

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HOLLYWOOD MANAGEMENT COMPANY		04/27/2005	CORPORATION: OREGON

RECEIVING PARTY DATA

Name:	WACHOVIA BANK, AS THE U.S. ADMINISTRATIVE AGENT
Street Address:	301 South College Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288-0767
Entity Type:	NATIONAL BANKING ASSOCIATION:

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	2719664	REEL.COM
Registration Number:	2429143	REEL.COM
Registration Number:	2782153	WELCOME TO HOLLYWOOD
Registration Number:	2835677	WELCOME TO HOLLYWOOD
Registration Number:	2117639	HOLLYWOOD VIDEO
Registration Number:	2191674	HOLLYWOOD VIDEO
Registration Number:	2387202	HOLLYWOOD VIDEO & GAMES
Registration Number:	2664074	HOLLYWOOD VIDEO CELEBRITY STATUS
Registration Number:	1814123	HOLLYWOOD VIDEO SUPERSTORE
Registration Number:	2808905	HOLLYWOODVIDEO.COM
Registration Number:	2894030	MOVIE ANATOMY
Registration Number:	2413252	MOVIE MATCHES
Registration Number:	2293593	MOVIEMAP
Registration Number:	2263412	REEL

OP \$1165.00 2719664

Registration Number:	1848749	HOLLYWOOD VIDEO
Registration Number:	2511500	HOLLYWOOD GAMES
Registration Number:	2745647	HOLLYWOOD SATELLITE TV
Registration Number:	2839733	GAME CRAZY X
Registration Number:	2511988	GIVE THE GIFT OF HOLLYWOOD VIDEO
Registration Number:	2793461	GO HOLLYWOOD FOR THE HOLIDAYS
Registration Number:	2544383	HOLLYWOOD
Registration Number:	2913965	HOLLYWOOD ACCESS PASS
Registration Number:	1935822	HOLLYWOOD ENTERTAINMENT
Registration Number:	2191673	HOLLYWOOD ENTERTAINMENT
Registration Number:	2456663	HOLLYWOOD GAMES
Registration Number:	2178864	GAME CRAZY
Registration Number:	2911790	GAME CAGE
Registration Number:	2916984	GAME CAGE
Registration Number:	2807642	BRING HOLLYWOOD HOME FOR THE HOLIDAYS
Serial Number:	78350110	REEL.COM
Serial Number:	78119754	WE ARE HOLLYWOOD. WE ARE ENTERTAINMENT.
Serial Number:	78516879	WE UNDERSTAND.
Serial Number:	78300397	HOLLYWOOD VIDEO ACCESS PASS
Serial Number:	78517619	MOVIE VALUE PASS MVP
Serial Number:	78506396	MOVIE VALUE PASS MVP
Serial Number:	78517608	MVP
Serial Number:	78506383	MVP
Serial Number:	78548151	HOLLYWOOD ON DEMAND
Serial Number:	76484306	GAMECRAZY X
Serial Number:	78499329	GAME CRAZY
Serial Number:	78499326	G C
Serial Number:	78497243	ASYLUM
Serial Number:	78497231	
Serial Number:	76491326	GAMECRAZY
Serial Number:	78122971	HOLLYWOOD VIDEO
Serial Number:	78610912	GAME VAULT

CORRESPONDENCE DATA

Fax Number: (312)701-7711

TRADEMARK
REEL: 003077 FRAME: 0832

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-701-7237
Email: cdore@mayerbrownrowe.com
Correspondent Name: Christopher Dore
Address Line 1: 190 S. LaSalle ST.
Address Line 2: Mayer Brown Rowe & Maw LLP
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Christopher Dore
Signature:	/Christopher Dore/
Date:	05/04/2005

Total Attachments: 14

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 27, 2005 (this "Agreement"), is made by HOLLYWOOD MANAGEMENT COMPANY, an Oregon corporation (the "Grantor"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, as the U.S. Administrative Agent (together with its successor(s) thereto in such capacity, the "U.S. Administrative Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of April 27, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the U.S. Borrower, the Canadian Borrower, the Lenders, the U.S. Administrative Agent and the Canadian Administrative Agent, the Lenders and the Issuing Banks have extended Commitments to make Advances to the U.S. Borrower and the Canadian Borrower; and;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a U.S. Subsidiary Pledge and Security Agreement, dated as of April 27, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the U.S. Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the U.S. Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the U.S. Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral")

