

03-23-2004

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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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):

House of Blues Brands Corp.

☐ Individual(s)☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State☐ 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: 03/18/2004

2. Name and address of receiving party(ies)

Name: Bank of America, N.A., as

Internal Administrative Agent

Address: Attn House of Blues Acct Officer

Street Address: 555 S. Flower St., 17th Floor

City: Los Angeles State: CA Zip: 90071

☐ Individual(s) citizenship _____☐ Association _____☐ General Partnership _____☐ Limited Partnership _____☐ Corporation-State _____☒ Other national bankIf 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) _____

see attached Exhibit A

B. Trademark Registration No.(s) _____

see attached Exhibit A

Additional number(s) attached ☒ Yes ☐ No

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

Name: Federal Research Co., LLC

Internal Address: _____

Street Address: 1030 15th St., NW, Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: _____

98

7. Total fee (37 CFR 3.41).....\$ 2,465.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Julie Cravitz

Name of Person Signing

Signature

March 18, 2004

Date

Total number of pages including cover sheet, attachments, and document: 26


03/24/2004 6TON11 00000036 75433511

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 2023101 FC:0521
02 FC:052240.00 DP
2425.00 DPTRADEMARK
REEL: 002941 FRAME: 0814

EXHIBIT A 4

TRADEMARKS

REGISTERED OWNER: HOUSE OF BLUES BRANDS CORP.

Trademark	Serial No. Filing Date	Reg. No. Reg. Date	Class(es)	Renewal/Status	Security Interest
LUNCH AND A LAUGH	75/433,511 02/04/98	2,298,865 12/07/99	41	Registered	Bank of America (recorded 09/28/00)
REGGAE ON THE ROCKS	75/422,334 01/16/98	2,358,234 06/13/00	41	Registered	Bank of America (recorded 09/28/00)
SUMMER OF STARS	75/428,492 02/04/98	2,298,855 12/07/99	41	Registered	Bank of America (recorded 09/28/00)
SASQUATCH!	76/457,469 10/10/02	2,750,016 08/12/03	41	Registered	None
 SASQUATCH!	76/457,468 10/10/02	2,750,015 08/12/03	41	Registered	None
BOXSUITES	75/681,788 04/12/99	2,538,678 02/12/02	41	Registered	Bank of America (recorded 09/28/00)
CLUBSEATS	75/681,548 04/12/99	2,470,699 07/17/01	41	Registered	Bank of America (recorded 09/28/00)
GOSPEL BRUNCH	75/126,008 06/27/96	2,306,346 01/04/00	25	Registered	Bank of America (recorded 11/24/00)
GRASS PASS	76/376,671 02/28/02		41	Allowed	None
HAVE BLUES WILL TRAVEL	75/033,077 12/15/95	2,180,999 08/11/98	42	Registered	Bank of America (recorded 11/24/00)

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TRADEMARK
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EXHIBIT A


























Trademark	Serial No. Filing Date	Reg. No. Reg. Date	Class(es)	Renewal/Status	Security Interest
HAVE BLUES WILL TRAVEL	75/033,075 12/15/95	2,257,428 06/29/99	25	Registered	Bank of America (recorded 11/24/00)
HAVE MERCY & SAY YEAH!	75/044,917 01/18/96	2,281,876 09/28/99	42	Registered	Bank of America (recorded 11/24/00)
	75/570,263 10/14/98	2,805,124 01/13/04	41	Registered	Bank of America (recorded 11/24/00)
	75/570,467 10/14/98	2,532,480 01/22/02	25	Registered	Bank of America (recorded 11/24/00)
	75/570,257 10/14/98	2,474,032 07/31/01	42	Registered	Bank of America (recorded 11/24/00)
	75/783,411 08/24/99		16	Allowed	Bank of America (recorded 11/24/00)
	78/185,025 11/14/02		9	Allowed	None
HELP EVER – HURT NEVER	74/254,680 03/12/92	1,817,564 01/18/94	42	Registered	Bank of America (recorded 11/24/00)
HELP EVER – HURT NEVER	74/313,053 09/11/92	1,866,434 12/06/94	25	Registered	Bank of America (recorded 11/24/00)
	75/234,026 01/31/97	2,258,424 07/06/99	42	Registered	Bank of America (recorded 11/24/00)
HOB TV	76/302,357 08/20/01		41	Allowed	None
HOB.COM CLUB NETWORK	76/125,379 09/08/00	2,569,523 05/14/02	35	Registered	None
HOB.COM CLUB NETWORK	76/124,861 09/08/00	2,667,825 12/31/02	42	Registered	None
	76/117,036 08/25/00		9	Allowed	None
	76/117,328 08/25/00		16	Allowed	None

EXHIBIT A

Trademark	Serial No. Filing Date	Reg. No. Reg. Date	Class(es)	Renewal/Status	Security Interest
	76/124,858 09/08/00	2,619,778 09/17/02	41	Registered	None
	76/125,375 09/08/00	2,805,255 01/13/04	41	Registered	None
	76/125,376 09/08/00	2,587,537 07/02/02	35	Registered	None
	75/828,747 10/22/99		9	Allowed	None
	75/828,150 10/22/99		38, 41	Allowed	None
HOUSE OF BLUES	74/313,052 09/11/92	1,933,441 11/07/95	9	Registered	Bank of America (recorded 11/24/00)
HOUSE OF BLUES	74/254,677 03/12/92	1,772,628 05/18/93	42	Registered	Bank of America (recorded 11/24/00)
HOUSE OF BLUES	74/313,051 09/11/92	2,024,199 12/17/96	16	Registered	Bank of America (recorded 11/24/00)
HOUSE OF BLUES	74/313,094 09/11/92	1,874,712 01/17/95	25	Registered	Bank of America (recorded 11/24/00)
HOUSE OF BLUES	76/423,461 06/20/02	2,739,958 07/22/03	35	Registered	None
HOUSE OF BLUES	76/416,769 06/04/02	2,785,635 11/25/03	41	Registered	None
HOUSE OF BLUES	76/415,654 05/31/02		35	Allowed	None
HOUSE OF BLUES	78/358,931 01/28/04		15	Pending	None
HOUSE OF BLUES	75/169,983 09/23/96	2,550,199 03/19/02	42	Registered	Bank of America (recorded 11/24/00)
	75/570,222 10/14/98	2,507,466 11/13/01	9	Registered	Bank of America (recorded 11/24/00)
	75/570,250 10/14/98	2,457,890 06/05/01	42	Registered	Bank of America (recorded 11/24/00)
	75/570,252 10/14/98	2,507,467 11/13/01	25	Registered	Bank of America (recorded 11/24/00)

