

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM332980

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	2

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MGM Holdings II Inc.		12/31/2014	CORPORATION: DELAWARE
Metro-Goldwyn-Mayer Inc.		12/31/2014	CORPORATION: DELAWARE
Metro-Goldwyn-Mayer Studios Inc.		12/31/2014	CORPORATION: DELAWARE
METRO-GOLDWYN-MAYER HOME ENTERTAINMENT LLC		12/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
MCEG Sterling Entertainment		12/31/2014	CORPORATION: CALIFORNIA
METRO-GOLDWYN-MAYER ANIMATION INC.		12/31/2014	CORPORATION: DELAWARE
METRO-GOLDWYN-MAYER DISTRIBUTION CO.		12/31/2014	CORPORATION: DELAWARE
METRO-GOLDWYN-MAYER LION CORP.		12/31/2014	CORPORATION: DELAWARE
METRO-GOLDWYN-MAYER PICTURES INC.		12/31/2014	CORPORATION: DELAWARE
METRO-GOLDWYN-MAYER STUDIOS INC		12/31/2014	CORPORATION: DELAWARE
MGM AND UA SERVICES COMPANY		12/31/2014	CORPORATION: DELAWARE
MGM DOMESTIC TELEVISION DISTRIBUTION LLC		12/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
MGM DOMESTIC DIGITAL MEDIA INC.		12/31/2014	CORPORATION: DELAWARE
MGM DOMESTIC NETWORKS LLC		12/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
MGM DOMESTIC TV NETWORKS LLC		12/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
MGM HOME ENTERTAINMENT DISTRIBUTION CORP.		12/31/2014	CORPORATION: DELAWARE
MGM INTERACTIVE, INC.		12/31/2014	CORPORATION: DELAWARE
MGM INTERNATIONAL DIGITAL MEDIA INC.		12/31/2014	CORPORATION: DELAWARE
MGM INTERNATIONAL		12/31/2014	CORPORATION: DELAWARE

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**TRADEMARK**

Name	Formerly	Execution Date	Entity Type
TELEVISION DISTRIBUTION INC.			
MGM NORTH AMERICA HOLDINGS INC.		12/31/2014	CORPORATION: DELAWARE
MGM ON DEMAND INC.		12/31/2014	CORPORATION: DELAWARE
MGM TELEVISION ENTERTAINMENT INC.		12/31/2014	CORPORATION: DELAWARE
ORION PICTURES CORPORATION		12/31/2014	CORPORATION: DELAWARE
ORION PICTURES DISTRIBUTION CORPORATION		12/31/2014	CORPORATION: DELAWARE
ORION TV PRODUCTIONS, INC.		12/31/2014	CORPORATION:
PATHE RELEASING CORP.		12/31/2014	CORPORATION: NEW YORK
PFE LIBRARY ACQUISITION COMPANY, INC.		12/31/2014	CORPORATION: DELAWARE
UNITED ARTISTS CORPORATION		12/31/2014	CORPORATION: DELAWARE
UNITED ARTISTS PICTURES INC.		12/31/2014	CORPORATION: DELAWARE
THIS NETWORK LLC		12/31/2014	CORPORATION: DELAWARE
UNITED ARTISTS PRODUCTION FINANCE LLC		12/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
UNITED ARTISTS ENTERTAINMENT LLC		12/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
Orion Home Entertainment Corporation		12/31/2014	CORPORATION: DELAWARE
MGM Channel International Holdings LLC		12/31/2014	LIMITED LIABILITY COMPANY: 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: 1

Property Type	Number	Word Mark
<b>Serial Number:</b>	86480640	THREE AMIGOS

**CORRESPONDENCE DATA****Fax Number:** 2027393001*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; 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.**Address Line 2:** Morgan, Lewis & Bockius LLP**Address Line 4:** Washington, D.C. 20004**ATTORNEY DOCKET NUMBER:** 066397-0410**NAME OF SUBMITTER:** Catherine R. Howell, Senior Paralegal**SIGNATURE:** /Catherine R. Howell/**DATE SIGNED:** 02/23/2015**Total Attachments: 7**