(a) (i) all of its Trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification

marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all Proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the U.S. Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the U.S. Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the U.S. Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the U.S. Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the U.S. Administrative Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the U.S. Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

HOLLYWOOD MANAGEMENT COMPANY

By: 

Name: Page Todd

Title: Executive Vice President and Assistant Secretary

WACHOVIA BANK, NATIONAL ASSOCIATION,
as U.S. Administrative Agent

By: _____

Name:

Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

HOLLYWOOD MANAGEMENT COMPANY

By: _____
Name: Page Todd
Title: Executive Vice President and Assistant Secretary

WACHOVIA BANK, NATIONAL ASSOCIATION,
as U.S. Administrative Agent

By: Ronald F. Bentien Jr.
Name: Ronald F. Bentien, Jr.
Title: Vice President

SCHEDULE I
to Hollywood Management Company
Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.	BRING HOLLYWOOD HOME FOR THE HOLIDAYS	2807642	27-Jan-04
U.S.	GAME CAGE	2911790	14-Dec-04
U.S.	GAME CAGE (AND DESIGN)	2916984	11-Jan-05
U.S.	GAME CRAZY	2178864	04-Aug-98
U.S.	GAME CRAZY X (AND DESIGN)	2839733	11-May-04
U.S.	GIVE THE GIFT OF HOLLYWOOD VIDEO	2511988	27-Nov-01
U.S.	GO HOLLYWOOD FOR THE HOLIDAYS	2793461	16-Dec-03
U.S.	HOLLYWOOD (AND DESIGN)	2544383	05-Mar-02
U.S.	HOLLYWOOD ACCESS PASS	2913965	21-Dec-04
U.S.	HOLLYWOOD ENTERTAINMENT	1935822	14-Nov-95
U.S.	HOLLYWOOD ENTERTAINMENT (AND DESIGN)	2191673	29-Sep-98
U.S.	HOLLYWOOD GAMES	2456663	05-Jun-01
U.S.	HOLLYWOOD GAMES (AND DESIGN)	2511500	27-Nov-01
U.S.	HOLLYWOOD SATELLITE TV (DESIGN)	2745647	5-Aug-03
U.S.	HOLLYWOOD VIDEO	1848749	09-Aug-94
U.S.	HOLLYWOOD VIDEO & GAMES	2387202	19-Sep-00
U.S.	HOLLYWOOD VIDEO (AND DESIGN)	2191674	29-Sep-98
U.S.	HOLLYWOOD VIDEO (AND DESIGN)	2117639	02-Dec-97
U.S.	HOLLYWOOD VIDEO CELEBRITY STATUS	2664074	17-Dec-02
U.S.	HOLLYWOOD VIDEO SUPERSTORE	1814123	28-Dec-93
U.S.	HOLLYWOODVIDEO.COM	2808905	27-Jan-04
U.S.	MOVIE ANATOMY	2894030	19-Oct-04
U.S.	MOVIE MATCHES	2413252	12-Dec-00
U.S.	MOVIEMAP	2293593	16-Nov-99
U.S.	REEL	2263412	20-Jul-99
U.S.	REEL.COM	2719664	27-May-03
U.S.	REEL.COM (AND DESIGN)	2429143	20-Feb-01
U.S.	WELCOME TO HOLLYWOOD	2782153	11-Nov-03
U.S.	WELCOME TO HOLLYWOOD	2835677	27-Apr-04
EU	GAME CRAZY	3189495	15-Nov-04
JP	GAME CRAZY	4774237	28-May-04
EU	GAME CRAZY AND DESIGN	3189461	9-Dec-04