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EXHIBIT A

Trademark	Serial No. Filing Date	Reg. No. Reg. Date	Class(es)	Renewal/Status	Security Interest
	75/570,545 10/14/98		41	Allowed	Bank of America (recorded 11/24/00)
	75/783,264 08/24/99	2,507,798 11/13/01	16	Registered	Bank of America (recorded 11/24/00)
	76/416,770 06/04/02	2,746,582 08/05/03	35	Registered	None
	76/417,003 06/04/02	2,723,813 06/10/03	41	Registered	None
	76/414,066 05/31/02		35	Allowed	None
	74/515,897 04/08/94	1,891,179 04/25/95	25	Registered	Bank of America (recorded 11/24/00)
	74/613,364 12/21/94	1,938,673 11/28/95	42	Registered	Bank of America (recorded 11/24/00)
	74/604,933 12/01/94	1,940,915 12/12/95	25	Registered	Bank of America (recorded 11/24/00)
HOUSE OF BLUES CLUB NETWORK	76/179,698 12/12/00	2,692,104 03/04/03	42	Registered	None
	76/209,403 02/13/01	2,638,573 10/22/02	42	Registered	None
HOUSE OF BLUES COMPANY STORE	75/612,991 12/29/98	2,413,015 12/12/00	35	Registered	Bank of America (recorded 11/24/00)
	75/613,325 12/29/98	2,457,988 06/05/01	35	Registered	Bank of America (recorded 11/24/00)
HOUSE OF BLUES CONCERTS	75/856,110 11/23/99	2,805,173 01/13/04	25	Registered	None

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EXHIBIT A








Trademark	Serial No. Filing Date	Reg. No. Reg. Date	Class(es)	Renewal/Status	Security Interest
HOUSE OF BLUES CONCERTS	75/856,182 11/23/99	2,474,439 07/31/01	41	Registered	None
HOUSE OF BLUES CONCERTS	75/856,271 11/23/99		16	Allowed	None
HOUSE OF BLUES CONCERTS	76/420,401 06/11/02		35	Pending	None
HOUSE OF BLUES CONCERTS	76/447,149 09/05/02		41	Allowed	None
HOUSE OF BLUES CONCERTS	76/415,675 05/31/02		35	Allowed	None
	75/856,270 11/23/99		25	Allowed	None
	75/856,971 11/23/99	2,474,442 07/31/01	41	Registered	None
	75/856,252 11/23/99	2,808,931 01/27/04	16	Registered	None
	76/420,400 06/11/02	2,739,944 07/22/03	35	Registered	None
	76/447,132 09/05/02		41	Allowed	None
	76/414,065 05/31/02		35	Allowed	None
HOUSE OF BLUES CONCERTS MARQUEE CLUB	75/893,032 01/10/00	2,458,649 06/05/01	41	Registered	None
	76/117,330 08/25/00		9	Allowed	None

EXHIBIT A










Trademark	Serial No. Filing Date	Reg. No. Reg. Date	Class(es)	Renewal/Status	Security Interest
	76/125,397 09/08/00	2,571,011 05/21/02	41	Registered	None
	76/117,035 08/25/00		25	Published	None
	76/124,857 09/08/00	2,805,254 01/13/04	41	Registered	None
	76/124,705 09/08/00	2,571,010 05/21/02	35	Registered	None
	76/117,329 08/25/00	2,808,999 01/27/04	16	Registered	None
	75/572,495 10/19/98	2,370,089 07/25/00	42	Registered	Bank of America (recorded 11/24/00)
HOUSE OF BLUES LOUISIANA CAJUN HOT SAUCE	75/199,595 11/18/96	2,343,876 04/18/00	30	Registered	Bank of America (recorded 11/24/00)
	75/752,176 07/15/99	2,467,076 07/10/00	41	Registered	None
	75/828,129 10/22/99		9	Allowed	None
HOUSE PARTY 2000	76/075,006 06/21/00	2,756,675 08/26/03	41	Registered	None
HOUSE PARTY 2001	76/075,007 06/21/00	2,756,676 08/26/03	41	Registered	None
IN BLUES WE TRUST	75/107,768 05/21/96	2,050,935 04/08/97	42	Registered	Bank of America (recorded 11/24/00)
IN BLUES WE TRUST	74/480,363 01/18/94	1,981,453 06/18/96	25	Registered	Bank of America (recorded 11/24/00)
	75/275,034 04/12/97	2,187,390 09/08/98	42	Registered	Bank of America (recorded 11/24/00)

