

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM483589

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Supplement No. 21 to Amended and Restated Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
MGM Holdings II Inc.		07/23/2018	Corporation: DELAWARE
Metro-Goldwyn-Mayer Inc.		07/23/2018	Corporation: DELAWARE
Metro-Goldwyn-Mayer Studios Inc.		07/23/2018	Corporation: DELAWARE
Metro-Goldwyn-Mayer Home Entertainment LLC		07/23/2018	Limited Liability Company: DELAWARE
Metro-Goldwyn-Mayer Lion Corp.		07/23/2018	Corporation: DELAWARE
Metro-Goldwyn-Mayer Pictures Inc.		07/23/2018	Corporation: DELAWARE
MGM and UA Services Company		07/23/2018	Company: DELAWARE
MGM Domestic Television Distribution LLC		07/23/2018	Limited Liability Company: DELAWARE
MGM Home Entertainment Distribution Corp.		07/23/2018	Corporation: DELAWARE
MGM Interactive Inc.		07/23/2018	Corporation: DELAWARE
MGM On Demand Inc.		07/23/2018	Corporation: DELAWARE
MGM Television Entertainment Inc.		07/23/2018	Corporation: DELAWARE
Metro-Goldwyn-Mayer Animation Inc.		07/23/2018	Corporation: DELAWARE
Pathe Releasing Corp.		07/23/2018	Corporation: NEW YORK
United Artists Corporation		07/23/2018	Corporation: DELAWARE
United Artists Pictures Inc.		07/23/2018	Corporation: DELAWARE
MGM North America Holdings Inc.		07/23/2018	Corporation: DELAWARE
MGM International Television Distribution Inc.		07/23/2018	Corporation: DELAWARE
Orion Pictures Corporation		07/23/2018	Corporation: DELAWARE
Orion Pictures Distribution Corporation		07/23/2018	Corporation: DELAWARE
PFE Library Acquisition Company, Inc.		07/23/2018	Corporation: DELAWARE
Orion TV Productions, Inc.		07/23/2018	Corporation: NEW YORK

TRADEMARK

<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MGM Domestic Digital Media Inc.		07/23/2018	Corporation: DELAWARE
MGM Domestic TV Networks LLC		07/23/2018	Limited Liability Company: DELAWARE
MGM International Digital Media Inc.		07/23/2018	Corporation: DELAWARE
Metro-Goldwyn-Mayer Distribution Co.		07/23/2018	Corporation: DELAWARE
THIS Network LLC		07/23/2018	Limited Liability Company: DELAWARE
MGM Domestic Networks LLC		07/23/2018	Limited Liability Company: DELAWARE
United Artists Production Finance LLC		07/23/2018	Limited Liability Company: DELAWARE
United Artists Entertainment LLC		07/23/2018	Limited Liability Company: DELAWARE
MCEG Sterling Entertainment		07/23/2018	Corporation: CALIFORNIA
Orion Releasing LLC		07/23/2018	Limited Liability Company: CALIFORNIA
MGM Channel International Holdings LLC		07/23/2018	Limited Liability Company: DELAWARE
Orion Home Entertainment Corporation		07/23/2018	Corporation: DELAWARE
UAMG Content, LLC		07/23/2018	Limited Liability Company: DELAWARE
UA Media Holdings LLC		07/23/2018	Limited Liability Company: DELAWARE
UAMG Mexico Productions LLC		07/23/2018	Limited Liability Company: DELAWARE
EPIX Entertainment LLC		07/23/2018	Limited Liability Company: DELAWARE
EFT Media Holdings LLC		07/23/2018	Limited Liability Company: DELAWARE
EFT Media Productions LLC		07/23/2018	Limited Liability Company: DELAWARE
Big Fish Entertainment LLC		07/23/2018	Limited Liability Company: MARYLAND
BFE Media Holdings LLC		07/23/2018	Limited Liability Company: DELAWARE
Hudson Gear Works LLC		07/23/2018	Limited Liability Company: NEW YORK
Inked Out Productions LLC		07/23/2018	Limited Liability Company: NEW YORK
Spearfish Creative LLC		07/23/2018	Limited Liability Company: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A.
<b>Street Address:</b>	10 South Dearborn Street
<b>Internal Address:</b>	9th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 23**

<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	5470905	COUPLES COURT WITH THE CUTLERS
<b>Registration Number:</b>	4088259	EPIX
<b>Registration Number:</b>	4053406	EPIX
<b>Registration Number:</b>	4042448	EPIX
<b>Registration Number:</b>	3782196	EPIX
<b>Registration Number:</b>	3753163	EPIX
<b>Registration Number:</b>	3758928	EPIX
<b>Registration Number:</b>	4380423	EPIX
<b>Registration Number:</b>	3623587	EVERY ROUND COUNTS
<b>Registration Number:</b>	3297856	EVOLUTION
<b>Registration Number:</b>	1978125	EVOLUTION FILM & TAPE, INC.
<b>Registration Number:</b>	3864831	EVOLUTION MEDIA
<b>Registration Number:</b>	5347035	GET SHORTY
<b>Registration Number:</b>	4541881	HERCULES
<b>Registration Number:</b>	4556069	LEGALLY BLONDE SHAMPOO FOR BLONDE OR COL
<b>Registration Number:</b>	3153432	LIGHTWORKER
<b>Registration Number:</b>	4674586	LIGHTWORKER TV
<b>Registration Number:</b>	3406911	THE CONTENDER
<b>Registration Number:</b>	3406912	THE CONTENDER
<b>Registration Number:</b>	4122092	THIS
<b>Registration Number:</b>	4815494	VIKINGS
<b>Registration Number:</b>	4608388	WE GET BIG MOVIES
<b>Registration Number:</b>	4608389	WE GET BIG MOVIES