Country	Trademark	Registration No.	Registration Date
JP	GAME CRAZY AND DESIGN	4774236	28-May-04
MX	GAME CRAZY and Design	816784	12-Dec-03
CR	HOLLYWOOD ENTERTAINMENT CORPORATION - HOLLYWOOD VIDEO	118480	18-Feb-00
AR	HOLLYWOOD VIDEO	1640427	04-Aug-97
AU	HOLLYWOOD VIDEO	788962	31-Jan-02
BR	HOLLYWOOD VIDEO	819420549	20-Mar-04
BX	HOLLYWOOD VIDEO	630806	01-Dec-98
BZ	HOLLYWOOD VIDEO	8074	02-Jul-98
CO	HOLLYWOOD VIDEO	205863	19-Feb-98
CZ	HOLLYWOOD VIDEO	221546	27-Dec-99
DK	HOLLYWOOD VIDEO	VR 1997 00090	17-Jan-97
EC	HOLLYWOOD VIDEO	I-1847-97	15-Dec-97
EC	HOLLYWOOD VIDEO	I-8722-2003	15-Jul-03
EC	HOLLYWOOD VIDEO	I-8723-2003	15-Jul-03
EC	HOLLYWOOD VIDEO	I-8721-2003	15-Jul-03
EU	HOLLYWOOD VIDEO	1149350	18-Feb-02
GB	HOLLYWOOD VIDEO	2102713A	25-Apr-97
GR	HOLLYWOOD VIDEO	130025	17-Nov-98
GT	HOLLYWOOD VIDEO	98223	27-Jul-03
GT	HOLLYWOOD VIDEO (COMMERCIAL NAME)	9945	27-Jul-99
HK	HOLLYWOOD VIDEO	1999B15911	12-Oct-99
HN	HOLLYWOOD VIDEO	4003	31-Jan-97
IE	HOLLYWOOD VIDEO	204508	10-Jun-99
IL	HOLLYWOOD VIDEO	111338	07-Jan-99
IL	HOLLYWOOD VIDEO	119142	07-Sep-99
KE	HOLLYWOOD VIDEO	1525	06-Oct-98
LB	HOLLYWOOD VIDEO	73850	11-Oct-97
MA	HOLLYWOOD VIDEO	63788	01-Sep-97
MX	HOLLYWOOD VIDEO	561630	30-Oct-03
NI	HOLLYWOOD VIDEO	33094	07-Jan-97
NZ	HOLLYWOOD VIDEO	666580	17-Apr-03
NZ	HOLLYWOOD VIDEO	666579	17-Apr-03
NZ	HOLLYWOOD VIDEO	666581	17-Apr-03
NZ	HOLLYWOOD VIDEO	263877	08-Sep-98
PA	HOLLYWOOD VIDEO	82362	14-Apr-98
PH	HOLLYWOOD VIDEO	4-1997-124241	04-Apr-02
PL	HOLLYWOOD VIDEO	111321	24-May-99
PR	HOLLYWOOD VIDEO	8265	30-Apr-00
PT	HOLLYWOOD VIDEO	318735	05-May-97
PY	HOLLYWOOD VIDEO	253373	12-Dec-02