EXHIBIT A

Trademark	Serial No. Filing Date	Reg. No. Reg. Date	Class(es)	Renewal/Status	Security Interest
LIVE FROM HOUSE OF BLUES	76/417,931 06/05/02	2,704,410 04/08/03	9	Registered	None
ORLANDO ROCKS!	75/859,788 11/30/99	2,440,514 04/03/01	41	Registered	None
PARTY IN THE PIT	75/029,303 12/07/95	2,017,659 11/19/96	41	Registered	None
REGGAE ON THE ROCKS	75/419,291 01/16/98	2,605,060 08/06/02	25	Registered	Bank of America (recorded 09/28/00)
SERVICE INDUSTRY NIGHT	75/087,294 04/12/96	2,143,656 03/10/98	41	Registered	Bank of America (recorded 11/24/00)
SuperseatS	78/224,170 03/11/03	2,780,926 11/04/03	41	Registered	None
THE HOME OF LIVE MUSIC	75/806,078 09/22/99	2,505,280 11/06/01	9	Registered	None
THE HOME OF LIVE MUSIC	75/806,079 09/22/99		41	Allowed	None
THE HOME OF LIVE MUSIC	75/806,080 09/22/99	2,505,281 11/06/01	42	Registered	None
THE HOME OF LIVE MUSIC	78/198,676 12/30/02		16	Published	None
THE PARISH	76/137,644 09/29/00	2,498,242 10/16/01	41	Registered	None
UNITY IN DIVERSITY	74/665,104 04/24/95	1,951,612 01/23/96	42	Registered	Bank of America (recorded 11/24/00)
UNITY IN DIVERSITY	74/802,491 11/04/93	1,975,465 05/21/96	25	Registered	Bank of America (recorded 11/24/00)
WHERE THE HEART MEETS THE SOUL	75/171,632 09/25/96	2,165,165 06/16/98	25	Registered	Bank of America (recorded 11/24/00)
WHERE THE HEART MEETS THE SOUL	75/228,694 01/21/97	2,130,445 01/20/98	18	Registered	Bank of America (recorded 11/24/00)
WHERE THE HEART MEETS THE SOUL	75/126,525 06/27/96	2,155,505 05/05/98	42	Registered	Bank of America (recorded 11/24/00)

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is made and entered into as of March 18, 2004, by House of Blues Brands Corp., a Delaware corporation ("Grantor") in favor of Bank of America, N.A., as the Administrative Agent under the Credit Agreement referred to below for the ratable benefit of each of the Lenders which are parties to the Credit Agreement from time to time, as Secured Party, with reference to the following facts:

RECITALS

- A. Pursuant to the Amended and Restated Credit Agreement (as amended, extended, renewed, supplemented, or otherwise modified from time to time, the "Credit Agreement") of even date herewith entered into among HOB Entertainment, Inc., a Delaware corporation ("Borrower"), the Lenders therein named (each a "Lender" and collectively, the "Lenders") and the Administrative Agent, the Lenders are making certain credit facilities available to Borrower.
- B. As a condition to the availability of such credit facilities, Grantor is required to enter into this Agreement and pledge certain Collateral to Secured Party, all under the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in order to induce the Lenders to extend the aforementioned credit facilities to Borrower and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby represents, warrants, covenants and agrees as follows:

1. Definitions. This Agreement is the Trademark Agreement referred to in the Credit Agreement. Terms defined in the Credit Agreement and not otherwise defined in this Agreement shall have the meanings defined for those terms in the Credit Agreement. As used in this Agreement, the following terms shall have the meanings respectively set forth after each:

"Agreement" means this Trademark Security Agreement, and any extensions, modifications, renewals, restatements, supplements or amendments hereof.

"Collateral" means and includes all of the following: (a) all of Grantor's now-existing, or hereafter acquired, right, title, and interest in and to all of Grantor's trademarks, trade names, trade styles, and service marks; all prints and labels on which said trademarks, trade names, trade styles, and service marks appear, have appeared, or will appear, and all designs and general intangibles of a like nature; all applications, registrations, and recordings relating to the foregoing in the United States Patent and Trademark Office ("USPTO") or in any similar office or agency of the United States, any State thereof, or any political subdivision thereof, or in any other countries, and all reissues, extensions, and renewals thereof, including those trademarks, terms, designs, and applications described in Schedule 1 hereto (the "Trademarks"), but in any event excluding the trademarks, terms, designs, applications and other property (the "Excluded Rights") described on Schedule 2 hereto; (b) the goodwill of the business symbolized by each of the Trademarks (but, to the extent not associated with the Trademarks, excluding the goodwill of the business symbolized by the Excluded Rights), including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) any and all proceeds of any of the foregoing, including any claims by Grantor against third parties for past, present and future infringement of the Trademarks or any licenses with respect thereto.

"Loan Documents" means the Credit Agreement, each Note, the Fee Letter, the Guarantees, each Letter of Credit Application, each Secured Swap Contract, and each of the other instruments, documents and agreements now or hereafter executed by Grantor, Borrower or Subsidiary or Affiliate of Borrower in favor of the Administrative Agent or the Lenders which evidence an obligation of the Borrower to pay money or perform an obligation.

"Material Trademark" means a Trademark material to the conduct of Grantor's, Borrower's or any of Borrower's Subsidiaries' business.

"Secured Obligations" means means: (a) in the case of Borrower, all Obligations under and as defined in the Credit Agreement, and (b) in the case of each other Grantor, the Guaranteed Obligations of that Grantor under and as defined in the Guarantee which that Grantor has executed in favor of Secured Party with respect to the obligations of Borrower to Secured Party, in each case whether due or to become due, matured or unmatured, liquidated or unliquidated, or contingent or noncontingent, including obligations of performance as well as obligations of payment, and including interest that accrues after the commencement of any bankruptcy or insolvency proceeding by or against Grantor.

"Secured Party" means the Administrative Agent (acting as the Administrative Agent and/or on behalf of the Lenders, the Issuing Lender, and any party to a secured Swap Contract that is an Affiliate of a Lender), and the Lenders, and each of them, and any one or more of them. Subject to the terms of the Credit Agreement, any right, remedy, privilege or power of Beneficiary shall be exercised by the Administrative Agent on behalf of the Lenders.

