

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hollywood Entertainment Corporation		05/20/2008	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, N.A.
Street Address:	MAC N9311-110, 625 Marquette Avenue
Internal Address:	Corporate Trust Services
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55479
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Registration Number:	2511988	GIVE THE GIFT OF HOLLYWOOD VIDEO
Registration Number:	2117639	HOLLYWOOD VIDEO
Registration Number:	2544383	HOLLYWOOD
Registration Number:	2178864	GAME CRAZY
Registration Number:	2191673	HOLLYWOOD ENTERTAINMENT
Registration Number:	2664074	HOLLYWOOD VIDEO CELEBRITY STATUS
Registration Number:	2719664	REEL.COM
Registration Number:	2263412	REEL
Registration Number:	2745647	HOLLYWOOD SATELLITE TV
Registration Number:	2782153	WELCOME TO HOLLYWOOD
Registration Number:	2793461	GO HOLLYWOOD FOR THE HOLIDAYS
Registration Number:	2801257	HOLLYWOOD FILM LIBRARY
Registration Number:	2807642	BRING HOLLYWOOD HOME FOR THE HOLIDAYS

CH \$1040.00 2511988

Registration Number:	2808905	HOLLYWOODVIDEO.COM
Registration Number:	2835677	WELCOME TO HOLLYWOOD
Registration Number:	2839733	GAME CRAZY X
Registration Number:	2854829	HOLLYWOOD DVD
Registration Number:	2387202	HOLLYWOOD VIDEO & GAMES
Registration Number:	2894030	MOVIE ANATOMY
Registration Number:	2911790	GAME CAGE
Registration Number:	2913965	HOLLYWOOD ACCESS PASS
Registration Number:	3041166	WE UNDERSTAND.
Registration Number:	2916984	GAME CAGE
Registration Number:	2429143	REEL.COM
Registration Number:	2944768	WE ARE HOLLYWOOD. WE ARE ENTERTAINMENT.
Registration Number:	2456663	HOLLYWOOD GAMES
Registration Number:	2978209	HOLLYWOOD VIDEO
Registration Number:	2511500	HOLLYWOOD GAMES
Registration Number:	3028271	G C
Registration Number:	3131955	MOVIE VALUE PASS MVP
Registration Number:	3131954	MVP
Registration Number:	3216456	HOLLYWOOD MOVIE OUTLET
Registration Number:	3223944	GAME VAULT
Registration Number:	3280484	MVP
Registration Number:	3294712	GAME CRAZY
Registration Number:	1814123	HOLLYWOOD VIDEO SUPERSTORE
Registration Number:	1848749	HOLLYWOOD VIDEO
Registration Number:	1935822	HOLLYWOOD ENTERTAINMENT
Registration Number:	3399430	MOVIE VALUE PASS MVP
Serial Number:	78548151	HOLLYWOOD ON DEMAND
Registration Number:	2191674	HOLLYWOOD VIDEO

CORRESPONDENCE DATA

Fax Number: (212)822-5423
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-530-5000
Email: jnici@milbank.com
Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP
Address Line 1: One Chase Manhattan Plaza
Address Line 2: Rm. 4640

TRADEMARK
REEL: 003791 FRAME: 0570

Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER: 37386-01100

NAME OF SUBMITTER: Janis Nici

Signature: /janis nici/

Date: 06/06/2008

Total Attachments: 15

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AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT

Amended and Restated Trademark Security Agreement, dated as of May 20, 2008 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between each of Hollywood Entertainment Corporation (the "Grantor") and Wells Fargo Bank, N.A., having an address at Corporate Trust Services, MAC N9311-110, 625 Marquette Avenue, Minneapolis, MN 55479, 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 that certain Amended and Restated Pledge and Security Agreement (Second Lien) dated as of March 8, 2007, as amended and restated as of May 20, 2008 (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. Grantor hereby (i) affirms that it has granted to the Collateral Agent for the benefit of itself and the other Secured Parties a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Trademark Collateral (as defined below) and (ii) grants to the Collateral Agent for the benefit of itself and the other Secured Parties a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Trademark Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

The "Trademark Collateral" shall be defined to include:

(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").

