

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MGM HOLDINGS II INC.		09/30/2012	CORPORATION: DELAWARE
METRO-GOLDWYN-MAYER INC.		09/30/2012	CORPORATION: DELAWARE
METRO-GOLDWYN-MAYER STUDIOS INC.		09/30/2012	CORPORATION: DELAWARE
METRO-GOLDWYN-MAYER HOME ENTERTAINMENT LLC		09/30/2012	LIMITED LIABILITY COMPANY: DELAWARE
METRO-GOLDWYN-MAYER LION CORP.		09/30/2012	CORPORATION: DELAWARE
METRO-GOLDWYN-MAYER PICTURES INC.		09/30/2012	CORPORATION: DELAWARE
MGM AND UA SERVICES COMPANY		09/30/2012	CORPORATION: DELAWARE
MGM DOMESTIC TELEVISION DISTRIBUTION LLC		09/30/2012	LIMITED LIABILITY COMPANY: DELAWARE
MGM HOME ENTERTAINMENT DISTRIBUTION CORP.		09/30/2012	CORPORATION: DELAWARE
MGM INTERACTIVE INC.		09/30/2012	CORPORATION: DELAWARE
MGM NETWORKS INC.		09/30/2012	CORPORATION: DELAWARE
MGM ON DEMAND INC.		09/30/2012	CORPORATION: DELAWARE
MGM TELEVISION ENTERTAINMENT INC.		09/30/2012	CORPORATION: DELAWARE
METRO-GOLDWYN-MAYER ANIMATION INC.		09/30/2012	CORPORATION: DELAWARE
MGM/UA, INC.		09/30/2012	CORPORATION: DELAWARE
PATHE FILMS, INC.		09/30/2012	CORPORATION: NEW YORK
PATHE RELEASING CORP.		09/30/2012	CORPORATION: NEW YORK
UNITED ARTISTS CORPORATION		09/30/2012	CORPORATION: DELAWARE
UNITED ARTISTS PICTURES INC.		09/30/2012	CORPORATION: DELAWARE
MGM NORTH AMERICA HOLDINGS INC.		09/30/2012	CORPORATION: DELAWARE
MGM INTERNATIONAL TELEVISION DISTRIBUTION INC.		09/30/2012	CORPORATION: DELAWARE

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ORION PICTURES CORPORATION		09/30/2012	CORPORATION: DELAWARE
ORION FILM CLASSICS COMPANY		09/30/2012	CORPORATION: CALIFORNIA
HERITAGE ENTERTAINMENT, INC.		09/30/2012	CORPORATION: DELAWARE
UNITED ARTISTS FILMS INC.		09/30/2012	CORPORATION: DELAWARE
ORION PICTURES DISTRIBUTION CORPORATION		09/30/2012	CORPORATION: DELAWARE
ORION PICTURES LIBRARY ACQUISITION CO., INC.		09/30/2012	CORPORATION: DELAWARE
PFE LIBRARY ACQUISITION COMPANY, INC.		09/30/2012	CORPORATION: DELAWARE
ORION TV PRODUCTIONS, INC.		09/30/2012	CORPORATION: NEW YORK
MGM DOMESTIC DIGITAL MEDIA INC.		09/30/2012	CORPORATION: DELAWARE
MGM DOMESTIC TV NETWORKS LLC		09/30/2012	LIMITED LIABILITY COMPANY: DELAWARE
MGM INTERNATIONAL DIGITAL MEDIA INC.		09/30/2012	CORPORATION: DELAWARE
METRO-GOLDWYN-MAYER DISTRIBUTION CO.		09/30/2012	CORPORATION: DELAWARE
THIS NETWORK LLC		09/30/2012	LIMITED LIABILITY COMPANY: DELAWARE
MGM DOMESTIC NETWORKS LLC		09/30/2012	LIMITED LIABILITY COMPANY: DELAWARE
UNITED ARTISTS PRODUCTION FINANCE LLC		09/30/2012	LIMITED LIABILITY COMPANY: DELAWARE
UNITED ARTISTS ENTERTAINMENT LLC		09/30/2012	CORPORATION: DELAWARE
METRO PICTURES CORPORATION OF AMERICA		09/30/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent
<b>Street Address:</b>	2029 Century Park East, 38th Floor
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90067
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark

Serial Number:	85728815	FAME
Serial Number:	85694237	METRO GOLDWYN MAYER ARS GRATIA ARTIS
Serial Number:	85728478	CARRIE

**CORRESPONDENCE DATA**

Fax Number: 2027393001  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 202-739-5652  
 Email: chowell@morganlewis.com  
 Correspondent Name: Catherine R. Howell, Senior Paralegal  
 Address Line 1: 1111 Pennsylvania Ave., N.W. Attn: TMSU  
 Address Line 2: Morgan, Lewis & Bockius LLP  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	066397-0410 (MGM)
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	11/28/2012