2. Grant. For valuable consideration, Grantor hereby grants and assigns to Secured Party a security interest, to secure the prompt and indefeasible payment and performance of the Secured Obligations, in and to all of the presently existing and hereafter acquired Collateral, provided that the Excluded Rights are excluded from this grant and assignment. Until terminated in accordance with the terms of this Agreement or the other Loan Documents, this Agreement is a continuing and irrevocable agreement and all the rights, powers, privileges and remedies hereunder shall apply to any and all Secured Obligations, including those arising under successive transactions which shall either continue the Secured Obligations, increase or decrease them and notwithstanding the bankruptcy of Grantor or any other event or proceeding affecting Grantor.
3. Representations, Warranties and Covenants. Grantor represents, warrants and agrees that:
 - (a) All of the existing Collateral is valid and subsisting in full force and effect, and Grantor own the sole, full, and clear title thereto, and the right and power to grant the security interests granted hereunder, it being acknowledged that certain of the Trademarks are subject to the rights of prior and concurrent users. Grantor will, at its expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral as valid, subsisting, and registered trademarks, including, without limitation, the filing of any renewal affidavits and applications, subject to cessation of use or failure to commence use of any part of the Collateral, as determined by Grantor in its reasonable business judgment. The Collateral is not subject to any Liens, claims, mortgages, assignments or licenses of any nature whatsoever, whether recorded or unrecorded, except as permitted by the Credit Agreement.
 - (b) As of the date hereof, neither Grantor, Borrower nor any of Borrower's Subsidiaries has any Trademarks registered, or subject to pending applications, in the USPTO, or any similar office or agency in the United States, or any other country that are material to the conduct of the Venue related business of Grantor or Borrower or Borrower's Subsidiaries, taken as a whole, other than those described in Schedule 1.
 - (c) Neither Grantor, Borrower nor any Subsidiary or Affiliate of Borrower shall file any application for the registration of a Venue related trademark with the USPTO or any similar office or agency in the United States, any state therein, or any other country, unless such Grantor has informed or informs Secured Party to the extent required by Section 6.12(d) of the Credit Agreement. Upon request of Secured Party, Grantor shall execute and deliver to Secured Party any and all agreements, instruments, documents, and such other papers as may be requested by Secured Party to evidence the grant of a security interest to Secured Party of such Material Trademark. Grantor authorizes Secured Party to modify this Agreement by

amending Schedule I to include any new Material Trademark or service mark, and any Material Trademark or service mark renewal of Grantor applied for and obtained hereafter.

- (d) Neither Grantor, Borrower nor any Subsidiary or Affiliate of Borrower has abandoned any of the Trademarks, Neither Grantor, Borrower nor any Subsidiary or Affiliate of Borrower will do any act, or omit to do any act, whereby the Trademarks may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable, where such abandonment, cancellation, invalidation, unenforceability, avoidance or avoidability would reasonably be expected to constitute a Material Adverse Effect. Grantor shall notify Secured Party promptly if it knows, or has reason to know, of any reason why any application, registration, or recording material to the conduct of Borrower's, Borrower's Subsidiaries or Grantor's business may become abandoned, canceled, invalidated, or unenforceable.
- (e) Grantor will render any assistance, as Secured Party may reasonably determine is necessary, to Secured Party in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States, or any State therein, or any other country, to protect Secured Party's security interest in the Trademarks.
- (f) Grantor assumes all responsibility and liability arising from the use of the Trademarks, and Grantor hereby indemnifies and holds the Administrative Agent and each of the Lenders harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by Grantor, Borrower or any Subsidiary or Affiliate of Borrower in connection with any Trademark or out of the manufacture, promotion, labeling, sale, or advertisement of any such product by Grantor, Borrower or any Subsidiary or Affiliate of Borrower.
- (g) Grantor shall promptly notify Secured Party in writing of any adverse determination in any proceeding in the USPTO or any other foreign or domestic Governmental Agency, court or body, regarding Grantor's ownership of any of the Material Trademarks. In the event of any material infringement of any of the Material Trademarks that would reasonably be expected to have a Material Adverse Effect, Grantor shall promptly notify Secured Party of such infringement and consistent with the exercise of their reasonable business judgment sue for and diligently pursue damages for any infringement deemed material by the Grantor.
- (h) Grantor shall, at its sole expense, do, make, execute and deliver all such additional and further acts, things, assurances, and instruments, in each case in form and substance satisfactory to Secured Party, relating to the creation, validity, or perfection of the security interests provided for in this Agreement under 35 U.S.C. Section 261, 15 U.S.C. Section 1051 et seq., the California Uniform Commercial Code or other Law of the United States, the State of California, or of any countries or other States as Secured Party may from time to time reasonably request, and shall take all such other action as the Secured Party may reasonably require to more completely vest in and assure to Secured Party its security interest in any of the Collateral, and Grantor hereby irrevocably authorizes Secured Party or its designee, at such Grantor's expense, to execute such documents, and file such financing statements with respect thereto with or without such Grantor's signature, as Secured Party may reasonably deem appropriate. In the event that any recording or refile (or the filing of any statement of continuation or assignment of any financing statement) or any other action, is required at any time to protect and preserve such security interest, Grantor shall, at its sole cost and expense, cause the same to be done or taken at such time and in such manner as may be necessary and as may be reasonably requested by Secured Party. Grantor further authorizes Secured Party to have this or any other similar security agreement recorded or filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.
- (i) Secured Party is hereby irrevocably appointed by Grantor as its lawful attorney and agent, with full power of substitution to execute and deliver on behalf of and in the name of Grantor, such financing statements and other documents and agreements, and to take such other action as

Secured Party may deem necessary for the purpose of perfecting, protecting or effecting the security interests granted herein and effected hereby, and any mortgages or Liens necessary or desirable to implement or effectuate the same, under any applicable Law, and Secured Party is hereby authorized to file on behalf of and in the name of Grantor, at Grantor's sole expense, such financing statements, documents and agreements in any appropriate governmental office.

