

01-23-2003



Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings → → → ▼ ▼ ▼ ▼ ▼

RECORDATION 102344484  
**TRADEMARKS ONLY**

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

1-23-03

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Hollywood Entertainment Corporation\*

- Individual(s)
- General Partnership
- Corporation-State
- Other Oregon
- 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: 01/16/2003

2. Name and address of receiving party(ies)

Name: UBS AG, Stamford Branch, as Admini\*

Internal  
Address:

Street Address: 677 Washington Boulevard

City: Stamford State: CT Zip: 06901

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other A banking corporation organized\*

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) \_\_\_\_\_  
See Attached Schedule I

B. Trademark Registration No.(s) \_\_\_\_\_  
See Attached Schedule I

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

6. Total number of applications and registrations involved: ..... 54

**RETURN TO:**  
**FEDERAL RESEARCH CORP**  
**1030 15<sup>th</sup> STREET NW**  
**SUITE 920**  
**WASHINGTON DC 20005**

7. Total fee (37 CFR 3.41).....\$ 1,365.<sup>00</sup>

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Vital Saleme  
~~Amole Ogowewa~~

Name of Person Signing

Signature

01/17/2003

Date

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

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

01/24/2003 6TON11 00000030 76093951

01 FC:8521 40.00 OP  
02 FC:8522 1325.00 OP

**TRADEMARK**  
**REEL: 002653 FRAME: 0318**

**Additional name(s) of Conveying Party(ies):**

<b><u>Name</u></b>	<b><u>Type of Organization</u></b>	<b><u>State of Organization</u></b>
Hollywood Management Company 9275 SW Peyton Lane Wilsonville, OR 97070	Corporation	Oregon

**Additional name(s) of Receiving Party (ies):**

<b><u>Name</u></b>	<b><u>Type of Organization</u></b>	<b><u>State of Organization</u></b>
UBS AG, Stamford Branch, as Administrative Agent 677 Washington Boulevard Stamford, CT 06901	Corporation	A banking corporation organized under the laws of Switzerland

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Hollywood Entertainment Corporation**

<b>Mark</b>	<b>Status</b>	<b>Reg. or App. No.</b>	<b>Reg. or Filing Date</b>
HOLLYWOOD ON DEMAND	Pending	76/093,951	07/21/00
THE ANATOMY OF A MOVIE	Registered	2,412,735	12/20/00
STARWORX VIDEO	Registered	1,966,596	4/9/96
HOLLYWOOD FILM LIBRARY	Pending	76/003,589	3/16/00
HOLLYWOOD ARCADE	Pending	75/420,243	1/20/98
HOLLYWOODVIDEO.COM	Pending	75/650,881	2/23/99
HOLLYWOODGAMES.COM	Pending	75/643,663	2/19/99
INTERNET HOLLYWOOD	Pending	75/673,186	4/1/99
INTERNETHOLLYWOOD.NET	Pending	75/673,188	4/1/99
WELCOME TO HOLLYWOOD	Pending	75/752,185	7/14/99
STUDIO BACKLOT SALE	Pending	76/045,724	4/24/00
HOLLYWOOD HORROR MONTH	Pending	75/931,433	2/29/00
GIVE THE GIFT OF HOLLYWOOD VIDEO	Registered	2,511,988	11/27/01
HOLLYWOOD VIDEO CELEBRITY STATUS	Registered	2,664,074	12/17/02
HOLLYWOOD GAMES & Design	Registered	2,511,500	11/27/01
HOLLYWOOD VIDEO CELEBRITY STATUS PLATINUM PROGRAM	Pending	76/110,217	8/15/00
MOVIE COMPASS	Pending	76/034,589	4/24/00
HOLLYWOOD DVD	Pending	76/058,207	5/26/00
DVD HOLLYWOOD	Pending	76/058,208	5/26/00
REEL BUCKS	Pending	75/899,797	1/20/00
REEL.COM	Pending	75/536,746	8/14/98
FILM REEL	Pending	75/914,082	2/8/00
REELPICKS	Pending	75/621,588	1/15/99
THE MOVIE CAPITOL OF THE INTERNET	Pending	75/914,084	5/18/00
REEL MAGAZINE	Pending	75/914,074	2/8/00
REEL ON DEMAND	Pending	75/934,335	3/3/00
REEL DVD	Pending	75/932,349	3/1/00
THE HOLLYWOOD EXPERIENCE	Opposition Pending	75/293,769	5/19/97
THE HOLLYWOOD EXPERIENCE	Opposition Pending	75/264,309	3/26/97

**Hollywood Management Company**

<b>Mark</b>	<b>Status</b>	<b>Reg. or App. No.</b>	<b>Reg. or Filing Date</b>
-------------	---------------	-------------------------	----------------------------

3.

