

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
Hollywood Entertainment Corporation		03/08/2007	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	CapitalSource Finance LLC
Street Address:	4445 Willard Avenue
Internal Address:	Twelfth Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	2801257	HOLLYWOOD FILM LIBRARY
Registration Number:	2412735	THE ANATOMY OF A MOVIE
Registration Number:	2807642	BRING HOLLYWOOD HOME FOR THE HOLIDAYS
Registration Number:	2911790	GAME CAGE
Registration Number:	2916984	GAME CAGE
Registration Number:	2178864	GAME CRAZY
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

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Registration Number:	2456663	HOLLYWOOD GAMES
Registration Number:	2511500	HOLLYWOOD GAMES
Registration Number:	2745647	HOLLYWOOD SATELLITE TV
Registration Number:	1848749	HOLLYWOOD VIDEO
Registration Number:	2387202	HOLLYWOOD VIDEO & GAMES
Registration Number:	2191674	HOLLYWOOD VIDEO
Registration Number:	2117639	HOLLYWOOD VIDEO
Registration Number:	2978209	HOLLYWOOD VIDEO
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:	2263412	REEL
Registration Number:	2719664	REEL.COM
Registration Number:	2429143	REEL.COM
Registration Number:	2782153	WELCOME TO HOLLYWOOD
Registration Number:	2835677	WELCOME TO HOLLYWOOD
Registration Number:	2944768	WE ARE HOLLYWOOD. WE ARE ENTERTAINMENT.
Registration Number:	3041166	WE UNDERSTAND.
Registration Number:	3131954	MVP
Registration Number:	3131955	MOVIE VALUE PASS MVP
Registration Number:	3028271	G C
Registration Number:	2854829	HOLLYWOOD DVD
Serial Number:	78499329	GAME CRAZY
Serial Number:	78610912	GAME VAULT
Serial Number:	78626102	HOLLYWOOD MOVIE OUTLET
Serial Number:	78548151	HOLLYWOOD ON DEMAND
Serial Number:	78517619	MOVIE VALUE PASS MVP
Serial Number:	78517608	MVP

CORRESPONDENCE DATA

Fax Number: (917)777-2432

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

Phone: 212-735-2432

Email: mfagin@skadden.com

TRADEMARK
REEL: 003579 FRAME: 0437

Correspondent Name: Matthew Fagin
Address Line 1: 4 Times Square
Address Line 2: 27-420
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 244130/1061

NAME OF SUBMITTER: Matthew Fagin

Signature: /Matthew Fagin/

Date: 07/12/2007

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of March 8, 2007 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between each of **HOLLYWOOD ENTERTAINMENT CORPORATION** (the Grantor) and **CAPITALSOURCE FINANCE LLC**, having an address at 4445 Willard Avenue, Twelfth Floor, Chevy Chase, MD 20815 in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantor is a party to a Pledge and Security Agreement (Second Lien) dated as of March 8, 2007 (the "Pledge and Security Agreement") between the Grantor and the other grantors party thereto and the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

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

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

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether the Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest

granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security 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 Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to the conflicts of law principles thereof.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, 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.

**HOLLYWOOD ENTERTAINMENT
CORPORATION**

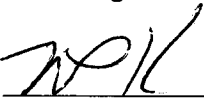
By: 

Name: S. Page Todd
Title: Executive Vice President, Secretary,
and General Counsel