- (j) Secured Party may, in its sole discretion, pay any amount, or do any act which Grantor fails to pay or do as required hereunder to preserve, defend, protect, maintain, record, amend, or enforce the Secured Obligations, the Collateral, or the security interest granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, and reasonable attorneys' fees. Grantor will be liable to Secured Party for any such payment, which payment shall be deemed an advance by the Lenders to Grantor, shall be payable on demand, together with interest at the rate(s) set forth in the Credit Agreement, and shall be part of the Secured Obligations. If no Event of Default has occurred and is continuing, Secured Party will endeavor to give notice to Borrower after Secured Party has taken any action authorized pursuant to Section 3(i) or this Section 3(j).

4. Events of Default. Any "Event of Default" as defined in the Credit Agreement shall constitute an Event of Default hereunder.

5. Rights and Remedies. Upon the occurrence and during the continuance of any such Event of Default, in addition to all other rights and remedies of Secured Party, whether provided under Law, the Credit Agreement or otherwise, Secured Party may enforce its security interest hereunder which may be exercised without notice to, or consent by, Grantor, except as such notice or consent is expressly provided for hereunder. Upon such enforcement:

- (a) Secured Party may use any of the Trademarks for the sale of goods, completion of work in process, or rendering of services in connection with enforcing any security interest granted to Secured Party by Grantor, Borrower or any Subsidiary or Affiliate of Borrower.
- (b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions and in such manner, as Secured Party shall, in its sole discretion, deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or nonexclusive basis throughout all or part of the United States of America, its territories and possessions, and all foreign countries.
- (c) Secured Party may assign, sell, or otherwise dispose of the Collateral, or any part thereof, either with or without special conditions or stipulations, except that Secured Party agrees to provide Grantor with ten days' prior written notice of any proposed disposition of the Collateral. The requirement of sending notice conclusively shall be met if such notice is mailed, first class mail, postage prepaid, to Borrower, on behalf of Grantor. Grantor hereby irrevocably appoints Borrower as its agent for the purpose of receiving notice of sale hereunder, and agrees that such Grantor conclusively shall be deemed to have received notice of sale when notice of sale has been given to Borrower. Grantor expressly waives any right to receive notice of any public or private sale of any Collateral or other security for the Secured Obligations except as expressly provided in this Section 5(c). Secured Party shall have the power to buy the Collateral, or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in Secured Party's sole discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Grantor shall be liable for any deficiency.
- (d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to Section 5(c) hereof, Secured Party may, at any time, execute and deliver, on behalf of Grantor, pursuant to the authority granted in powers of attorney, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Grantor agrees

to pay Secured Party, on demand, all costs incurred in any such transfer of the Collateral, including, but not limited to any taxes, fees, and reasonable attorneys' fees.

- (e) Secured Party may first apply the proceeds actually received from any such use, license, assignment, sale, or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel, and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Secured Obligations as provided in the Credit Agreement. Grantor shall remain liable to Secured Party for any expenses or Secured Obligations remaining unpaid after the application of such proceeds, and Grantor will pay Secured Party, on demand, any such unpaid amount, together with interest at the rate(s) set forth in the Credit Agreement.

Nothing contained herein shall be construed as requiring Secured Party to take any of the foregoing actions at any time. All of Secured Party's rights and remedies, whether provided under Law, the Credit Agreement, this Agreement, or otherwise shall be cumulative, and none is exclusive of any right or remedy otherwise provided herein or in any of the other Loan Documents, at law or in equity. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. Waivers.

- (a) Grantor hereby waives any and all rights that it may have to a judicial hearing, if any, in advance of the enforcement of any of Secured Party's rights hereunder, including, without limitation, its rights following any Event of Default and during the continuance thereof to take immediate possession of the Collateral and exercise its rights with respect thereto.
- (b) Secured Party shall not be required to marshal any present or future security for (including, but not limited to, this Agreement and the Collateral subject to a security interest hereunder), or guarantees of, the Secured Obligations or any of them, or to resort to such security or guarantees in any particular order. Grantor hereby agrees that it will not invoke any Law relating to the marshaling of collateral which might cause delay in or impede the enforcement of Secured Party's rights under this Agreement or any other instrument evidencing any of the Secured Obligations or by which any of such Secured Obligations is secured or guaranteed, and Grantor hereby irrevocably waives the benefits of all such Laws.
- (c) Except for notices specifically provided for herein, Grantor hereby expressly waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect both to Secured Obligations and any collateral therefor, Grantor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, of any Person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as Secured Party may deem advisable. Secured Party shall have no duty as to the protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto except as otherwise required by Law. Secured Party may exercise its rights with respect to the Collateral without resorting or regard to other collateral or sources of reimbursement for liability. Secured Party shall not be deemed to have waived any of its rights upon or under the Credit Agreement or the Collateral unless such waiver be in writing and signed by the Secured Party. The exercise of the rights under this Agreement are not intended by the parties to constitute an "action" within the meaning of Sections 580a, 580d, or 726 of the California Code of Civil Procedure. No delay or omission on the part of the Secured Party in exercising any right shall operate as a waiver of any right on any future occasion. All rights and remedies of the Secured Party under the Credit Agreement or on the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly or concurrently.