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**SUPPLEMENT NO. 2 TO  
TRADEMARK SECURITY AGREEMENT**

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

Dated as of December 31 2014

("Trademark Security Agreement Supplement")

WHEREAS, METRO-GOLDWYN-MAYER INC., a Delaware corporation (the "Borrower"), MGM HOLDINGS II INC., a Delaware corporation ("Holdings"), and each of the Subsidiaries of the Borrower party hereto (collectively, the "Subsidiary Guarantors"; and together with Holdings and the Borrower, 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 a Second Lien Credit Agreement dated as of June 26, 2014 (as the same may be amended, supplemented or otherwise modified, renewed, restated, refinanced or replaced from time to time, the "Credit Agreement") with the lenders referred to therein (the "Lenders") and JPMorgan Chase Bank, N.A., as administrative agent (together with its successors in such capacity, the "Administrative Agent");

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of June 26, 2014 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced, the "Guarantee and Collateral Agreement") between the Grantors and the Administrative Agent, Grantors have granted to the Administrative Agent (for the benefit of the Secured Parties defined therein) 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, currently existing or hereafter acquired or arising, to secure the Secured Obligations;

WHEREAS, pursuant to the terms of the Trademark Security Agreement dated as of June 26, 2014 and recorded by the United States Patent and Trademark Office (the "USPTO") on June 26, 2014 at Reel 5310 Frame 0932 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced, the "Trademark Security Agreement") between the Grantors and the Administrative Agent, each of the Grantors has granted to the Administrative Agent (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) to the extent constituting Collateral (as defined in the Guarantee and Collateral Agreement), whether now owned, currently 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 Administrative Agent (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 so as to reflect all of the Trademark Collateral in and to which any Grantor has granted a continuing security interest to the Administrative Agent (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 and 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 the Administrative Agent'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.


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]

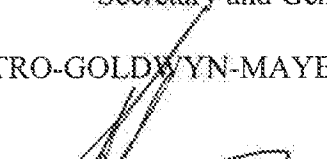
IN WITNESS WHEREOF, the Grantors and the Administrative Agent have caused this Trademark Security Agreement Supplement to be duly executed by its duly authorized officer as of the date first written above.

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.  
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 On Demand Inc.  
MGM Television Entertainment Inc.  
Metro-Goldwyn-Mayer Animation Inc.  
Pathe Releasing Corp.  
United Artists Corporation  
United Artists Pictures Inc.  
MGM North America Holdings Inc.  
MGM International Television Distribution Inc.  
Orion Pictures Corporation  
Orion Pictures Distribution Corporation  
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  
Orion Home Entertainment Corporation  
MCEG Sterling Entertainment  
MGM Channel International Holdings LLC

By: \_\_\_\_\_

Name: Scott Packman

Title: Senior Executive Vice President,  
Secretary and General Counsel



ACKNOWLEDGMENT OF GRANTOR

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Los Angeles )

On JANUARY 7, 2015, before me, S. C. ANDERSON  
DATE NAME, TITLE OF OFFICER

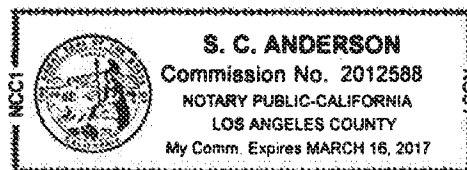
personally appeared SCOTT PACKMAN  
NAME(S) OF SIGNER(S)

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 S. C. Anderson  
SIGNATURE OF NOTARY PUBLIC



**SCHEDULE 1**  
**to Supplement No. 2 to Trademark Security Agreement**

**TRADEMARKS**

**Trademark Applications/Registrations**

Trademark Name	Classes	Application/ Reg. Date	Application/ Registration No.	Owner Name
THREE AMIGOS		12/15/2014	86-480640	Orion Pictures Corporation