Notwithstanding the foregoing, no security interest shall be deemed granted hereunder in any trademark application filed on an intent-to-use basis until such time, if any, as a statement of use is filed and accepted.

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.

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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.

MOVIE GALLERY, INC.

By: 

Name: S. Page Todd

Title: Executive Vice President, Secretary, and
General Counsel

MOVIE GALLERY US, LLC

By: Movie Gallery, Inc., its Manager and Sole
Member

By: 

Name: S. Page Todd


Title: Executive Vice President, Secretary, and
General Counsel

[Signatures Continued on the Next Page]


M.G.A REALTY I, LLC

By: Movie Gallery US, LLC, its Manager and Sole Member

By: Movie Gallery, Inc., its Manager and Sole Member

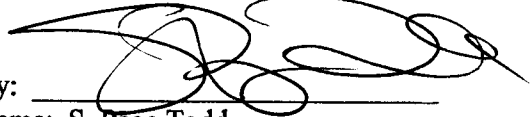
By: 
Name: S. Page Todd
Title: Executive Vice President, Secretary,
and General Counsel

HOLLYWOOD ENTERTAINMENT CORPORATION

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

MG AUTOMATION LLC

By: Hollywood Entertainment Corporation, its
Manager and Sole Member

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

Accepted and Agreed:

WELLS FARGO BANK, N.A.,
as Collateral Agent

By: _____

Name: Jeffrey Rose
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademark Registrations

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.	GIVE THE GIFT OF HOLLYWOOD VIDEO	2,511,988	11/27/01
U.S.	HOLLYWOOD VIDEO	2,117,639	12/02/97
U.S.	HOLLYWOOD	2,544,383	3/5/02
U.S.	GAME CRAZY	2,178,864	8/4/98
U.S.	HOLLYWOOD ENTERTAINMENT	2,191,673	9/29/98
U.S.	HOLLYWOOD VIDEO	2,191,674	9/29/98
U.S.	HOLLYWOOD VIDEO CELEBRITY STATUS	2,664,074	12/17/02
U.S.	REEL.COM	2,719,664	5/27/03
U.S.	REEL	2,263,412	7/20/99
U.S.	HOLLYWOOD SATELLITE TV	2,745,647	8/5/03
U.S.	WELCOME TO HOLLYWOOD	2,782,153	11/11/03
U.S.	GO HOLLYWOOD FOR THE HOLIDAYS	2,793,461	12/16/03
U.S.	HOLLYWOOD FILM LIBRARY	2,801,257	12/30/03
U.S.	BRING HOLLYWOOD HOME FOR THE HOLIDAYS	2,807,642	1/27/04
U.S.	HOLLYWOODVIDEO.COM	2,808,905	1/27/04
U.S.	WELCOME TO HOLLYWOOD	2,835,677	4/27/04
U.S.	GAME CRAZY X	2,839,733	5/11/04
U.S.	HOLLYWOOD DVD	2,854,829	6/15/04
U.S.	HOLLYWOOD VIDEO & GAMES	2,387,202	9/19/00
U.S.	MOVIE ANATOMY	2,894,030	10/19/04
U.S.	GAME CAGE	2,911,790	12/14/04
U.S.	HOLLYWOOD ACCESS PASS	2,913,965	12/21/04
U.S.	WE UNDERSTAND.	3,041,166	1/10/06
U.S.	GAME CAGE	2,916,984	1/11/05
U.S.	REEL.COM	2,429,143	2/20/01
U.S.	WE ARE HOLLYWOOD. WE ARE ENTERTAINMENT.	2,944,768	4/26/05
U.S.	HOLLYWOOD GAMES	2,456,663	6/5/01
U.S.	HOLLYWOOD VIDEO	2,978,209	7/26/05
U.S.	HOLLYWOOD GAMES	2,511,500	11/27/01
U.S.	G C	3,028,271	12/13/05
U.S.	MOVIE VALUE PASS MVP	3,131,955	8/22/06
U.S.	MVP	3,131,954	8/22/06
U.S.	HOLLYWOOD MOVIE OUTLET	3,216,456	3/6/07
U.S.	GAME VAULT	3,223,944	4/3/07
U.S.	MVP	3,280,484	8/14/07
U.S.	GAME CRAZY	3,294,712	9/18/07
U.S.	HOLLYWOOD VIDEO SUPERSTORE	1,814,123	12/28/93
U.S.	HOLLYWOOD VIDEO	1,848,749	8/9/94