Signature Page to Second Lien Trademark Security Agreement

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC
as Collateral Agent

By: 
Name: Michael Keller
Title: Director

Signature Page to Second Lien Trademark Security Agreement

1213276-New York Server 7A

TRADEMARK
REEL: 003579 FRAME: 0442

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

SCHEDULE I
to Trademark Security Agreement

HOLLYWOOD ENTERTAINMENT CORPORATION

U.S. Registered Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
HOLLYWOOD	2854829	15-Jun-04
HOLLYWOOD FILM LIBRARY	2801257	30-Dec-03
THE ANATOMY OF A MOVIE	2412735	12-Dec-00
VIDEO WATCH	N/A	11-Jun-97
BRING HOLLYWOOD HOME FOR THE HOLIDAYS	2807642	27-Jan-04
GAME CAGE	2911790	14-Dec-04
GAME CAGE (and Design)	2916984	11-Jan-05
GAME CRAZY	2178864	04-Aug-98
GAME CRAZY X (and Design)	2839733	11-May-04
GAME CRAZY X (and Design)	3028271	13-Dec-05
GIVE THE GIFT OF HOLLYWOOD VIDEO	2511988	27-Nov-01
GO HOLLYWOOD FOR THE HOLIDAYS	2793461	16-Dec-03
HOLLYWOOD (and Design)	2544383	05-Mar-02
HOLLYWOOD ACCESS PASS	2913965	21-Dec-04
HOLLYWOOD ENTERTAINMENT	1935822	14-Nov-95
HOLLYWOOD ENTERTAINMENT (and Design)	2191673	29-Sep-98
HOLLYWOOD GAMES	2456663	05-Jun-01
HOLLYWOOD GAMES (and Design)	2511500	27-Nov-01
HOLLYWOOD SATELLITE TV (Design)	2745647	5-Aug-03
HOLLYWOOD VIDEO	1848749	09-Aug-94
HOLLYWOOD VIDEO & GAMES	2387202	19-Sep-00
HOLLYWOOD VIDEO (and Design)	2191674	29-Sep-98
HOLLYWOOD VIDEO (and Design)	2117639	02-Dec-97
HOLLYWOOD VIDEO (and Contoured Mountain Design)	2978209	26-Jul-05
HOLLYWOOD VIDEO CELEBRITY STATUS	2664074	17-Dec-02
HOLLYWOOD VIDEO	1814123	28-Dec-93

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SUPERSTORE		
HOLLYWOODVIDEO.COM	2808905	27-Jan-04
MOVIE ANATOMY	2894030	19-Oct-04
MOVIE MATCHES	2413252	12-Dec-00
REEL	2263412	20-Jul-99
REEL.COM	2719664	27-May-03
REEL.COM (and Design)	2429143	20-Feb-01
WELCOME TO HOLLYWOOD	2782153	11-Nov-03
WELCOME TO HOLLYWOOD	2835677	27-Apr-04
WE ARE HOLLYWOOD. WE ARE ENTERTAINMENT.	2944768	26-Apr-05
we understand.	3041166	10-Jan-06
MVP	3131954	22-Aug-06
HOLLYWOOD VIDEO ACCESS PASS	2913965	21-Dec-04
MOVIE VALUE Pass MVP	3131955	22-Aug-06
G C	3028271	13-Dec-05
HOLLYWOOD DVD	2854829	15-Jun=-04

Pending U.S. Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
U.S.	GAME CRAZY	78499329	10/13/04
U.S.	GAME VAULT	78610912	04/18/05
U.S.	HOLLYWOOD MOVIE OUTLET	78626102	05/09/05
U.S.	HOLLYWOOD ON DEMAND	78548151	01/14/05
U.S.	MOVIE VALUE PASS MVP	78517619	11/16/04
U.S.	MVP	78517608	11/16/04

Registered State Trademarks

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

Trademark Licenses

Hollywood Entertainment Corporation licenses its trademarks and trade names to Boards, Inc. under a License Agreement, effective January 25, 2001, among itself, Hollywood Management Company and Boards, Inc.

Pursuant to a License Agreement and related Settlement Agreement, each dated May 8, 2003, by and between Hollywood Entertainment Corporation, Hollywood Management Company and Hollywood Systems, Inc., Hollywood Entertainment Corporation granted to Systems an exclusive, transferable and royalty free license to use certain variations of the "HOLLYWOOD" mark in a limited region, in settlement of allegations made by the HEC that Systems was infringing on its trademarks.

License Agreement, dated March 1, 1999, by and between Hollywood Chamber of Commerce and Hollywood Entertainment Corporation.

Hollywood Entertainment Corporation licenses limited rights to use and display its trade names and trademarks in the ordinary course of business in advertising and promotional agreements.

Hollywood Entertainment Corporation has an agreement with a Kiosk vendor to use its trade names and trademarks on two DVD Kiosk machines.