7. Costs and Expenses.

- (a) Grantor will pay any and all charges, costs and taxes incurred in implementing or subsequently amending this Agreement, including, without limitation, recording and filing fees, appraisal fees, stamp taxes, and reasonable fees and disbursements of Secured Party's counsel incurred by Secured Party, and the reasonably allocated cost of in-house counsel to Secured Party, in connection with this Agreement, and in the enforcement of this Agreement and in the enforcement or foreclosure of any Liens, security interests or other rights of the Secured Party under this Agreement, or under any other documentation heretofore, now, or hereafter given to Secured Party in furtherance of the transactions contemplated hereby.
- (b) Grantor agrees to reimburse Secured Party for and indemnify it against, any and all losses, expenses and liabilities (including liabilities for penalties) of whatever kind or nature sustained and reasonably incurred in connection with any claim, demand, suit or legal or arbitration proceeding relating to this Agreement, or the exercise of any rights or powers hereunder, including reasonable attorneys' fees and disbursements, and the allocated cost of in-house counsel to the Secured Party, except losses, expenses and liabilities arising out of Secured Party's own gross negligence or willful misconduct.

- 8. Continuing Effect. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets.
- 9. Release of Grantor. This Agreement and all Secured Obligations of Grantor hereunder shall be released when all Secured Obligations have been paid in full in cash or otherwise performed in full and when no portion of the Commitments remain outstanding or at such earlier time as such release is required pursuant to the Credit Agreement or such release is granted pursuant to Section 14(a). Upon such release of Grantor's Secured Obligations hereunder, Secured Party shall return any Collateral to Grantor, or to the Person or Persons legally entitled thereto, and shall endorse, execute, deliver, record and file all instruments and documents, and do all other acts and things, reasonably required for the return of the Collateral to Grantor, or to the Person or Persons legally entitled thereto, and to evidence or document the release of Secured Party's interests arising under this Agreement, all as reasonably requested by, and at the sole expense of, Grantor. If Secured Party releases Grantor from its obligations hereunder, Secured Party will promptly provide Borrower appropriate authorization to terminate any applicable UCC financing statements showing Grantor as debtor and Secured Party as secured party.
- 10. Additional Powers and Authorization. Secured Party shall be entitled to the benefits accruing to it as Administrative Agent under the Credit Agreement and the other Loan Documents. Notwithstanding anything contained herein to the contrary, Secured Party may employ agents, trustees, or attorneys-in-fact and may vest any of them with any property (including, without limitation, any Collateral assigned hereunder), title, right or power deemed necessary for the purposes of such appointment.
- 11. Incorporation of Representations, Warranties, Covenants and Other Provisions of Loan Documents. This Agreement is one of the Loan Documents referred to in the Credit Agreement. All representations, warranties, affirmative and negative covenants and other provisions contained in the Credit Agreement, the Guarantee and any other Loan Document that are applicable to Loan Documents generally, are fully applicable to this Agreement and are incorporated herein by this reference as though set forth in full.
- 12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the internal Laws of the State of California, without reference to the choice of law or conflicts of law provisions thereof.

13. Miscellaneous.

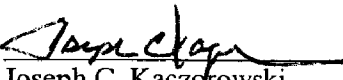
- (a) Grantor and Secured Party may from time to time agree in writing to the release of certain of the Collateral from the security interest created hereby.
- (b) Any notice, request, demand or other communication required or permitted under this Agreement shall be in writing and shall be deemed to be properly given if done in accordance with Section 10.02 of the Credit Agreement.
- (c) Except as otherwise set forth in the Credit Agreement, the provisions of this Agreement may not be modified, amended, restated or supplemented, whether or not the modification, amendment, restatement or supplement is supported by new consideration, except by a written instrument duly executed and delivered by Secured Party and Grantor.
- (d) Except as otherwise set forth in the Credit Agreement or this Agreement, any waiver of the terms and conditions of this Agreement, or any Event of Default and its consequences hereunder or thereunder, and any consent or approval required or permitted by this Agreement to be given, may be made or given with, but only with, the written consent of Secured Party on such terms and conditions as specified in the written instrument granting such waiver, consent or approval.
- (e) Any failure or delay by Secured Party to require strict performance by Grantor of any of the provisions, warranties, terms, and conditions contained herein, or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein, or in any other agreement, document, or instrument, shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Grantor, specifying such waiver.
- (f) If any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.
- (g) This Agreement supersedes all prior oral and written assignments and agreements between the parties hereto on the subject matter hereof.
- (h) This Agreement shall be binding upon, and for the benefit of, the parties hereto and their respective legal representatives, successors, and assigns.
- (i) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has executed this Agreement by its duly authorized officer as of the date first written above.

"Grantor"

HOUSE OF BLUES BRANDS CORP., a Delaware
corporation


By: 
Name: Joseph C. Kaczorowski
Title: Executive Vice President / Secretary /
Treasurer

ACCEPTED AND AGREED:

"Secured Party"

BANK OF AMERICA, N.A.,
as Administrative Agent, and for
and on behalf of the Lenders

By:


Janice Hammond, Vice President

Trademark Security Agreement (Senior)

TRADEMARK
REEL: 002941 FRAME: 0830


SCHEDULE 1

Existing and Pending Trademarks

[See Attached]









TRADEMARKS

REGISTERED OWNER: HOUSE OF BLUES BRANDS CORP.








Trademark	Serial No. Filing Date	Reg. No. Reg. Date	Class(es)	Renewal/Status	Security Interest
LUNCH AND A LAUGH	75/433,511 02/04/98	2,298,865 12/07/99	41	Registered	Bank of America (recorded 09/28/00)
REGGAE ON THE ROCKS	75/422,334 01/16/98	2,358,234 06/13/00	41	Registered	Bank of America (recorded 09/28/00)
SUMMER OF STARS	75/428,492 02/04/98	2,298,855 12/07/99	41	Registered	Bank of America (recorded 09/28/00)
SASQUATCH!	76/457,469 10/10/02	2,750,016 08/12/03	41	Registered	None
	76/457,468 10/10/02	2,750,015 08/12/03	41	Registered	None
BOXSUITES	75/681,788 04/12/99	2,538,678 02/12/02	41	Registered	Bank of America (recorded 09/28/00)
CLUBSEATS	75/681,548 04/12/99	2,470,699 07/17/01	41	Registered	Bank of America (recorded 09/28/00)
GOSPEL BRUNCH	75/126,008 06/27/96	2,306,346 01/04/00	25	Registered	Bank of America (recorded 11/24/00)
GRASS PASS	76/376,671 02/28/02		41	Allowed	None
HAVE BLUES WILL TRAVEL	75/033,077 12/15/95	2,180,999 08/11/98	42	Registered	Bank of America (recorded 11/24/00)