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.	HOLLYWOOD ENTERTAINMENT	1,935,822	11/14/95
U.S.	MOVIE VALUE PASS MVP	3,399,430	3/18/08

Foreign Trademark Registrations

Country	Mark	App.No	Reg.No	Reg.Date
Chile	HOLLYWOOD VIDEO & Design		566239	2/26/1990
Puerto Rico	HOLLYWOOD VIDEO	8265	8265	8/9/1994
New Zealand	HOLLYWOOD VIDEO & Design	263878	263878	6/24/1996
New Zealand	HOLLYWOOD VIDEO	263877	263877	6/24/1996
Austria	HOLLYWOOD VIDEO & Design	AM3556/96	165951	8/28/1996
Australia	HOLLYWOOD VIDEO & Design	716441	716441	9/2/1996
Germany	HOLLYWOOD VIDEO & Design	39630977.1	39630977	9/11/1996
Monaco	HOLLYWOOD VIDEO & Design	17402	9617320	9/25/1996
Monaco	HOLLYWOOD VIDEO	17403	9617321	9/25/1996
Romania	HOLLYWOOD VIDEO & Design	4050	28321	12/24/1996
Nicaragua	HOLLYWOOD VIDEO & Design	96-02487	33095	1/7/1997
Nicaragua	HOLLYWOOD VIDEO	96-02486	33094	1/7/1997
Denmark	HOLLYWOOD VIDEO	VA03503/96	00090/97	1/17/1997
Honduras	HOLLYWOOD VIDEO & Design	7471/96	3997	1/31/1997
Honduras	HOLLYWOOD VIDEO	7472/96	4003	1/31/1997
Liechtenstein	HOLLYWOOD VIDEO & Design	10052	10052	4/3/1997
Switzerland	HOLLYWOOD VIDEO & Design	04839/96	438291	4/14/1997
Portugal	HOLLYWOOD VIDEO	318735	318735	5/5/1997
Portugal	HOLLYWOOD VIDEO & Design	318736	318736	5/7/1997
Tunisia	HOLLYWOOD VIDEO & Design	EE970786	EE970786	5/16/1997
Tunisia	HOLLYWOOD VIDEO	EE970785	EE970785	5/16/1997
Argentina	HOLLYWOOD VIDEO & Design	2029204	1634492	6/2/1997
Colombia	HOLLYWOOD VIDEO & Design	96057864	199332	7/22/1997
Argentina	HOLLYWOOD VIDEO	2038301	1640427	8/4/1997
Uruguay	HOLLYWOOD VIDEO & Design	288415	288415	8/20/1997
Morocco	HOLLYWOOD VIDEO & Design	334	63787	9/1/1997
Morocco	HOLLYWOOD VIDEO	63788	63788	9/1/1997
Tangier	HOLLYWOOD VIDEO & Design	12396	12396	9/4/1997
Tangier	HOLLYWOOD VIDEO	12395	12395	9/4/1997
Iceland	HOLLYWOOD VIDEO &	759/1997	1212/1997	9/8/1997

