

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Southtrust Bank		08/31/2004	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Lauren Investment Holdings		
Street Address:	Wickham Cay I Road Town		
Internal Address:	Vanterpool Plaza, 2nd Floor		
City:	Tortola		
State/Country:	BRITISH VIRGIN ISLANDS		
Entity Type:	CORPORATION: BRITISH VIRGIN ISLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	74388819	PLANET HOLLYWOOD	
CORRESPONDENCE DATA			
Fax Number:	4073527310		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4079035505		
Email:	mmcintosh@planethollywoodintl.com		
Correspondent Name:	Martha H. McIntosh		
Address Line 1:	4700 Millenia Blvd		
Address Line 2:	Suite 400		
Address Line 4:	Orlando, FLORIDA 32839		
DOMESTIC REPRESENTATIVE			
Name:	David J. Rosenberg		
Address Line 1:	7685 Debeaubien Drive		
Address Line 4:	Orlando, FLORIDA 32835		

NAME OF SUBMITTER:	Martha H. McIntosh
Signature:	/Martha H. McIntosh/
Date:	11/19/2012
Total Attachments: 9 source=Southrust Assignment to of Security Interest to Holst - PH Copyright & TM#page1.tif source=Southrust Assignment to of Security Interest to Holst - PH Copyright & TM#page2.tif source=Southrust Assignment to of Security Interest to Holst - PH Copyright & TM#page3.tif source=Southrust Assignment to of Security Interest to Holst - PH Copyright & TM#page4.tif source=Southrust Assignment to of Security Interest to Holst - PH Copyright & TM#page5.tif source=Southrust Assignment to of Security Interest to Holst - PH Copyright & TM#page6.tif source=Southrust Assignment to of Security Interest to Holst - PH Copyright & TM#page7.tif source=Southrust Assignment to of Security Interest to Holst - PH Copyright & TM#page8.tif source=Southrust Assignment to of Security Interest to Holst - PH Copyright & TM#page9.tif	

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor (Last Name First if an Individual) PLANET HOLLYWOOD INTERNATIONAL, INC.		1a. Date of Birth or FEI#
1b. Mailing Address 8669 COMMODITY CIRCLE	1c. City, State ORLANDO, FL	1d. Zip Code 32819
2. Additional Debtor or Trade Name (Last Name First if an Individual)		2a. Date of Birth or FEI#
2b. Mailing Address	2c. City, State	
3. Secured Party (Last Name First if an Individual) SOUTHTRUST BANK		
3a. Mailing Address 135 WEST CENTRAL BOULEVARD, SUITE 1225	1c. City, State ORLANDO, FL	1d. Zip Code 32801
4. Assignee of Secured Party (Last Name First if an Individual)		
4a. Mailing Address	4b. City, State	
5. This Financing Statement covers the following types or items or property [Include description of real property on which located and owner of record when required. If more space is required, attach additional sheet(s)]. This financing statement covers, without limitation, all tangible and intangible property of the Debtor, including all of the Debtor's right, title and interest in and to all accounts, contract rights, documents, chattel paper, books and records, equipment, fixtures, general intangibles, patents, trademarks, copyrights, computer software, deposit accounts, tax refunds, inventory, letters of credit, instruments, investment property, financial assets, securities entitlements and securities wherever located and whether now or hereafter existing and whether now owned or hereafter acquired of every kind and description, as more fully described in <u>Schedule A</u> attached hereto and made a part hereof. This financing statement, and the rights and priorities of certain secured parties (including the Secured Party hereto) with respect to the Collateral, are subject to that certain Intercreditor and Subordination Agreement dated as of May 8, 2000, as amended pursuant to that certain Amendment No. 1, dated as of March <u>28</u> , 2001, by and among the Debtor, the Secured Party, The CIT Group/Business Credit, Inc., Wilmington Trust Company, and United States Trust Company of New York. Filed with: Florida Secretary of State <div style="text-align: right;">200100071606--4 -04/02/01--01093--012 ***120.00</div>		
6. Check only if Applicable:	<input checked="" type="checkbox"/> Products of collateral are also covered.	<input checked="" type="checkbox"/> Proceeds of collateral are also covered. <input type="checkbox"/> Debtor is transmitting utility.
7. Check appropriate box: (One box must be marked)	<input type="checkbox"/> All documentary stamp taxes due and payable or to become due and payable pursuant to s.201.22 F.S., have been paid. <input checked="" type="checkbox"/> Florida Documentary Stamp Tax is not required.	
8. In accordance with s.679.402(2), F.S., this statement is filed without the Debtor's signature to perfect a security interest in collateral: <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state or debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected. <input type="checkbox"/> as to which the filing has lapsed. Dated filed _____ and previous UCC-1 file number _____ <input type="checkbox"/> acquired after a change of name, identify, or corporate structure of the debtor.	9. Number of additional sheets presented: <u>5</u>	
10. Signature(s) of Debtor(s) PLANET HOLLYWOOD INTERNATIONAL, INC. BY: <u>Mark Helm</u> Mark Helm, Vice President		This Space for Use of Filing Officer <div style="text-align: center;">FILED 01 APR -2 PM 12:06 SECRETARY OF STATE TALLAHASSEE, FLORIDA</div> <u>YMD 4/2</u>
11. Signature(s) of Secured Party or if Assigned, by Assignee(s) SOUTHTRUST BANK BY: <u>Todd H. Brown</u> ITS: <u>Group Vice President</u>		
12. Return Copy to: RICHARD A. RODGERS, ESQ. Name GRAY, HARRIS & ROBINSON, P.A. Address 301 E. PINE STREET Address SUITE 1400 City, State, Zip ORLANDO, FL 32801		