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




SCHEDULE 5.17 (continued)

Trademark	Serial No. Filing Date	Reg. No. Reg. Date	Class(es)	Renewal/Status	Security Interest
HAVE BLUES WILL TRAVEL	75/033,075 12/15/95	2,257,428 06/29/99	25	Registered	Bank of America (recorded 11/24/00)
HAVE MERCY & SAY YEAH!	75/044,917 01/18/96	2,281,876 09/28/99	42	Registered	Bank of America (recorded 11/24/00)
	75/570,263 10/14/98	2,805,124 01/13/04	41	Registered	Bank of America (recorded 11/24/00)
	75/570,467 10/14/98	2,532,480 01/22/02	25	Registered	Bank of America (recorded 11/24/00)
	75/570,257 10/14/98	2,474,032 07/31/01	42	Registered	Bank of America (recorded 11/24/00)
	75/783,411 08/24/99		16	Allowed	Bank of America (recorded 11/24/00)
	78/185,025 11/14/02		9	Allowed	None
HELP EVER – HURT NEVER	74/254,680 03/12/92	1,817,564 01/18/94	42	Registered	Bank of America (recorded 11/24/00)
HELP EVER – HURT NEVER	74/313,053 09/11/92	1,866,434 12/06/94	25	Registered	Bank of America (recorded 11/24/00)
	75/234,026 01/31/97	2,258,424 07/06/99	42	Registered	Bank of America (recorded 11/24/00)
HOB TV	76/302,357 08/20/01		41	Allowed	None
HOB.COM CLUB NETWORK	76/125,379 09/08/00	2,569,523 05/14/02	35	Registered	None
HOB.COM CLUB NETWORK	76/124,861 09/08/00	2,667,825 12/31/02	42	Registered	None
	76/117,036 08/25/00		9	Allowed	None
	76/117,328 08/25/00		16	Allowed	None








SCHEDULE 5.17 (continued)

Trademark	Serial No. Filing Date	Reg. No. Reg. Date	Class(es)	Renewal/Status	Security Interest
	76/124,858 09/08/00	2,619,778 09/17/02	41	Registered	None
	76/125,375 09/08/00	2,805,255 01/13/04	41	Registered	None
	76/125,376 09/08/00	2,587,537 07/02/02	35	Registered	None
	75/828,747 10/22/99		9	Allowed	None
	75/828,150 10/22/99		38, 41	Allowed	None
HOUSE OF BLUES	74/313,052 09/11/92	1,933,441 11/07/95	9	Registered	Bank of America (recorded 11/24/00)
HOUSE OF BLUES	74/254,677 03/12/92	1,772,628 05/18/93	42	Registered	Bank of America (recorded 11/24/00)
HOUSE OF BLUES	74/313,051 09/11/92	2,024,199 12/17/96	16	Registered	Bank of America (recorded 11/24/00)
HOUSE OF BLUES	74/313,094 09/11/92	1,874,712 01/17/95	25	Registered	Bank of America (recorded 11/24/00)
HOUSE OF BLUES	76/423,461 06/20/02	2,739,958 07/22/03	35	Registered	None
HOUSE OF BLUES	76/416,769 06/04/02	2,785,635 11/25/03	41	Registered	None
HOUSE OF BLUES	76/415,654 05/31/02		35	Allowed	None
HOUSE OF BLUES	78/358,931 01/28/04		15	Pending	None
HOUSE OF BLUES	75/169,983 09/23/96	2,550,199 03/19/02	42	Registered	Bank of America (recorded 11/24/00)
	75/570,222 10/14/98	2,507,466 11/13/01	9	Registered	Bank of America (recorded 11/24/00)
	75/570,250 10/14/98	2,457,890 06/05/01	42	Registered	Bank of America (recorded 11/24/00)
	75/570,252 10/14/98	2,507,467 11/13/01	25	Registered	Bank of America (recorded 11/24/00)










SCHEDULE 5.17 (continued)

Trademark	Serial No. Filing Date	Reg. No. Reg. Date	Class(es)	Renewal/Status	Security Interest
	75/570,545 10/14/98		41	Allowed	Bank of America (recorded 11/24/00)
	75/783,264 08/24/99	2,507,798 11/13/01	16	Registered	Bank of America (recorded 11/24/00)
	76/416,770 06/04/02	2,746,582 08/05/03	35	Registered	None
	76/417,003 06/04/02	2,723,813 06/10/03	41	Registered	None
	76/414,066 05/31/02		35	Allowed	None
	74/515,897 04/08/94	1,891,179 04/25/95	25	Registered	Bank of America (recorded 11/24/00)
	74/613,364 12/21/94	1,938,673 11/28/95	42	Registered	Bank of America (recorded 11/24/00)
	74/604,933 12/01/94	1,940,915 12/12/95	25	Registered	Bank of America (recorded 11/24/00)
HOUSE OF BLUES CLUB NETWORK	76/179,698 12/12/00	2,692,104 03/04/03	42	Registered	None
	76/209,403 02/13/01	2,638,573 10/22/02	42	Registered	None
HOUSE OF BLUES COMPANY STORE	75/612,991 12/29/98	2,413,015 12/12/00	35	Registered	Bank of America (recorded 11/24/00)
	75/613,325 12/29/98	2,457,988 06/05/01	35	Registered	Bank of America (recorded 11/24/00)
HOUSE OF BLUES CONCERTS	75/856,110 11/23/99	2,805,173 01/13/04	25	Registered	None

