

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374346

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement No. 5 to the Trademark Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MGM HOLDINGS II INC.		12/31/2015	CORPORATION: DELAWARE
METRO-GOLDWYN-MAYER INC.		12/31/2015	CORPORATION: DELAWARE
METRO-GOLDWYN-MAYER STUDIOS, INC.		12/31/2015	CORPORATION: DELAWARE
METRO-GOLDWYN-MAYER HOME ENTERTAINMENT LLC		12/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
METRO-GOLDWYN-MAYER LION CORP.		12/31/2015	CORPORATION: DELAWARE
METRO-GOLDWYN-MAYER PICTURES INC.		12/31/2015	CORPORATION: DELAWARE
MGM AND UA SERVICES COMPANY		12/31/2015	COMPANY: DELAWARE
MGM DOMESTIC TELEVISION DISTRIBUTION LLC		12/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
MGM HOME ENTERTAINMENT DISTRIBUTION CORP.		12/31/2015	CORPORATION: DELAWARE
MGM INTERACTIVE INC.		12/31/2015	CORPORATION: DELAWARE
MGM ON DEMAND INC.		12/31/2015	CORPORATION: DELAWARE
MGM TELEVISION ENTERTAINMENT INC.		12/31/2015	CORPORATION: DELAWARE
METRO-GOLDWYN-MAYER ANIMATION INC.		12/31/2015	CORPORATION: DELAWARE
PATHE RELEASING CORP.		12/31/2015	CORPORATION: NEW YORK
UNITED ARTISTS CORPORATION		12/31/2015	CORPORATION: DELAWARE
UNITED ARTISTS PICTURES INC.		12/31/2015	CORPORATION: DELAWARE
MGM NORTH AMERICAN HOLDINGS INC.		12/31/2015	CORPORATION: DELAWARE
MGM INTERNATIONAL TELEVISION DISTRIBUTION INC.		12/31/2015	CORPORATION: DELAWARE

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Name	Formerly	Execution Date	Entity Type
ORION PICTURES CORPORATION		12/31/2015	CORPORATION: DELAWARE
ORION PICTURES DISTRIBUTION CORPORATION		12/31/2015	CORPORATION: DELAWARE
PFE LIBRARY ACQUISITION COMPANY, INC.		12/31/2015	CORPORATION: DELAWARE
ORION TV PRODUCTIONS, INC.		12/31/2015	CORPORATION: NEW YORK
MGM DOMESTIC DIGITAL MEDIA INC.		12/31/2015	CORPORATION: DELAWARE
MGM DOMESTIC TV NETWORKS LLC		12/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
MGM INTERNATIONAL DIGITAL MEDIA INC.		12/31/2015	CORPORATION: DELAWARE
METRO-GOLDWYN-MAYER DISTRIBUTION CO.		12/31/2015	CORPORATION: DELAWARE
THIS NETWORK LLC		12/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
MGM DOMESTIC NETWORKS LLC		12/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
UNITED ARTISTS PRODUCTION FINANCE LLC		12/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
UNITED ARTISTS ENTERTAINMENT LLC		12/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
ORION HOME ENTERTAINMENT CORPORATION		12/31/2015	CORPORATION: DELAWARE
MCEG STERLING ENTERTAINMENT		12/31/2015	CORPORATION: CALIFORNIA
MGM CHANNEL INTERNATIONAL HOLDINGS LLC		12/31/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, NA., as Administrative Agent
Street Address:	10 South Dearborn Street
Internal Address:	9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	86827484	BREAKIN'

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: 2027393000

Email: fgordon@morganlewis.com

Correspondent Name: Morgan, Lewis & Bockius LLP

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	066397.0410
NAME OF SUBMITTER:	Felicia D. Gordon
SIGNATURE:	/Felicia D. Gordon/
DATE SIGNED:	02/24/2016

Total Attachments: 7

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**SUPPLEMENT NO. 5 TO
TRADEMARK SECURITY AGREEMENT**

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

Dated as of December 31, 2015

(“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 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

SCHEDULE 1
to Supplement No. 5 to Trademark Security Agreement

TRADEMARKS

Trademark Applications/Registrations

Trademark	Country	Filing Date	App Number	Owner
BREAKIN'	United States of America	11/20/2015	86-827,484	Metro-Goldwyn-Mayer Studios Inc.

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)

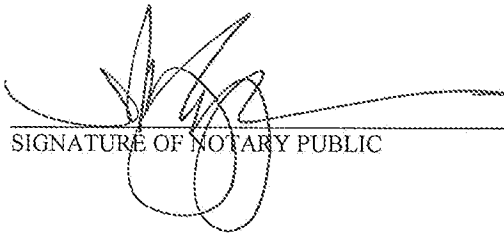
On 1/29/2016 before me, MYLYN Williams, Notary Public,
DATE NAME, TITLE OF OFFICER

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: 
SIGNATURE OF NOTARY PUBLIC