BRING HOLLYWOOD HOME FOR THE HOLIDAYS	Pending	76/003,191	03/15/00
GO HOLLYWOOD FOR THE HOLIDAYS	Pending	76/003,192	03/15/00
HOLLYWOOD ENTERTAINMENT and Design	Registered	2,191,673	09/29/98
HOLLYWOOD VIDEO and Design	Registered	2,191,674	09/29/98
VIDEO WATCH	Registered	1,614,357	09/18/90
HOLLYWOOD VIDEO SUPERSTORE	Registered	1,814,123	12/28/93
DIFFERENT-BUT YOU'LL GET USED TO IT	Registered	1,818,212	01/25/94
HOLLYWOOD VIDEO	Registered	1,848,749	08/09/94
HOLLYWOOD ENTERTAINMENT	Registered	1,935,822	11/14/95
WANT ENTERTAINMENT? GO TO HOLLYWOOD!	Registered	2,046,045	03/18/97
HOLLYWOOD VIDEO and Vertical Design	Registered	2,117,639	12/02/97
HOLLYWOOD INSIDER	Registered	1,721,793	10/06/92
HOLLYWOOD GAMES	Registered	2,456,663	6/5/01
HOLLYWOOD VIDEO & GAMES	Registered	2,387,202	11/19/01
HOLLYWOOD GAMES and Design	Registered	2,511,500	11/27/01
WELCOME TO HOLLYWOOD	Pending	75/752,175	07/14/99
HOLLYWOOD	Registered	2,544,383	03/05/02
MOVIE ANATOMY	Pending	75/755,887	07/20/99
MOVIE MATCHES	Registered	2,413,252	12/12/00
MOVIEMAP	Registered	2,293,593	11/16/99
REEL	Registered	2,263,412	7/20/99
REEL.COM & Design	Registered	2,429,143	2/20/01
HOLLYWOOD CONFIDENTIAL	Pending	75/914,083	02/08/00
HOLLYWOOD VIDEO	Pending	78/122,971	04/19/02
WE ARE HOLLYWOOD. WE ARE ENTERTAINMENT	Pending	78/119,754	04/05/02

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 16, 2003, is made by Hollywood Entertainment Corporation and Hollywood Management Company (collectively, the "Grantors") in favor of UBS AG, Stamford Branch, as Administrative Agent for the Secured Parties (in such capacity, the "Administrative Agent").

### W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Collateral Agreement of even date herewith in favor of the Administrative Agent (the "Collateral Agreement") pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademarks. The Grantors, as collateral security for the payment and performance in full of all the Secured Obligations, hereby collaterally pledges to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantors (the "Trademarks"):

- (a) all Trademarks listed on Schedule I hereto;
- (b) all Trademark Licenses listed on Schedule I hereto;
- (c) all General Intangibles relating to Trademarks and Trademark Licenses; and
- (d) all Proceeds of any and all of the foregoing.

SECTION 3. Collateral Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Collateral Agreement and each of the Grantors hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Assignment is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. Termination. Upon the full performance of the Secured Obligations, the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

**[signature page follows]**

1.

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

Very truly yours,

HOLLYWOOD ENTERTAINMENT  
CORPORATION

By: Mark Moreland  
Name: MARK MORELAND  
Title: VP/Treasurer

HOLLYWOOD MANAGEMENT COMPANY

By: Mark Moreland  
Name: MARK MORELAND  
Title: VP/Treasurer

Accepted and Agreed:  
UBS AG, STAMFORD BRANCH,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

01/15/2003 WED 07:42 [TX/RX NO 7386] 006

TRADEMARK  
REEL: 002653 FRAME: 0323

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

Very truly yours,

HOLLYWOOD ENTERTAINMENT CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

HOLLYWOOD MANAGEMENT COMPANY

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:  
UBS AG, STAMFORD BRANCH,  
as Administrative Agent

By: Barbara Ezell-McMichael  
Name: Barbara Ezell-McMichael  
Title: Associate Director  
Banking Products Services US

By: Susan Brunner  
Name: Susan Brunner  
Title: Associate Director  
Banking Products Services, US