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).

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor acknowledges and affirms 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, it being understood that the security interest granted hereby to the Assignee is subordinate and subject to the rights of the Senior Creditors (as such term is defined in the Indenture), as more particularly described in that certain Intercreditor Agreement dated effective as of the date hereof.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed effective as of March 31, 2003.

PLANET HOLLYWOOD (REGION IV), INC.

By:   
Name: Mark Helm  
Title: Vice President and General Counsel

SCHEDULE 1A

TRADEMARKS

Registered Trademarks

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Planet Hollywood Region (IV), Inc.	United States (recorded with Customs)	Planet Hollywood (Stylized)	TMK97005000	8/17/1993
Planet Hollywood Region (IV), Inc.	United States (recorded with Customs)	Planet Hollywood Globe Design	TMK9700505	10/12/1993
Planet Hollywood Region (IV), Inc.	United States	Planet Hollywood (Stylized)	1,788,712	8/17/1993
Planet Hollywood Region (IV), Inc.	United States	Planet Hollywood Globe Design	1,798,442	10/12/1993

Pending Trademark Applications

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Planet Hollywood Region (IV), Inc.	United States	Planet Hollywood Globe Design	74/500,307	3/14/1994

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