Total Attachments: 7  
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**SUPPLEMENT NO. 2 TO AMENDED AND RESTATED  
TRADEMARK SECURITY AGREEMENT**

**DATED AS OF FEBRUARY 6, 2012**

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

Dated as of September 30, 2012

(“Trademark Security Agreement Supplement”)

WHEREAS, MGM HOLDINGS II INC., a Delaware corporation (“Holdings”), METRO-GOLDWYN-MAYER INC., a Delaware corporation (the “Borrower”), and each of the Subsidiaries of the Borrower party hereto (the “Subsidiary Guarantors”; the Subsidiary Guarantors, Holdings and the Borrower is each 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 an Amended and Restated Credit Agreement dated as of February 6, 2012 (as the same may be amended, restated or otherwise modified, renewed, refinanced or replaced 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 Amended and Restated Guarantee and Collateral Agreement dated as of February 6, 2012 (as may be amended, restated, supplemented or otherwise modified, renewed or replaced 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 (the “Secured Parties”) (in such capacity, together with its successors in such capacity, the “Grantee”), Grantors have granted to Grantee for the benefit of the Secured Parties a security interest in substantially all of the assets of the Grantors, including all right, title and interest of the Grantors in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement referred to below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations;

WHEREAS, pursuant to the terms of the Amended and Restated Trademark Security Agreement dated as of February 6, 2012 and recorded by the United States Patent and Trademark Office (the “USPTO”) on February 13, 2012 at Reel 4716 Frame 0036 (as may be amended, restated, supplemented or otherwise modified, renewed or replaced and in effect from time to time, the “Trademark Security Agreement”) between the Grantors and the Grantee, each of the Grantors have granted to Grantee for the benefit of the Secured Parties a security interest in all right, title and interest of each of the Grantors in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations;

WHEREAS, certain of the Grantors have acquired or created additional trademarks since the date of execution of the Trademark Security Agreement and the most recent Trademark Security Agreement Supplement thereto (if any); and

WHEREAS, Schedule 1 to the Trademark Security Agreement does not reflect all the trademarks held by each of the Grantors since the date of execution of the Trademark Security Agreement and the most recent Trademark Security Agreement Supplement (if any) thereto.

THEREFORE,

A. Each of the Grantors does hereby confirm that it has granted to the Grantee (for the benefit of the Secured Parties), as security for the Secured Obligations or for its obligations under and in connection with its guaranty of the Secured Obligations, as the case may be, pursuant to and as more fully set forth in the Credit Agreement, the Guarantee and Collateral Agreement and the Trademark Security Agreement, a continuing security interest in and to all of such Grantor's right, title and interest in and to each and every item of Trademark Collateral being added to Schedule 1 to the Trademark Security Agreement pursuant to paragraph B below.

B. The Trademark Security Agreement is hereby supplemented, effective as of the date hereof, by amending Schedule 1 thereof to add the Trademark Collateral listed on Schedule 1 hereto so as to reflect all of the Trademark Collateral in and to which any Grantor has granted a continuing security interest to the Grantee (for the benefit of the Secured Parties) pursuant to the terms of the Trademark Security Agreement, the Guarantee and Collateral Agreement and the Credit Agreement.

C. Except as expressly supplemented hereby, the Trademark Security Agreement shall continue in full force and effect in accordance with the provisions thereof on the date hereof. As used in the Trademark Security Agreement, the terms "Agreement," "this Agreement," "this Trademark Security Agreement," "herein," "hereafter," "hereto," "hereof" and words of similar import, shall, unless the context otherwise requires, mean the Trademark Security Agreement as supplemented by this Supplement.

D. Except as expressly supplemented hereby, the Trademark Security Agreement, all documents contemplated thereby and any previously executed Trademark Security Agreement Supplements thereto, are each hereby confirmed and ratified by each Grantor.

E. The execution and filing of this Trademark Security Agreement Supplement, and the addition of the item(s) set forth herein are not intended by the parties to derogate from, or extinguish, any of any Grantee's rights or remedies under (i) the Trademark Security Agreement or the Guarantee and Collateral Agreement and/or any agreement, amendment or supplement thereto or any other instrument executed by any of the Grantors and heretofore recorded or submitted for recording in the U.S. Patent and Trademark Office or (ii) any financing statement, continuation statement, deed or charge or other instrument executed by any of the Grantors and heretofore filed in any state or county in the United States of America or elsewhere.