Country	Mark	App No	Reg No	Reg Date
	Design			
Lebanon	HOLLYWOOD VIDEO & Design	73851	73851	10/11/1997
Lebanon	HOLLYWOOD VIDEO	73850	73850	10/11/1997
Mexico	HOLLYWOOD VIDEO	305049	561630	10/30/1997
Czech Republic	HOLLYWOOD VIDEO & Design	0-112489-96	206923	1/27/1998
Colombia	HOLLYWOOD VIDEO	96057865	205863	2/19/1998
El Salvador	HOLLYWOOD VIDEO & Design	11996002903	72	3/16/1998
Panama	HOLLYWOOD VIDEO	82362	82362	4/14/1998
Puerto Rico	HOLLYWOOD VIDEO & Design	43294	43294	6/16/1998
Latvia	HOLLYWOOD VIDEO & Design	M-967-1957	M40953	6/20/1998
Belize	HOLLYWOOD VIDEO & Design		8075	7/2/1998
Belize	HOLLYWOOD VIDEO		2102713A	7/2/1998
Hungary	HOLLYWOOD VIDEO & Design	96/02168	153346	8/25/1998
Italy	HOLLYWOOD VIDEO & Design	RM96C002893	757536	8/28/1998
Finland	HOLLYWOOD VIDEO & Design	T199704422	211656	10/30/1998
Bolivia	HOLLYWOOD VIDEO & Design	78586	68680-C	11/9/1998
Greece	HOLLYWOOD VIDEO & Design	130026	130026	11/17/1998
Greece	HOLLYWOOD VIDEO	130025	130025	11/17/1998
Costa Rica	Hollywood Video Design Without Words	249959	110358	12/3/1998
Ireland	HOLLYWOOD VIDEO & Design	4049/96	202296	12/15/1998
Zimbabwe	HOLLYWOOD VIDEO & Design	617/97	B617/97	12/28/1998
Zimbabwe	HOLLYWOOD VIDEO	B616/97	B616/97	12/28/1998
Israel	HOLLYWOOD VIDEO & Design	111339	111339	1/7/1999
Israel	HOLLYWOOD VIDEO	111338	111338	1/7/1999
Mexico	HOLLYWOOD VIDEO & Design	305050	599434	1/29/1999
South Africa	HOLLYWOOD VIDEO & Design	96/03968	96/03968	3/9/1999
Taiwan	HOLLYWOOD VIDEO & Design	87006827	108372	4/1/1999
Thailand	HOLLYWOOD VIDEO & Design	340613	SM7967	5/18/1999
Poland	HOLLYWOOD VIDEO	Z-161776	111321	5/24/1999
Poland	HOLLYWOOD VIDEO & Design	Z-161777	111502	5/28/1999