SCHEDULE 5.17 (continued)

Trademark	Serial No. Filing Date	Reg. No. Reg. Date	Class(es)	Renewal/Status	Security Interest
HOUSE OF BLUES CONCERTS	75/856,182 11/23/99	2,474,439 07/31/01	41	Registered	None
HOUSE OF BLUES CONCERTS	75/856,271 11/23/99		16	Allowed	None
HOUSE OF BLUES CONCERTS	76/420,401 06/11/02		35	Pending	None
HOUSE OF BLUES CONCERTS	76/447,149 09/05/02		41	Allowed	None
HOUSE OF BLUES CONCERTS	76/415,675 05/31/02		35	Allowed	None
	75/856,270 11/23/99		25	Allowed	None
	75/856,971 11/23/99	2,474,442 07/31/01	41	Registered	None
	75/856,252 11/23/99	2,808,931 01/27/04	16	Registered	None
	76/420,400 06/11/02	2,739,944 07/22/03	35	Registered	None
	76/447,132 09/05/02		41	Allowed	None
	76/414,065 05/31/02		35	Allowed	None
HOUSE OF BLUES CONCERTS MARQUEE CLUB	75/893,032 01/10/00	2,458,649 06/05/01	41	Registered	None
	76/117,330 08/25/00		9	Allowed	None

SCHEDULE 5.17 (continued)

Trademark	Serial No. Filing Date	Reg. No. Reg. Date	Class(es)	Renewal/Status	Security Interest
	76/125,397 09/08/00	2,571,011 05/21/02	41	Registered	None
	76/117,035 08/25/00		25	Published	None
	76/124,857 09/08/00	2,805,254 01/13/04	41	Registered	None
	76/124,705 09/08/00	2,571,010 05/21/02	35	Registered	None
	76/117,329 08/25/00	2,808,999 01/27/04	16	Registered	None
	75/572,495 10/19/98	2,370,089 07/25/00	42	Registered	Bank of America (recorded 11/24/00)
HOUSE OF BLUES LOUISIANA CAJUN HOT SAUCE	75/199,595 11/18/96	2,343,876 04/18/00	30	Registered	Bank of America (recorded 11/24/00)
	75/752,176 07/15/99	2,467,076 07/10/0	41	Registered	None
	75/828,129 10/22/99		9	Allowed	None
HOUSE PARTY 2000	76/075,006 06/21/00	2,756,675 08/26/03	41	Registered	None
HOUSE PARTY 2001	76/075,007 06/21/00	2,756,676 08/26/03	41	Registered	None
IN BLUES WE TRUST	75/107,768 05/21/96	2,050,935 04/08/97	42	Registered	Bank of America (recorded 11/24/00)
IN BLUES WE TRUST	74/480,363 01/18/94	1,981,453 06/18/96	25	Registered	Bank of America (recorded 11/24/00)
	75/275,034 04/12/97	2,187,390 09/08/98	42	Registered	Bank of America (recorded 11/24/00)

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SCHEDULE 5.17 (continued)

Trademark	Serial No. Filing Date	Reg. No. Reg. Date	Class(es)	Renewal/Status	Security Interest
LIVE FROM HOUSE OF BLUES	76/417,931 06/05/02	2,704,410 04/08/03	9	Registered	None
ORLANDO ROCKS!	75/859,788 11/30/99	2,440,514 04/03/01	41	Registered	None
PARTY IN THE PIT	75/029,303 12/07/95	2,017,659 11/19/96	41	Registered	None
REGGAE ON THE ROCKS	75/419,291 01/16/98	2,605,060 08/06/02	25	Registered	Bank of America (recorded 09/28/00)
SERVICE INDUSTRY NIGHT	75/087,294 04/12/96	2,143,656 03/10/98	41	Registered	Bank of America (recorded 11/24/00)
SuperseatS	78/224,170 03/11/03	2,780,926 11/04/03	41	Registered	None
THE HOME OF LIVE MUSIC	75/806,078 09/22/99	2,505,280 11/06/01	9	Registered	None
THE HOME OF LIVE MUSIC	75/806,079 09/22/99		41	Allowed	None
THE HOME OF LIVE MUSIC	75/806,080 09/22/99	2,505,281 11/06/01	42	Registered	None
THE HOME OF LIVE MUSIC	78/198,676 12/30/02		16	Published	None
THE PARISH	76/137,644 09/29/00	2,498,242 10/16/01	41	Registered	None
UNITY IN DIVERSITY	74/665,104 04/24/95	1,951,612 01/23/96	42	Registered	Bank of America (recorded 11/24/00)
UNITY IN DIVERSITY	74/802,491 11/04/93	1,975,465 05/21/96	25	Registered	Bank of America (recorded 11/24/00)
WHERE THE HEART MEETS THE SOUL	75/171,632 09/25/96	2,165,165 06/16/98	25	Registered	Bank of America (recorded 11/24/00)
WHERE THE HEART MEETS THE SOUL	75/228,694 01/21/97	2,130,445 01/20/98	18	Registered	Bank of America (recorded 11/24/00)
WHERE THE HEART MEETS THE SOUL	75/126,525 06/27/96	2,155,505 05/05/98	42	Registered	Bank of America (recorded 11/24/00)

SCHEDULE 2 (continued)

Excluded Rights (NOT subject to the lien of this Agreement)

All rights of Grantor under the Licensing Agreement dated February 18, 1992 among Isaac B. Tigrett, Daniel E. Aykroyd and Judith Belushi Pisano, as assigned to House of Blues Brands Corp. and as amended or supplemented from time to time, and under any sublicenses pertaining to the trademarks owned by Daniel E. Aykroyd and Judith Belushi Pisano.

Trademark Security Agreement (Senior)