

# STATE OF NEVADA

## UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

This FINANCING STATEMENT is presented for filing pursuant to the Nevada Uniform Commercial Code  
Filed With: Douglas Receipt No.

1. DEBTOR (ONE NAME ONLY) <input checked="" type="checkbox"/> LEGAL BUSINESS NAME <input checked="" type="checkbox"/> INDIVIDUAL (LAST NAME FIRST) <b>Planet Hollywood (Region VI), Inc.</b>		1A. SOCIAL SECURITY OR FEDERAL TAX NO. <b>88-0351058</b>	
1B. MAILING ADDRESS <b>8669 Commodity Circle</b>		1C. CITY, STATE <b>Orlando, FL</b>	1D. ZIP CODE <b>32819</b>
1E. RESIDENCE ADDRESS		1F. CITY, STATE	1G. ZIP CODE
2. ADDITIONAL DEBTOR (IF ANY) (ONE NAME ONLY) <input type="checkbox"/> LEGAL BUSINESS NAME <input type="checkbox"/> INDIVIDUAL (LAST NAME FIRST)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS		2C. CITY, STATE	2D. ZIP CODE
2E. RESIDENCE ADDRESS		2F. CITY, STATE	2G. ZIP CODE

3.  ADDITIONAL DEBTOR(S) ON ATTACHED SHEET

4. SECURED PARTY NAME <b>Wilmington Trust Company, as Agent</b> MAILING ADDRESS <b>Rodney Square North, 1100 North Market Street</b> CITY <b>Wilmington</b> STATE <b>DE</b> ZIP CODE <b>19890</b>		4A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		5A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	


6. This FINANCING STATEMENT covers the following types or items of property (if crops or timber, include description of real property on which growing or to be grown and name of record owner of such real estate; if fixtures, include description of real property to which affixed or to be affixed and name of record owner of such real estate; if oil, gas or minerals, include description of real property from which to be extracted).  
**All tangible and intangible property of the Debtor as described more particularly in Schedule A hereto.**

6A. \_\_\_\_\_ SIGNATURE OF RECORD OWNER  
6B. \_\_\_\_\_ (TYPE) RECORD OWNER OF REAL PROPERTY  
6C. \$ \_\_\_\_\_ MAXIMUM AMOUNT OF INDEBTEDNESS TO BE SECURED AT ANY ONE TIME (OPTIONAL)

No. of Additional Sheets Presented: **4**

7. Check if Applicable <input checked="" type="checkbox"/>	A. <input checked="" type="checkbox"/> Proceeds of collateral are also covered	B. <input checked="" type="checkbox"/> Products of collateral are also covered	C. <input type="checkbox"/> Proceeds of above described original collateral in which a security interest was perfected (Debtor's Signature Not Required)	D. <input type="checkbox"/> Collateral was brought into this State subject to security interest in another jurisdiction (Debtor's Signature Not Required)
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8. Check if Applicable  DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH NRS 704.205 AND 104.9403

9. (Date) \_\_\_\_\_ 19\_\_\_\_  
**Planet Hollywood (Region VI), Inc.**  
By  Chief Financial Officer  
SIGNATURE(S) OF DEBTOR(S) (TITLE)  
**Thomas Avallone**  
**Wilmington Trust Company, as Agent**  
By \_\_\_\_\_  
SIGNATURE(S) OF SECURED PARTY(IES) (TITLE)

11. This Space for Use of Filing Officer. (Date, Time, File Number and Filing Officer)  
**08592**

10. *Return copy to*  
NAME ADDRESS CITY, STATE AND ZIP  
 CT Corporation System  
UCC Services  
111 Eighth Avenue, 13th Floor  
New York, NY 10011  
Trust Account Number (If Applicable)  
**211993-9671**

**0488638**  
**BK0300PG4931** (0)-671 NVL-111197

**SCHEDULE A**  
**to UCC-1 Financing Statement Naming:**

**PLANET HOLLYWOOD (REGION VI), INC.**  
**as Debtor**

**and**

**WILMINGTON TRUST COMPANY, as agent for the benefit of certain note purchasers, as Secured Party**

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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 as follows:

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) (A) 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 (B) 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, (1) 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 (2) 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.

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CT Corporation System  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

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RECORDER

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