

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
H.O.P. California Entertainment, LLC		10/12/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	NewStar Business Credit, LLC		
Street Address:	8080 North Central Expressway		
Internal Address:	Suite 800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75206		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2340062		
CORRESPONDENCE DATA			
Fax Number:	(804)344-7999		
Phone:	804-788-8523		
Email:	HWITM@hunton.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Edward T. White-Hunton & Williams LLP		
Address Line 1:	951 East Byrd Street		
Address Line 2:	Riverfront Plaza - East Tower		
Address Line 4:	Richmond, VIRGINIA 23219-7074		
ATTORNEY DOCKET NUMBER:	73306.22		
NAME OF SUBMITTER:	Edward T. White		

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**TRADEMARK
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Signature:	/Edward T. White/
Date:	11/08/2011
Total Attachments: 4 source=HOP California Entertainment#page1.tif source=HOP California Entertainment#page2.tif source=HOP California Entertainment#page3.tif source=HOP California Entertainment#page4.tif	

TRADEMARK SECURITY AGREEMENT

October 12, 2011

WHEREAS, H.O.P. California Entertainment, LLC ("Grantor"), owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, certain affiliates of Grantor, the lenders party thereto and NewStar Business Credit, LLC, as administrative agent ("Secured Party") have entered into that certain Loan and Security Agreement dated October 12, 2011 (as the same may be amended and in effect from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Grantor; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Proprietary Rights (as defined in the Loan Agreement), which includes all trademarks, trademark registrations, trademark applications and trademark licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each trademark, trademark registration and trademark application, including, without limitation, the trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

(2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each trademark license referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

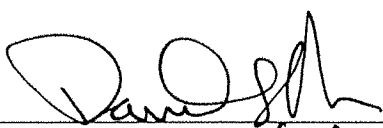
This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date set forth above.

Acknowledged:

GRANTOR:

H.O.P. CALIFORNIA ENTERTAINMENT,
LLC

By: 
Name: David S. Rosen
Title: CEO / Mgr.

SECURED PARTY:

NEWSTAR BUSINESS CREDIT, LLC, as
administrative agent

By: _____
Name: Greg Gentry
Title: Senior Vice President

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date set forth above.

Acknowledged:

GRANTOR:

H.O.P. CALIFORNIA ENTERTAINMENT,
LLC

By: _____
Name: _____
Title: _____

SECURED PARTY:

NEWSTAR BUSINESS CREDIT, LLC, as
administrative agent

By:  _____
Name: Greg Gentry
Title: Senior Vice President

Schedule 1
to Trademark
Security Agreement

Reg. No.	Reg. Date	Mark	Owner	Depiction
2340062	4-11-00	"Swirl Design" Logo	H.O.P. California Entertainment, LLC	