

9/7/04



09-10-2004



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

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

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

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

3. Nature of conveyance:

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

Execution Date: August 31, 2004

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

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

A. Trademark Application No.(s) 74801651

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:

2

7. Total fee (37 CFR 3.41): \$ 65.00

- 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  
Name of Person Signing

*Johanne R. Rémy*  
Signature

9-3-04  
Date

Total number of pages including cover sheet, attachments, and document: 8

09/09/2004 MGETACHE 00000088 74801651

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

01 FC:8521 40.00 OP  
02 FC:8522 25.00 OP  
Doc # 30944479.PDF

SCHEDULE I TO SECURITY AGREEMENT

TRADEMARKS

<u>Trademark</u>	<u>Issue/Filing Date</u>	<u>Serial No.</u>
PLANET HOLLYWOOD - TYPED DRAWING	06/13/1991	74801651
PLANET HOLLYWOOD - GLOBE DESIGN	03/14/1994	74500307

# SECURITY AGREEMENT

## (TRADEMARKS)

WHEREAS, PLANET HOLLYWOOD INTERNATIONAL, 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 INTERNATIONAL,  
INC.

By:   
Name: ROBERT J. EARL  
Title: PRESIDENT


SCHEDULE I TO SECURITY AGREEMENT

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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

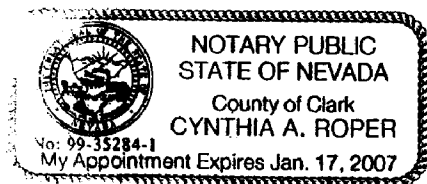
By:   
Name: Robert I. EARL  
Title: President

STATE OF NEVADA )

: ss.:

COUNTY OF CLARK )

On this 31<sup>st</sup> day of August, 2004, before me personally appeared ROBERT I. EARL, to me known, who, being by me duly sworn, did depose and say that he resides at 7598 W. Sand LAKE Road, Orlando, FL 32819 and that he is President of Planet Hollywood International, Inc., a Delaware corporation described in and which executed the foregoing instrument; and that he is authorized on behalf of Planet Hollywood International, Inc. to sign his name to the foregoing instrument.



Cynthia A. Roper  
Notary Public