Country	Mark	App No	Reg No	Reg Date
Hong Kong	HOLLYWOOD VIDEO & Design	97/7518	B6734/99	6/3/1999
Ireland	HOLLYWOOD VIDEO	3686/96	204508	6/10/1999
Korea	HOLLYWOOD VIDEO & Design	967575	55704	7/21/1999
Guatemala	HOLLYWOOD VIDEO & Design (Commerical Name)	96-5826	9946	7/27/1999
Guatemala	HOLLYWOOD VIDEO & Design	5266-96	98221	7/27/1999
Guatemala	HOLLYWOOD VIDEO	96-5827	9945	7/27/1999
Guatemala	HOLLYWOOD VIDEO	96-9059	98223	7/27/1999
Singapore	HOLLYWOOD VIDEO & Design	T99/09259D	T99/09259D	8/25/1999
Lithuania	HOLLYWOOD VIDEO & Design	97-0608	34734	8/31/1999
Israel	HOLLYWOOD VIDEO & Design	119143	119143	9/7/1999
Israel	HOLLYWOOD VIDEO	119142	119142	9/7/1999
Slovakia	HOLLYWOOD VIDEO & Design	POZ351296	187056	9/20/1999
Mexico	REEL.COM	386577	633869	11/25/1999
Hong Kong	HOLLYWOOD VIDEO	97/7516	B15911/99	12/10/1999
Mexico	REEL.COM	361787	635948	12/10/1999
Czech Republic	HOLLYWOOD VIDEO	0-111990-96	221546	12/27/1999
Costa Rica	Hollywood Entertainment Corporation - Hollywood Video		118480	2/18/2000
Mexico	THE BEST PLACE TO BUY MOVIES	10070	19088	3/28/2000
Uruguay	HOLLYWOOD VIDEO	288414	288414	3/28/2000
Jordan	HOLLYWOOD VIDEO & Design	53240	53240	5/9/2000
Japan	REEL.COM	11-Nov	4386750	5/26/2000
Estonia	HOLLYWOOD VIDEO & Design	9700311	31241	6/8/2000
Chile	HOLLYWOOD VIDEO & Design	351814	582630	11/16/2000
Community Trademark	REEL.COM	1061910	1061910	5/18/2001
Community Trademark	MOVIE ANATOMY	1463462	1463462	8/22/2001
Australia	HOLLYWOOD VIDEO	788962	788962	1/16/2002
Community Trademark	HOLLYWOOD VIDEO	1149350	1149350	2/18/2002
Community Trademark	HOLLYWOOD VIDEO & Design	1167865	1167865	5/15/2002
Community Trademark	INTERNET HOLLYWOOD	1335355	1335355	5/31/2002
Singapore	HOLLYWOOD VIDEO	T99/09260H	T99/09260H	6/27/2002

Country	Mark	App No	Reg No	Reg Date
Canada	REEL.COM	1003089	TMA565800	8/14/2002
Morocco	HOLLYWOOD VIDEO & Contoured Mountains Design	83550	83550	10/15/2002
Benelux	HOLLYWOOD VIDEO & Contoured Mountains Design	1020248	733366	10/18/2002
Mexico	HOLLYWOOD VIDEO & Contoured Mountains Design	553654	766489	10/31/2002
Paraguay	HOLLYWOOD VIDEO	11798/96	253373	12/12/2002
Ukraine	HOLLYWOOD VIDEO & Design	96123067	28377	12/16/2002
Liechtenstein	HOLLYWOOD VIDEO & Contoured Mountains Design	N/A	12675	12/20/2002
Switzerland	HOLLYWOOD VIDEO & Contoured Mountains Design	08597/2002	507886	2/27/2003
New Zealand	HOLLYWOOD VIDEO & Contoured Mountains Design	666577	666577	3/3/2003
New Zealand	HOLLYWOOD VIDEO & Contoured Mountains Design	666576	666576	3/3/2003
New Zealand	HOLLYWOOD VIDEO & Contoured Mountains Design	666578	666578	3/3/2003
Mexico	HOLLYWOOD VIDEO & Contoured Mountains Design	553655	784704	3/25/2003
New Zealand	HOLLYWOOD VIDEO (Word Mark/02)	666579	666579	4/17/2003
New Zealand	HOLLYWOOD VIDEO (Word Mark/02)	666580	666580	4/17/2003
New Zealand	HOLLYWOOD VIDEO (Word Mark/02)	666581	666581	4/17/2003
Denmark	HOLLYWOOD VIDEO (Word Mark/02)	VA200203846	VR200301633	5/13/2003
Germany	HOLLYWOOD VIDEO & Contoured Mountains Design	302258485	30225848	5/19/2003
Norway	HOLLYWOOD VIDEO & Contoured Mountains Design	200209720	219287	6/12/2003
Paraguay	HOLLYWOOD VIDEO & Contoured Mountains Design	25586	259046	7/7/2003
Paraguay	HOLLYWOOD VIDEO & Contoured Mountains Design	25587	259042	7/7/2003
Paraguay	HOLLYWOOD VIDEO & Contoured Mountains Design	25585	259031	7/7/2003
Ecuador	HOLLYWOOD VIDEO (Word Mark/02)	128395	I-8721-2003	7/15/2003
Ecuador	HOLLYWOOD VIDEO (Word Mark/02)	128396	I-8722-2003	7/15/2003
Ecuador	HOLLYWOOD VIDEO (Word Mark/02)	128397	I-8723-2003	7/15/2003
Ecuador	HOLLYWOOD VIDEO & Contoured Mountains Design	128399	I-8725-2003	7/15/2003