**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: 2027395866

**Email:** felicia.gordon@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:** 07/27/2018

**Total Attachments: 9**

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**SUPPLEMENT NO. 21 TO AMENDED AND RESTATED  
TRADEMARK SECURITY AGREEMENT**

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

*Dated as of July 3, 2018*

("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 a Third Amended and Restated Credit Agreement dated as of July 3, 2018 (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 Third Amended and Restated Guarantee and Collateral Agreement dated as of July 3, 2018 (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 Trademark Security Agreement 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 USPTO 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 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: Lesley Freeman  
Title: Chief Legal Officer and Secretary

METRO-GOLDWYN-MAYER INC.

By:   
Name: Lesley Freeman  
Title: Chief Legal Officer and Secretary



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  
MCEG STERLING ENTERTAINMENT  
ORION RELEASING LLC  
MGM CHANNEL INTERNATIONAL HOLDINGS LLC  
ORION HOME ENTERTAINMENT CORPORATION  
UAMG CONTENT, LLC  
UA MEDIA HOLDINGS LLC  
UAMG MEXICO PRODUCTIONS LLC  
EPIX ENTERTAINMENT LLC  
EFT MEDIA HOLDINGS LLC  
EFT MEDIA PRODUCTIONS LLC  
BIG FISH ENTERTAINMENT LLC  
BFE MEDIA HOLDINGS LLC  
HUDSON GEAR WORKS LLC  
INKED OUT PRODUCTIONS LLC  
SPEARFISH CREATIVE LLC

By:   
Name: Lesley Freeman  
Title: Chief Legal Officer and Secretary



SCHEDULE 1

to

SUPPLEMENT NO. 21  
AMENDED AND RESTATED  
TRADEMARK SECURITY AGREEMENT  
DATED FEBRUARY 6, 2012

Trademark	Country	Class	App. Number	Filing Date	Reg. Number	Reg. Date	Owner
COUPLES COURT WITH THE CUTLERS	United States of America	41	87376289	17-Mar-2017	5470905	15-May-2018	Orion TV Productions, Inc.
EPIX	United States of America	9	77627128	05-Dec-2008	4088259	17-Jan-2012	EPIX Entertainment LLC
EPIX	United States of America	38	77627138	05-Dec-2008	4053406	08-Nov-2011	EPIX Entertainment LLC
EPIX	United States of America	41	77627144	05-Dec-2008	4042448	18-Oct-2011	EPIX Entertainment LLC
EPIX Design I	United States of America	9	77627131	05-Dec-2008	3782196	27-Apr-2010	EPIX Entertainment LLC
EPIX Design I	United States of America	38	77627142	05-Dec-2008	3753163	23-Feb-2010	EPIX Entertainment LLC
EPIX Design I	United States of America	41	77627147	05-Dec-2008	3758928	09-Mar-2010	EPIX Entertainment LLC
EPIX Stylized	United States of America	35	77627136	05-Dec-	4380423	06-Aug-	EPIX Entertainment

	America			2008		2013	LLC
EVERY ROUND COUNTS	United States of America	41	77203155	11-Jun-2007	3623587	19-May-2009	Contender Partners, LLC
EVOLUTION Device	United States of America	41	78905401	10-Jun-2006	3297856	25-Sep-2007	EFT Media Holdings LLC
EVOLUTION FILM & TAPE, INC.	United States of America	41	74666283	27-Apr-1995	1978125	04-Jun-1996	EFT Media Holdings LLC
EVOLUTION MEDIA	United States of America	41	77347439	08-Dec-2007	3864831	19-Oct-2010	EFT Media Holdings LLC
GET SHORTY	United States of America	41	86953531	25-Mar-2016	5347035	28-Nov-2017	Metro-Goldwyn-Mayer Studios Inc.
HERCULES	United States of America	9	85895125	04-Apr-2013	4541881	03-Jun-2014	Metro-Goldwyn-Mayer Studios Inc.
LEGALLY BLONDE SHAMPOO FOR BLONDE OR COLOR TREATED HAIR	United States of America	3	86160353	08-Jan-2014	4556069	24-Jun-2014	Metro-Goldwyn-Mayer Studios Inc.
LIGHTWORKER	United States of America	41, 45	78678036	26-Jul-2005	3153432	10-Oct-2006	LightWorkers Media, LLC
LIGHTWORKER TV	United States of America	38	86280026	13-May-2014	4674586	20-Jan-2015	LightWorkers Media, LLC
THE CONTENDER Color Logo	United States of America	41	78765917	02-Dec-2005	3406911	01-Apr-2008	Contender Partners, LLC
THE CONTENDER Logo	United States of America	41	78765928	02-Dec-2005	3406912	01-Apr-2008	Contender Partners, LLC

THIS	United States of America	38	77506538	24-Jun-2008	4122092	03-Apr-2012	Metro-Goldwyn-Mayer Studios Inc.
VIKINGS	United States of America	41	85571773	16-Mar-2012	4815494	22-Sep-2015	TM PRODUCTIONS LIMITED
WE GET BIG MOVIES	United States of America	38	86054076	23-Aug-2013	4608388	23-Sep-2014	EPIX Entertainment LLC
WE GET BIG MOVIES	United States of America	41	86054080	23-Aug-2013	4608389	23-Sep-2014	EPIX Entertainment LLC