SCHEDULE A
to UCC-1 Financing Statement

The rights and priorities of certain parties with respect to the below-described Collateral are subject to that certain Intercreditor and Subordination Agreement dated May 8, 2000, as amended by that certain Amendment No. 1 to Intercreditor and Subordination Agreement, dated as of March 28, 2001 (as amended, the "Intercreditor Agreement"), by and among the Debtor, the Secured Party, The CIT Group/Business Credit, Inc., for itself and as agent, Wilmington Trust Company, as agent ("Wilmington") and United States Trust Company of New York, as trustee ("US Trust"), such that the rights and priority of the Secured Party under this financing statement with respect to the Collateral are superior to and have priority over the rights to the Collateral as described in UCC-1 financing statements previously filed against the Debtor by Wilmington and US Trust. The Intercreditor Agreement provides that the UCC-1 financing statements previously filed by Wilmington Trust and US Trust, and the rights of such secured parties with respect to the Collateral, are subordinate to this filing and to the rights of the Secured Party contained herein, irrespective of the times and dates such financing statements were filed, order of perfection, or manner of perfection under the Uniform Commercial Code and/or applicable state statutory or regulatory provisions for perfection of security interests.

This Financing Statement covers the following types (or items) of property:

All personal property and fixtures of the Debtor, wherever located and whether now or hereafter existing and whether now owned or hereafter acquired, of every kind and description, tangible or intangible (collectively, the "Collateral"), including, without limitation, all of the Debtor's right, title and interest in and to the following:

(a) all equipment of any kind including, without limitation, all furniture, fixtures and machinery, wherever located and whether now or hereafter existing and whether now owned or hereafter acquired, together with all substitutes, replacements, accessions and additions thereto, and all tools, parts, accessories and attachments used in connection therewith (hereinafter collectively referred to as the "Equipment");

(b) (i) all inventory of any kind, wherever located and whether now or hereafter existing and whether now owned or hereafter acquired (including, without limitation, all types of goods, property and other assets, raw, in process and finished, and all other inventory, merchandise, goods and other tangible personal property that are held for sale or lease by the Debtor), all materials used or consumed in the business of the Debtor, goods returned to or repossessed by the Debtor, and goods in which the Debtor has an interest in mass or a joint or other interest or right of any kind (including consigned goods or goods being processed), all accessions thereto and products thereof and all packing and shipping materials (hereinafter collectively referred to as the "Inventory");

(ii) (A) all memorabilia, collectibles, souvenirs, keepsakes or any other tangible personal property owned by the Debtor the market value of which is to any extent derived from any association with (1) a celebrity, entertainer, athlete or any other Person reasonably understood to be a celebrity, entertainer or athlete, or (2) any motion picture, television program, series of television programs or sports or entertainment event, (B) all memorabilia, collectibles, souvenirs or keepsakes recognized as such by the Secured Party, to or in which the Debtor has a right of ownership, and (C) all copyrights and other intellectual property with respect thereto, and all reproduction, display and other exploitative merchandising rights in any and all media (hereinafter collectively referred to as the "Memorabilia");