Country	Mark	App No	Reg No	Reg Date
Ecuador	HOLLYWOOD VIDEO & Contoured Mountains Design	128398	I-8724-2003	7/15/2003
Ecuador	HOLLYWOOD VIDEO & Contoured Mountains Design	128400	I-8726-2003	7/15/2003
Sweden	HOLLYWOOD VIDEO & Contoured Mountains Design	2002/06656	362120	7/18/2003
Austria	HOLLYWOOD VIDEO & Contoured Mountains Design	AM6705/2002	212132	9/10/2003
Community Trademark	HOLLYWOODVIDEO.COM	1289198	1289198	10/6/2003
Colombia	HOLLYWOOD VIDEO & Contoured Mountains Design	2094183	277630	10/14/2003
Taiwan	HOLLYWOOD VIDEO & Contoured Mountains Design	91043780	189011	11/1/2003
Taiwan	HOLLYWOOD VIDEO & Contoured Mountains Design	91043781	189107	11/1/2003
Jordan	HOLLYWOOD VIDEO & Contoured Mountain Design	69775	69775	11/6/2003
Jordan	HOLLYWOOD VIDEO & Contoured Mountain Design	69776	69776	11/6/2003
Japan	HOLLYWOOD VIDEO & Contoured Mountains Design	2002-088904	4724602	11/7/2003
Czech Republic	HOLLYWOOD VIDEO & Contoured Mountains Design	0-184816-2002	258851	11/27/2003
Jordan	HOLLYWOOD VIDEO & Contoured Mountain Design	70863	70863	1/27/2004
Korea	HOLLYWOOD VIDEO & Contoured Mountains Design	41-2002-20786	96867	2/9/2004
Taiwan	HOLLYWOOD VIDEO & Contoured Mountains Design	91043779	1089082	3/16/2004
Brazil	HOLLYWOOD VIDEO	819420549	819420549	3/30/2004
Hong Kong	HOLLYWOOD VIDEO & Contoured Mountains Design	200215580AA	300181764	4/6/2004
China	HOLLYWOOD VIDEO & Design	3137073	3137073	5/28/2004
China	HOLLYWOOD VIDEO & Design	3137074	3137074	5/28/2004
China	HOLLYWOOD VIDEO & Design	3137071	3137071	5/28/2004
Japan	GAME CRAZY & Design	2003-019862	4774236	5/28/2004
Japan	GAME CRAZY	2003-019863	4774237	5/28/2004
Mexico	GAME CRAZY	591856	838885	6/21/2004
Kenya	HOLLYWOOD VIDEO & Design	1524	KES1998001524	7/21/2004
Vietnam	HOLLYWOOD VIDEO (Word Mark/02)	4-2002-06794	57167	9/17/2004

Country	Mark	App No	Reg No	Reg Date
Vietnam	HOLLYWOOD VIDEO & Contoured Mountains Design	4-2002-06793	57166	9/17/2004

U.S. Trademark Applications

Country	Trademark	Serial No.	Filing Date
U.S.	HOLLYWOOD ON DEMAND	78548151	01/14/05