Country	Trademark	Registration No.	Registration Date
SG	HOLLYWOOD VIDEO	99/09260H	25-Aug-99
TA	HOLLYWOOD VIDEO	12395	04-Sep-97
TN	HOLLYWOOD VIDEO	EE970785	16-May-97
UY	HOLLYWOOD VIDEO	288414	28-Mar-00
VN	HOLLYWOOD VIDEO	30092	11-Mar-99
VN	HOLLYWOOD VIDEO	57167	17-Sep-04
ZW	HOLLYWOOD VIDEO	616/97	28-Dec-98
IL	HOLLYWOOD VIDEO & Design	119143	07-Sep-99
GT	HOLLYWOOD VIDEO & Design (Commercial Name)	9946	27-Jul-99
AT	HOLLYWOOD VIDEO and Contoured Mountain Design	212.132	10-Sep-03
AU	HOLLYWOOD VIDEO and Contoured Mountain Design	919347	22-Jan-04
BO	HOLLYWOOD VIDEO and Contoured Mountain Design	68680C	9-Nov-98
BX	HOLLYWOOD VIDEO and Contoured Mountain Design	733366	01-Nov-03
CH	HOLLYWOOD VIDEO and Contoured Mountain Design	507886	27-Feb-03
CO	HOLLYWOOD VIDEO and Contoured Mountain Design	277630	14-Oct-03
CZ	HOLLYWOOD VIDEO and Contoured Mountain Design	258851	27-Nov-03
DE	HOLLYWOOD VIDEO and Contoured Mountain Design	30225848	19-May-03
EC	HOLLYWOOD VIDEO AND CONTOURED MOUNTAIN DESIGN	I-8725-2003	15-Jul-03
EC	HOLLYWOOD VIDEO AND CONTOURED MOUNTAIN DESIGN	I-8726-2003	15-Jul-03
EC	HOLLYWOOD VIDEO AND CONTOURED MOUNTAIN DESIGN	I-8724-2003	15-Jul-03
HK	HOLLYWOOD VIDEO AND CONTOURED MOUNTAIN DESIGN	300181764	06-Apr-04
IS	HOLLYWOOD VIDEO AND CONTOURED MOUNTAIN DESIGN	267/2003	02-Apr-03
JO	HOLLYWOOD VIDEO AND CONTOURED MOUNTAIN DESIGN	69775	18-Nov-03
JO	HOLLYWOOD VIDEO AND CONTOURED MOUNTAIN DESIGN	70863	05-Feb-04
JO	HOLLYWOOD VIDEO AND CONTOURED MOUNTAIN DESIGN	69776	18-Nov-03
JP	HOLLYWOOD VIDEO AND CONTOURED MOUNTAIN DESIGN	4724602	07-Nov-03
KR	HOLLYWOOD VIDEO AND CONTOURED MOUNTAIN DESIGN	96867	09-Feb-04

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
LI	HOLLYWOOD VIDEO AND CONTOURED MOUNTAIN DESIGN	12675	10-Oct-02
MA	HOLLYWOOD VIDEO AND CONTOURED MOUNTAIN DESIGN	83550	15-Oct-02
MX	HOLLYWOOD VIDEO AND CONTOURED MOUNTAIN DESIGN	766489	31-Oct-02
MX	HOLLYWOOD VIDEO AND CONTOURED MOUNTAIN DESIGN	784703	25-Mar-03
NO	HOLLYWOOD VIDEO AND CONTOURED MOUNTAIN DESIGN	219287	12-Jun-03
NZ	HOLLYWOOD VIDEO AND CONTOURED MOUNTAIN DESIGN	666576	03-Mar-03
NZ	HOLLYWOOD VIDEO AND CONTOURED MOUNTAIN DESIGN	666577	03-Mar-03
NZ	HOLLYWOOD VIDEO AND CONTOURED MOUNTAIN DESIGN	666578	03-Mar-03
PY	HOLLYWOOD VIDEO AND CONTOURED MOUNTAIN DESIGN	259031	07-Jul-03
PY	HOLLYWOOD VIDEO AND CONTOURED MOUNTAIN DESIGN	259046	07-Jul-03
PY	HOLLYWOOD VIDEO AND CONTOURED MOUNTAIN DESIGN	259042	07-Jul-03
RO	HOLLYWOOD VIDEO AND CONTOURED MOUNTAIN DESIGN	59331	22-Jun-04
SE	HOLLYWOOD VIDEO AND CONTOURED MOUNTAIN DESIGN	362120	18-Jul-03
TW	HOLLYWOOD VIDEO AND CONTOURED MOUNTAIN DESIGN	189107	01-Nov-03
TW	HOLLYWOOD VIDEO AND CONTOURED MOUNTAIN DESIGN	189011	01-Nov-03
TW	HOLLYWOOD VIDEO AND CONTOURED MOUNTAIN DESIGN	189082	16-Mar-04
VN	HOLLYWOOD VIDEO AND CONTOURED MOUNTAIN DESIGN	57166	17-Sep-04
CL	HOLLYWOOD VIDEO AND MARQUIS DESIGN	566.239	26-Feb-90
AR	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	1634492	02-Jun-97
AT	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	165951	28-Aug-96
AU	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	716441	08-Jan-98
BO	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	68680-C	09-Nov-98
BX	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	630805	01-Dec-98