(c) (i) all accounts, contract rights, chattel paper, instruments, documents, general intangibles and other obligations of any kind, whether now or hereafter existing and whether now owned or hereafter acquired, arising out of or in connection with the sale or lease of goods or any of the foregoing Collateral (including, without limitation, the Memorabilia) or the rendering of services or otherwise; and (ii) all rights now or hereafter existing in and to all credit insurance, guaranties, letters of credit, security agreements, leases and other contracts now or hereafter existing and securing or otherwise relating to any such accounts, contract rights, chattel paper, instruments, general intangibles or obligations (any and all such accounts, contract rights, chattel paper, instruments, general intangibles and obligations being hereinafter referred to collectively as the "Receivables," and any and all such credit insurance, guaranties, letters of credit, security agreements, leases and other contracts being hereinafter referred to collectively as the "Related Contracts");

(d) (i) all trademarks, service marks, trade names, business names, trade dress, trade styles, designs, logos and other source or business identifiers and all general intangibles of like nature, now or hereafter owned, adopted, acquired or used by the Debtors, all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, of any state thereof or of any other country or of any political subdivision thereof), and all reissues, extensions or renewals thereof, together with all goodwill of the business symbolized by such marks and all customer lists, formulae and other records of the Debtor relating to the distribution of products and services in connection with which any of such marks are used, and all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past and future infringements or dilutions thereof and the right to sue for past, present and future infringements and dilutions thereof (hereinafter referred to collectively as the "Trademarks"), and (ii) all licenses, contracts or other agreements, whether written or oral, naming the Debtor as licensor or licensee and providing for the grant of any right to use any Trademark together with any goodwill connected with and symbolized by any such trademark licenses or agreements and the right to prepare for sale and sell any and all Inventory or Memorabilia

now or hereafter owned by the Debtor and now or hereafter covered by such licenses (hereinafter referred to collectively as the "Trademark Licenses");

(e) (i) all letters patent, design patents and utility patents, and all copyrights, inventions, trade secrets, proprietary information and technology, know-how, formulae and other general intangibles of like nature, now existing or hereafter acquired, all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States or of any other country or of any political subdivision thereof), and all reissues, divisions, continuations, continuations in part and extensions or renewals thereof (hereinafter referred to collectively as the "Patents"), and (ii) all licenses, contracts or other agreements, whether written or oral, naming the Debtor as licensee or licensor and providing for the grant of any right to manufacture, use or sell any invention covered by any patent (hereinafter referred to collectively as the "Patent Licenses");

(f) (i) all domestic and foreign copyrights, including, without limitation, all copyright rights throughout the world (whether now or hereafter arising) in any and all media (whether now or hereafter developed), in and to all original works of authorship fixed in any tangible medium of expression, acquired or used by the Debtor, all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Copyright Office or in any similar office or agency of the United States or any other country or any political subdivision thereof), and all reissues, divisions, continuations, continuations in part and extensions or renewals thereof (hereinafter referred to collectively as the "Copyrights"), and (ii) all licenses, contracts or other agreements, whether written or oral, naming the Debtor as licensee or licensor and providing for the grant of any right to use or sell any works covered by any copyright (hereinafter referred to collectively as the "Copyright Licenses" and together with the Trademark Licenses and the Patent Licenses, the "Licenses");

(g) (i) all moneys, securities and other property, and the Proceeds thereof, now or hereafter held or received by, or in transit to, the Secured Party from or for the Debtor, whether for safekeeping, pledge, custody, transmission, collection or otherwise, and all of the Debtor's claims against the Secured Party at any time existing; (ii) all rights relating to the sale or other transfer of property to, or the construction, renovation or other improvement of property by or for, the Debtor; (iii) all rights, interests, choses in action, causes of actions, claims and all other intangible property of every kind and nature, in each instance whether now owned or hereafter acquired by the Debtor, including, without limitation, all corporate and other business records, all loans, royalties, and all other forms of obligations receivable whatsoever (other than Receivables); (iv) all computer programs, software, printouts and other computer materials, customer lists, credit files, correspondence and advertising materials; (v) all customer and supplier contracts, sale orders, rights under license and franchise agreements, and other contracts and contract rights; (vi) all interests in partnerships and joint ventures, including all moneys due from time to time in respect thereof; (vii) all federal, state and local tax refunds and federal, state and local tax refund claims; (viii) all right, title and interest under leases, subleases,

licenses and concessions and other agreements relating to personal property, including all moneys due from time to time in respect thereof; (ix) all payments due or made to the Debtor in connection with any requisition, confiscation, condemnation, seizure or forfeiture of any property by any Person, Governmental Authority or regulatory body; (x) the letter of credit cash collateral account maintained by the Secured Party, any depository cash concentration account or other deposit accounts (general or special) maintained by the Debtor and/or the Secured Party with any bank or other financial institution; (xi) all credits with and other claims against third parties (including carriers and shippers) (other than Receivables); (xii) all rights to indemnification; (xiii) all reversionary interests in pension and profit sharing plans and reversionary, beneficial and residual interests in trusts; (xiv) all letters of credit, guaranties, liens, security interests and other security held by or granted to the Debtor; (xv) all instruments, files, records, ledger sheets and documents covering or relating to any of the Collateral; and (xvi) all general intangibles, whether or not similar to the foregoing, in each instance, however and wherever arising, including, without limitation, material contracts of the Debtor;

