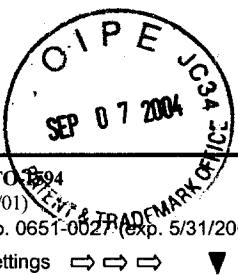


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Form PTO-394 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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J.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):
Planet Hollywood (Region IV), Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____

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

2. Name and address of receiving party(ies)
Name: The Bank of New York, Asset Solutions Division, as administrative and collateral agent
Internal Address: _____
Street Address: 600 East Las Colinas Boulevard, Suite 1300
City: Irving State: TX Zip: 75039

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: August 31, 2004

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 75144537

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Lauren Bernstein, Esq.
 Internal Address: Kaye Scholer LLP
 Street Address: 425 Park Avenue
 City: New York State: NY Zip: 10022


6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 165.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 (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.

Johanne R. Rémy  9-3-04
 Name of Person Signing Signature Date

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

09/09/2004 XEROX 00000087 75144537 40.00 BR 125.00 OP Doc # 30944478.PDF

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

TRADEMARK REEL: 003045 FRAME: 0094

SCHEDULE I TO SECURITY AGREEMENT

TRADEMARKS

<u>Trademark</u>	<u>Issue/Filing Date</u>	<u>Serial No.</u>
PLANET HOLLYWOOD - TYPED DRAWING	08/05/1996	75144537
PLANET HOLLYWOOD - DESIGN	08/05/1996	75144536
PLANET HOLLYWOOD - GLOBAL DESIGN	07/28/1992	74801271
PLANET HOLLYWOOD - STYLIZED LETTERS	07/10/1991	74801265
PLANET HOLLYWOOD - TYPED DRAWING	07/13/1991	74801007
PLANET HOLLYWOOD.COM - DRAWING	08/05/1996	75144535

SECURITY AGREEMENT

(TRADEMARKS)

WHEREAS, PLANET HOLLYWOOD (REGION IV), INC., a Delaware corporation (herein referred to as "Grantor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1 annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor is obligated to The Bank of New York, Asset Solutions Division, as administrative and collateral agent (referred to herein as the "Grantee") and the other Secured Parties as defined in the Security Agreement dated as of August 31, 2004 (the "Security Agreement") among Grantor, the other Pledgors named therein and the Grantee for the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee a security interest in, and mortgage on, all right, title and interest of Grantor in and to 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 Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby 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.

Grantee's address is 600 East Las Colinas Boulevard, Suite 1300, Irving, TX 75039, Attention: Steve Jerard. Fax: 972-401-8557.

IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be duly executed by its officer thereunto duly authorized as of the 31 day of August, 2004.

PLANET HOLLYWOOD (REGION IV), INC.

By: 

Name: ROBERT I. EARL

Title: PRESIDENT


SCHEDULE 1 TO SECURITY AGREEMENT

TRADEMARKS

<u>Trademark</u>	<u>Issue/Filing Date</u>	<u>Serial No.</u>
PLANET HOLLYWOOD - TYPED DRAWING	08/05/1996	75144537
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PLANET HOLLYWOOD.COM - DRAWING	08/05/1996	75144535

This power of attorney is made pursuant to the Security Agreement and takes effect solely for the purposes of Section 4.3 thereof and is subject to the conditions thereof and may not be revoked until the "Termination Requirement" as defined in such Security Agreement, shall have been satisfied.

Dated: August 31, 2004

By: 
Name: ROBERT I. EARL
Title: President