

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Metro-Goldwyn-Mayer Studios Inc.		10/14/2011	CORPORATION: DELAWARE
Metro-Goldwyn-Mayer Lion Corp.		10/14/2011	CORPORATION: DELAWARE
Orion Pictures Corporation		10/14/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent
<b>Street Address:</b>	10 S. Dearborn Avenue
<b>Internal Address:</b>	9th Floor, Suite IL1-0874
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603-2003
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	85221371	INSPECTOR CLOUSEAU
Serial Number:	85336910	ARS GRATIA ARTIS, MGM
Serial Number:	85340501	THE KILLER ELITE
Serial Number:	85344963	MGM METRO GOLDWYN MAYER TRADE MARK ARS GRATIA ARTIS
Serial Number:	85361176	AMERICAN INTERNATIONAL PICTURES

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
 Phone: (212) 455-2222  
 Email: ksolomon@stblaw.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Marcela Robledo, Esq.

**TRADEMARK**  
**REEL: 004647 FRAME: 0294**

**900205369**

**CH \$140.00 85221371**

Address Line 1: Simpson Thacher & Bartlett LLP  
Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/1076

NAME OF SUBMITTER: Marcela Robledo

Signature: /mr/

Date: 10/24/2011

Total Attachments: 5  
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**SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (“Agreement”)**

**(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)**

WHEREAS, MGM HOLDINGS II INC., a Delaware corporation (“Holdings”), METRO-GOLDWYN-MAYER INC., a Delaware corporation (the “Borrower”), the Subsidiaries of the Borrower party hereto (the “Subsidiary Guarantors”; the Subsidiary Guarantors, Holdings and the Borrower are, individually, a “Grantor”, and collectively, the “Grantors”) own the Trademarks (as defined in the Guarantee and Collateral Agreement referred to below) listed on Schedule 5 to the Guarantee and Collateral Agreement;

WHEREAS, Holdings and the Borrower are parties to a Credit Agreement dated as of December 20, 2010 (as the same may be amended from time to time, the “Credit Agreement”) with the several banks and other financial institutions or entities from time to time parties thereto (the “Lenders”) and JPMorgan Chase Bank, N.A., as administrative agent;

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of December 20, 2010 (as may be amended and in effect from time to time, the “Guarantee and Collateral Agreement”) between the Grantors and JPMorgan Chase Bank, N.A., as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity, the “Grantee”), Grantors have granted to Grantee for the benefit of such secured parties a security interest in substantially all of the assets of the Grantors, including all right, title and interest of Grantors in, to and under the Trademark Collateral (as defined herein), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees, for the benefit of the Grantee and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Each Grantor does hereby grant to Grantee a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to, with respect to such Grantor, and collectively for all Grantors (as the context may require), as the “Trademark Collateral”), whether now owned or presently existing or hereafter acquired or arising:

- (i) each Trademark, Trademark registration and Trademark application, and all the goodwill of the business associated therewith, and all of the Grantors’

rights to the exclusive use thereof, and all the Trademarks referred to in Schedule 1 hereto; and

(ii) each Trademark License.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

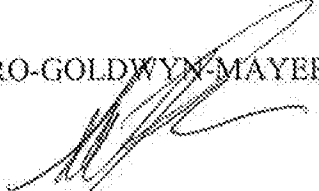
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IN WITNESS WHEREOF, each Grantor and the Grantee have caused this Agreement to be duly executed by its officer thereunto duly authorized as of the 14th day of October, 2011.


METRO-GOLDWYN-MAYER STUDIOS INC.

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

METRO-GOLDWYN-MAYER LION CORP.

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

ORION PICTURES CORPORATION

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

[Signature Page to Trademark Security Agreement]

JPMORGAN CHASE BANK, N.A., as Grantee

By: 

Name:

Title:

**Patrick J. Minnick**  
**Vice President**

[Signature Page to Trademark Security Agreement]

**SCHEDULE 1 to Trademark Security Agreement**

<b>Trademark</b>	<b>Owner</b>	<b>Registration / Application No.</b>
INSPECTOR CLOUSEAU	Metro-Goldwyn-Mayer Studios Inc.	85/221,371
ARS GRATIA ARTIS, MGM (Design)	Metro-Goldwyn-Mayer Lion Corp.	85/336,910
THE KILLER ELITE	Metro-Goldwyn-Mayer Studios Inc.	85/340,501
MGM METRO GOLDWYN MAYER TRADE MARK ARS GRATIA ARTIS (Design)	Metro-Goldwyn-Mayer Lion Corp.	85/344,963
AMERICAN INTERNATIONAL PICTURES	Orion Pictures Corporation	85/361,176