Foreign Trademark Applications

Country	Trademark	Application No.
Argentina	HOLLYWOOD VIDEO & Contoured Mountains Design	2379046
Argentina	HOLLYWOOD VIDEO & Contoured Mountains Design	2379047
Argentina	HOLLYWOOD VIDEO & Contoured Mountains Design	2379045
Bolivia	HOLLYWOOD VIDEO & Contoured Mountains Design	681882
Bolivia	HOLLYWOOD VIDEO & Contoured Mountains Design	681884
Bolivia	HOLLYWOOD VIDEO & Contoured Mountains Design	681881
Brazil	HOLLYWOOD VIDEO & Design	819420557
Canada	GAME CRAZY & Design	1185413
Canada	GAME CRAZY	1,185,414
Canada	THE BEST PLACE TO BUY MOVIES	1003088
China	HOLLYWOOD VIDEO & Design	960118135
China	HOLLYWOOD VIDEO	960083987
China	HOLLYWOOD VIDEO & Design	3137072
Colombia	HOLLYWOOD VIDEO & Contoured Mountains Design	2094179
Colombia	HOLLYWOOD VIDEO & Contoured Mountains Design	2094175
Community Trademark	GAME CRAZY & Design	3189461
Community Trademark	GAME CRAZY	3189495
Community Trademark	THE BEST PLACE TO BUY MOVIES	1062165
Egypt	HOLLYWOOD VIDEO	110219

Country	Trademark	Application No.
El Salvador	HOLLYWOOD VIDEO	11996002743
Germany	HOLLYWOOD VIDEO	39654329.4
Guyana	HOLLYWOOD VIDEO & Design	
Hong Kong	HOLLYWOOD VIDEO	200215579AA
Hong Kong	HOLLYWOOD VIDEO	16427/2002
Hong Kong	HOLLYWOOD VIDEO	16428/2002
Hong Kong	HOLLYWOOD VIDEO & Contoured Mountains Design	15938/2002
Hong Kong	HOLLYWOOD VIDEO & Contoured Mountains Design	15580/2002
Hungary	HOLLYWOOD VIDEO	
India	HOLLYWOOD VIDEO & Design	903897
Indonesia	HOLLYWOOD VIDEO & Design	D97-20271
Indonesia	HOLLYWOOD VIDEO	J9720272
Japan	THE BEST PLACE TO BUY MOVIES	12-Nov
Korea	HOLLYWOOD VIDEO	966806
Malaysia	HOLLYWOOD VIDEO	97/18500
Mexico	GAME CRAZY & Design	591852
Mexico	GAME CRAZY & Design	591854
Mexico	GAME CRAZY	591857
Mexico	GAME CRAZY	591855
Mexico	HOLLYWOOD VIDEO & Contoured Mountains Design	553653
Norway	HOLLYWOOD VIDEO	96.3656
Peru	HOLLYWOOD VIDEO & Design	15836
Philippines	HOLLYWOOD VIDEO & Design	4-2000-01135
Romania	HOLLYWOOD VIDEO & Contoured Mountains Design	M/2002-05428
Russia	HOLLYWOOD VIDEO & Design	96709399
Russia	HOLLYWOOD VIDEO	96709400
Saudi Arabia	HOLLYWOOD VIDEO & Design	38466
Saudi Arabia	HOLLYWOOD VIDEO	38465
Spain	HOLLYWOOD VIDEO & Design	2101112
Spain	HOLLYWOOD VIDEO	2101111
Taiwan	HOLLYWOOD VIDEO & Design	86013867
Taiwan	HOLLYWOOD VIDEO	86013868
Turkey	HOLLYWOOD VIDEO & Design	35225/96
Turkey	HOLLYWOOD VIDEO	35223/96

Country	Trademark	Application No.
United Arab Emirates	HOLLYWOOD VIDEO & Design	22657
United Arab Emirates	HOLLYWOOD VIDEO	22656

State Trademark Registrations

State	Trademark	Registration No.	Registration Date
WASHINGTON	HOLLYWOOD VIDEO	20864	16-Sep-91