(h) all books and records of the Debtor relating to any of the foregoing Collateral, including, without limitation, (i) all customer contracts, sale orders, minute books, ledgers, records, computer programs, software, printouts and other computer materials, customer lists, credit files, correspondence and advertising materials, in each case indicating, summarizing or evidencing any of the Collateral, and (ii) all of the Debtor's right, title and interest in and under any purchase agreements, bills of sale, invoices or similar documents in respect of any of the Memorabilia, as such documents may be amended or otherwise modified from time to time (hereinafter collectively referred to as the "Purchase Agreements"), and any provenance with respect to any of the Memorabilia; and

(i) all Proceeds of any and all of the foregoing Collateral (including, without limitation, (i) damages and payments for past or future infringements of the Trademarks, the Patents, or the Copyrights, (ii) the right to sue for past, present and future infringements of the Trademarks, the Patents or the Copyrights, (iii) all of the Debtor's right, title and interest in and to all policies of insurance covering any Collateral, including, without limitation, the Memorabilia, and (iv) to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof) and any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral, including, without limitation, the Memorabilia, in each case howsoever the Debtor's interest therein may arise or appear (whether by ownership, security interest, claim or otherwise)).

As used in this Schedule A, capitalized terms used herein without definition have the meanings specified in Article 9 of the Uniform Commercial Code currently in effect in the State of New York (the "Code"), and the following terms have the following meanings:

"Governmental Authority" shall mean any nation or government, any federal, state, city, town, municipality, county, local or other political subdivision thereof or thereto and any department, commission, board, bureau, instrumentality, agency or other entity

exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Person" means and includes an individual, a partnership, a corporation, a limited liability company, a business trust, a joint stock company, a trust, an unincorporated association, a joint venture, a governmental subdivision, agency or authority or any other entity of any nature.

"Proceeds" has the meaning assigned to it under the Code and, in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Debtor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency or any other Person (whether or not acting under color of Governmental Authority) and (iii) any and all other monies or other property from time to time paid or payable or distributed or distributable under or in connection with any of the Collateral.

FAUSR\IPST\IGLTZ\PLANET\New Money\UCCs\Collateral Description v2.wpd



FLORIDA SECURED TRANSACTION REGISTRY



FLORIDA BANKERS ASSOCIATION

Filing History

Filing History/Filing Events For: 200100071606



Filing History				
DOCUMENT NUMBER	TYPE	DATE	PAGES	ACTIONS
200407786250	UCC3	08/31/2004	1	2
1) Add a secured	LAUREN INVESTMENTS HOLDINGS, LIMITED, AS TRUSTEE OF THE HOIST TRUST U/A/D 9 C/O 7598 SAND LAKE ROAD ORLANDO FL 32819			
2) Remove a secured	SOUTHTRUST BANK 135 W CENTRAL BLVD, SUITE 1225 ORLANDO FL 32801			

TRADEMARK

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

Michael E. Neukamm, Esq.; 407-843-8880

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

CSC 867180-09
P.O. Box 5828
Tallahassee, FL 32314
(800) 342-8086

FLORIDA SECURED TRANSACTION REGISTRY

FILED

2004 Aug 31 AM 12:00

***** 200407786250 *****

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

#200100071606; 4/2/2001

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the

☐ REAL ESTATE RECORDS

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified is terminated with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☒ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.

☐ DELETE name: Give record name to be deleted in item 6a or 6b.

☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME SouthTrust Bank			
OR 6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME Lauren Investments Holdings, Limited, as Trustee of the Holst Trust w/d 9/10/99			
OR 7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS c/o 7598 Sand Lake Road	CITY Orlando	STATE FL	POSTAL CODE 32819	COUNTRY USA
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7d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE
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8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (Name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME SouthTrust Bank			
OR 9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

OPTIONAL FILER REFERENCE DATA.

Debtor/ Planet Hollywood International, Inc.
Filed with: Florida Secured Transaction Registry

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) REV. 07/29/98)