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
BZ	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	8075	02-Jul-98
CH	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	438291	14-Apr-97
CL	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	582.630	16-Nov-00
CO	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	199332	22-Jul-97
CZ	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	206923	27-Jan-98
DE	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	39630977	11-Sep-96
DK	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	VR 1996 06875	13-Dec-96
EC	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	I-074-98	16-Jan-98
EE	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	31241	08-Jun-00
EG	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	110220	15-Oct-02
EU	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	1167865	15-May-02
FI	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	211656	30-Oct-98
GB	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	2102713B	25-Apr-97
GR	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	130026	17-Nov-98
GT	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	98221	27-Jul-99
HK	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	B6734/1999	03-Jun-99
HN	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	3997	31-Jan-97
IE	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	202296	15-Dec-98
IL	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	111339	07-Jan-99
IS	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	1212/1997	08-Sep-97
JO	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	53240	09-May-00
JP	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	4117395	20-Feb-98
KE	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	1524	21-Jul-04

Country	Trademark	Registration No.	Registration Date
KR	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	55704	21-Jul-99
LB	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	73851	11-Oct-97
LT	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	34734	31-Aug-99
LV	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	M40953	20-Jun-98
MA	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	63787	01-Sep-97
MX	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	599434	29-Jan-99
MY	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	97/18787	08-Jul-03
NI	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	33095	07-Jan-97
NO	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	186364	13-Nov-97
NZ	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	263878	08-Sep-98
PL	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	111502	28-May-99
PT	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	318736	07-May-97
PY	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	201145	17-Mar-98
RO	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	28321	24-Dec-96
SE	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	326008	16-Jan-98
SG	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	T99/09259D	25-Aug-99
SV	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	0072	16-Mar-98
TA	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	12396	04-Sep-97
TH	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	SM7967	09-Aug-97
TN	HOLLYWOOD VIDEO and Spotlight/Mountain Design	EE970786	16-May-97
TW	HOLLYWOOD VIDEO and Spotlight/Mountain Design	108372	01-Apr-99
UA	HOLLYWOOD VIDEO and Spotlight/Mountain Design	28377	16-Dec-02
UY	HOLLYWOOD VIDEO and Spotlight/Mountain Design	288415	20-Aug-97
VN	HOLLYWOOD VIDEO and Spotlight/Mountain Design	30093	11-Mar-99

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ZA	HOLLYWOOD VIDEO and Spotlight/Mountain Design	96/03968	09-Mar-99
ZW	HOLLYWOOD VIDEO and Spotlight/Mountain Design	617/97	28-Dec-98
CN	HOLLYWOOD VIDEO DESIGN (Without Words)	1117702	07-Oct-97
CR	HOLLYWOOD VIDEO DESIGN (Without Words)	110358	03-Dec-98
EU	HOLLYWOODVIDEO.COM	1289198	06-Oct-03
CN	HOLLYWOOD VIDEO DESIGN	3137074	28-May-04
CN	HOLLYWOOD VIDEO DESIGN	3137073	28-May-04
CN	HOLLYWOOD VIDEO DESIGN	3137071	28-May-04
EU	INTERNET HOLLYWOOD	1335355	31-May-02
EU	MOVIE ANATOMY	1463462	22-Aug-01
CA	REEL.COM	TMA565800	14-Aug-02
EU	REEL.COM	1061910	18-May-01
JP	REEL.COM	4386750	26-May-00
MX	REEL.COM	635948	10-Dec-99
MX	REEL.COM	633869	25-Nov-99
AR	WANT ENTERTAINMENT! GO TO HOLLYWOOD	1651932	28-Nov-97

Registered State Trademarks

<u>State</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
WASHINGTON	HOLLYWOOD VIDEO	20864	16-Sep-91