F. **THIS TRADEMARK SECURITY AGREEMENT SUPPLEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA, WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.**

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

H. Any provision of this Trademark Security Agreement Supplement which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

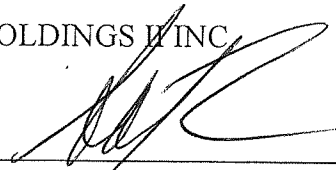

I. This Trademark Security Agreement Supplement may be executed in two or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute but one instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement Supplement by facsimile or transmitted electronically in a Tagged Image Format File ("TIFF"), Portable Document Format ("PDF") or other electronic format sent by electronic mail shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement Supplement. This Trademark Security Agreement Supplement shall become effective when it shall have been executed by each party hereto. Any party delivering an executed counterpart of this Trademark Security Agreement Supplement by facsimile or by email shall also deliver a manually executed counterpart of this Trademark Security Agreement Supplement, but failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement Supplement, and the parties hereby waive any right they may have to object to said treatment.

[Signature Pages Follow]

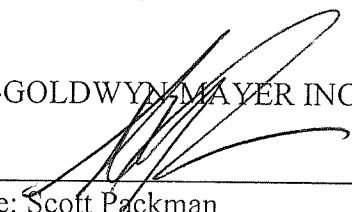

IN WITNESS WHEREOF, the Grantors and the Grantee have caused this Trademark Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the date written above.

GRANTORS:

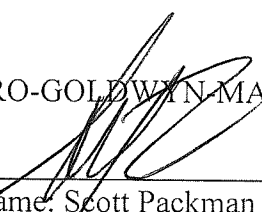

MGM HOLDINGS II INC

By:    
Name: Scott Packman  
Title: Senior Executive Vice President,  
Secretary and General Counsel


METRO-GOLDWYN-MAYER INC.

By:    
Name: Scott Packman  
Title: Senior Executive Vice President,  
Secretary and General Counsel

METRO-GOLDWYN-MAYER STUDIOS INC.

By:    
Name: Scott Packman  
Title: Senior Executive Vice President,  
Secretary and General Counsel

Metro-Goldwyn-Mayer Home Entertainment LLC  
Metro-Goldwyn-Mayer Lion Corp.  
Metro-Goldwyn-Mayer Pictures Inc.  
MGM and UA Services Company  
MGM Domestic Television Distribution LLC  
MGM Home Entertainment Distribution Corp.  
MGM Interactive Inc.  
MGM Networks Inc.  
MGM On Demand Inc.  
MGM Television Entertainment Inc.  
Metro-Goldwyn-Mayer Animation Inc.  
MGM/UA, Inc.  
Pathe Films, Inc.  
Pathe Releasing Corp.  
United Artists Corporation  
United Artists Pictures Inc.  
MGM North America Holdings Inc.  
MGM International Television Distribution Inc.  
Orion Pictures Corporation  
Metro Pictures Corporation of America  
Orion Film Classics Company  
Heritage Entertainment, Inc.  
United Artists Films Inc.  
Orion Pictures Distribution Corporation  
Orion Pictures Library Acquisition Co., Inc.  
PFE Library Acquisition Company, Inc.  
Orion TV Productions, Inc.  
MGM Domestic Digital Media Inc.  
MGM Domestic TV Networks LLC  
MGM International Digital Media Inc.  
Metro-Goldwyn-Mayer Distribution Co.  
THIS Network LLC  
MGM Domestic Networks LLC  
United Artists Production Finance LLC  
United Artists Entertainment LLC

By:   
Name: Scott Packman  
Title: Senior Executive Vice President,  
Secretary and General Counsel



ACKNOWLEDGMENT OF GRANTOR

State of California )

County of Los Angeles )

On October <sup>15</sup> 5, 2012 before me, David Edward Johnson, Notary Public,  
DATE NAME, TITLE OF OFFICER

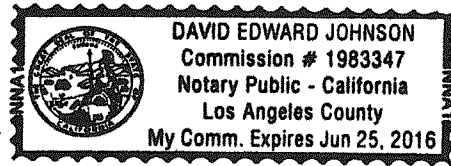
personally appeared Scott Packman  
NAME(S) OF SIGNER(S)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
SIGNATURE OF NOTARY PUBLIC



SCHEDULE 1  
to Supplement No. 2 to Amended and Restated Trademark Security Agreement

TRADEMARKS

Trademark Applications/Registrations

Trademark Name:		Classes:	Application/ Reg. Date:	Application/ Registration No:	Owner Name
FAME			9/13/2012	85-728815	METRO-GOLDWYN-MAYER STUDIOS INC.
Metro Goldwyn Mayer & Young Lion Logo			8/2/2012	85-694237	METRO-GOLDWYN-MAYER LION CORP.
CARRIE			9/13/2012	85-728478	METRO-GOLDWYN-MAYER STUDIOS INC.