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>App No</u>	<u>App Date</u>
U.S.	GAME CRAZY X (AND DESIGN)	76/491326	21-Feb-03
U.S.	GAME CRAZY X (AND DESIGN)	76/484306	23-Jan-03
U.S.	GAME VAULT	76/610921	18-Apr-05
U.S.	HOLLYWOOD ON DEMAND	78548151	14-Jan-05
U.S.	HOLLYWOOD VIDEO ACCESS PASS	78/300397	15-Sep-03
U.S.	HOLLYWOOD VIDEO (AND CONTOURED MOUNTAIN DESIGN)	78/122971	19-Apr-02
U.S.	REEL.COM	78/350110	09-Jan-04
U.S.	WE ARE HOLLYWOOD. WE ARE ENTERTAINMENT.	78/119754	05-Apr-02
U.S.	ASYLUM	78/497243	08-Oct-04
U.S.	(ASYLUM LOGO)	78/497231	08-Oct-04
U.S.	GC AND DESIGN	78/499326	13-Oct-04
U.S.	GAME CRAZY	78/499329	13-Oct-04
U.S.	MOVIE VALUE PASS MVP (AND DESIGN)	78/506396	26-Oct-04
U.S.	MOVIE VALUE PASS MVP (AND DESIGN)	78/517619	16-Nov-04
U.S.	MVP	78/506383	26-Oct-04
U.S.	MVP	78/517608	16-Nov-04

<u>Country</u>	<u>Trademark</u>	<u>App No</u>	<u>App Date</u>
U.S.	WE UNDERSTAND.	78/516879	15-Nov-04
CA	GAME CRAZY	1185414	23-Jul-03
MX	GAME CRAZY	591855	11-Mar-03
MX	GAME CRAZY	591857	11-Mar-03
MX	GAME CRAZY	591856	11-Mar-03
CA	GAME CRAZY AND DESIGN	11854413	23-Jul-03
MX	GAME CRAZY AND DESIGN	591852	11-Mar-03
MX	GAME CRAZY AND DESIGN	591854	11-Mar-03
EU	HOLLYWOOD DVD	1973395	27-Nov-00
AE	HOLLYWOOD VIDEO	22656	15-Jul-97
EG	HOLLYWOOD VIDEO	110219	07-Oct-97
HK	HOLLYWOOD VIDEO	200215579A A	04-Apr-03
MY	HOLLYWOOD VIDEO	97/18500	01-Dec-97
MY	HOLLYWOOD VIDEO	98/02311	27-Feb-98
MY	HOLLYWOOD VIDEO	98/02314	27-Feb-98
SV	HOLLYWOOD VIDEO	01199600274 3	27-Jun-96
AR	HOLLYWOOD VIDEO AND CONTOURED MOUNTAIN DESIGN	2.379.047	19-Jun-02
AR	HOLLYWOOD VIDEO AND CONTOURED MOUNTAIN DESIGN	2.379.047	19-Jun-02
AR	HOLLYWOOD VIDEO AND CONTOURED MOUNTAIN DESIGN	2.379.046	19-Jun-02
AR	HOLLYWOOD VIDEO AND CONTOURED MOUNTAIN DESIGN	2.379.045	19-Jun-02
BO	HOLLYWOOD VIDEO AND CONTOURED MOUNTAIN DESIGN	0681882	13-Aug-02
BO	HOLLYWOOD VIDEO AND CONTOURED MOUNTAIN DESIGN	0681881	13-Aug-02
CO	HOLLYWOOD VIDEO AND CONTOURED MOUNTAIN DESIGN	02.094.179	18-Oct-02
CO	HOLLYWOOD VIDEO AND CONTOURED MOUNTAIN DESIGN	02.094.175	18-Oct-02
MX	HOLLYWOOD VIDEO AND CONTOURED MOUNTAIN DESIGN	553653	26-Jun-02
AE	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	22657	15-Jul-97
BR	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	819420557	14-Aug-96
IN	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	903897	16-Feb-00
MY	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	98/02312	27-Feb-98

<u>Country</u>	<u>Trademark</u>	<u>App No</u>	<u>App Date</u>
MY	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	98/02313	27-Feb-98
PH	HOLLYWOOD VIDEO AND SPOTLIGHT/MOUNTAIN DESIGN	4-2000-01135	16-Feb-00

Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
None.				

Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
None.					

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