

06-28-2002



102139175 COVER SHEET  
**TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Metro-Goldwyn-Mayer Studios, Inc.**  
*6-14-02*  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State - **Delaware**  
 Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: **Bank of America, N.A.**  
Internal Address: **Ms. Gina Meador**  
Street Address: **555 South Flower Street, 11th Floor**  
City: **Los Angeles** State: **CA** Zip: **90071**  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State **Delaware**  
 Other \_\_\_\_\_  
If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_  
Execution Date: **June 11, 2002**

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
**See Schedule A**  
Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)  
**See Schedule A**

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **Amster, Rothstein & Ebenstein**  
Internal Address: **Anthony F. Lo Cicero, Esq.**  
Street Address: **90 Park Avenue**  
City: **New York** State: **NY** Zip: **10016**

6. Total number of applications and registrations involved: **9**  
7. Total fee (37 CFR 3.41).....\$ **240.00**  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number:  
(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*  
**Anthony F. Lo Cicero**      *[Signature]*  
Name of Person Signing      Signature  
**June 14, 2002**      Date

06/27/2002 DBYRNE 00000265 75262582  
01 FC:481  
02 FC:482  
204251.1

Total number of pages including cover sheet, attachments, and document: **53**  
All documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

**TRADEMARK**  
**REEL: 002534 FRAME: 0133**

**SCHEDULE A**

**Metro-Goldwyn-Mayer Studios, Inc.**

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>
MACHINE HUNTER	75/262,582	2,265,404
STARGATE	75/296,937	2,296,505
STARGATE SG-1	75/978,738	2,297,059
STARGATE	75/385,939	2,380,249
RAT PATROL	75/981,016	2,518,650
SEA HUNT	75/703,283	
RAT PATROL	76/081,092	
WARGAMES	78/057,737	
LEGALLY BLOND	78/089,613	

**FIRST SUPPLEMENT TO  
AMENDED AND RESTATED  
TRADEMARK SECURITY AGREEMENT**

FIRST SUPPLEMENT TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT dated as of June 11, 2002 (this "**Supplement**") made by MGM and UA Services Company, MGM Development Inc., MGM Domestic Television Distribution Inc., MGM Home Entertainment Distribution Corp., MGM Interactive, Inc., MGM International Television Distribution Inc., MGM LAPT V Inc., MGM Networks Inc., MGM Networks U.S. Inc., MGM On Demand Inc., Midnight Blue Productions, Inc., Orion Pictures Library Acquisition Co., Inc., Pathe Films, Inc., PFE Library Acquisition Company, Inc. and United Artists Films Inc. (each, an "**Additional Grantor**" and, collectively, the "**Additional Grantors**") and the Grantors (as defined below), in favor of BANK OF AMERICA, N.A., as Agent.

WITNESSETH:

WHEREAS, Metro-Goldwyn-Mayer Studios Inc., a Delaware corporation (together with its successors, "**MGM Studios**"), Orion Pictures Corporation, a Delaware corporation (together with its successors, "**Orion**"; and Orion together with MGM Studios, the "**Borrowers**"), certain Lenders, certain L/C Issuers and Bank of America, N.A., as agent (the "**Agent**") are parties to a Third Amended and Restated Credit Agreement of even date herewith (as so amended and restated and as the same may be amended and in effect from time to time among said parties and such lenders as may from time to time be parties thereto, the "**Credit Agreement**", and as originally in effect and as amended from time to time prior to the date hereof, the "**Original Credit Agreement**");

WHEREAS, certain Subsidiaries of the Borrowers (each, a "**Guarantor**" and, collectively, the "**Guarantors**", and together with the Borrowers, the "**Grantors**") and the Agent are parties to the Amended and Restated Subsidiary Guaranty Agreement dated as of October 15, 1997 (as may be amended from time to time, the "**Guaranty**"), pursuant to which the Guarantors guaranteed payment of all amounts payable by each Borrower under the Credit Agreement and the other Loan Documents and all Hedging Obligations;

WHEREAS, the Grantors and the Agent are parties to the Amended and Restated Borrower and Guarantor Security Agreement dated as of October 15, 1997 (as may be amended and in effect from time to time, the "**Security Agreement**");

WHEREAS, pursuant to the Security Agreement, the Grantors have executed the Amended and Restated Trademark Security Agreement (Trademark, Trademark Registrations, Trademark Applications and Trademark Licenses) (the "**Trademark Security Agreement**") dated as of October 15, 1997, pursuant to which Grantors have granted to the Agent a security interest in all right, title and interest of 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;

WHEREAS, each of the Additional Grantors was acquired or otherwise became a Material Subsidiary after October 15, 1997;

WHEREAS, Section 5.23(d) of the Original Credit Agreement required each Borrower to cause each of its Material Subsidiaries (other than a Foreign Subsidiary or a Single Purpose Subsidiary) that was acquired or otherwise became a Material Subsidiary after the Effective Date thereunder to become a party to the Guaranty and to become a party to the Security Agreement and grant security interests upon all of its assets to secure its obligations under the Guaranty;

WHEREAS, Section 5.22(d) of the Credit Agreement requires each Borrower to cause each of its Material Subsidiaries (other than a Foreign Subsidiary or a Single Purpose Subsidiary) that is acquired or otherwise becomes a Material Subsidiary after the Effective Date to become a party to the Guaranty and to become a party to the Security Agreement and grant security interests upon all of its assets to secure its obligations under the Guaranty;

WHEREAS, certain of the Additional Grantors are executing, contemporaneously herewith, (i) a Third Supplement to Amended and Restated Subsidiary Guaranty Agreement, (ii) a Third Supplement to Amended and Restated Borrower and Guarantor Security Agreement, (iii) a Third Supplement to Amended and Restated Guarantor Pledge Agreement and (iv) a Third Supplement to Amended and Restated Copyright Security Agreement, each dated as of June 11, 2002 (collectively, with this Supplement, the "**Supplements**" and, together with the Security Agreement and other Loan Documents supplemented thereby, the "**Additional Grantor Agreements**");

WHEREAS, certain of the Additional Grantors have previously executed supplements to each of the Additional Grantor Agreements (except for the Trademark Security Agreement for which no supplements thereto have been executed);

WHEREAS, certain of the Grantors, who have previously executed Additional Grantor Agreements (including the Trademark Security Agreement), have acquired Trademark Collateral since October 15, 1997 and such Trademark Collateral is included on supplemental Schedule 1 attached hereto; and

WHEREAS, Section 5.6(C) of the Security Agreement requires each Grantor who acquires Trademark Collateral subsequent to its execution of the Trademark Security Agreement to provide to the Agent on a periodic basis a supplement to the Trademark Security Agreement setting forth on a schedule thereto such Trademark Collateral;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. *Additional Grantors.* From and after the date hereof, (a) each Additional Grantor (i) shall be a “**Grantor**” party to the Trademark Security Agreement for all purposes thereof and (ii) agrees that it will be bound by the provisions of the Trademark Security Agreement and will perform in accordance with its terms all of the obligations which by the terms of the Trademark Security Agreement are required to be performed by it as a Grantor thereunder and (b) each reference in the Trademark Security Agreement to “**Grantors**” shall include the “**Additional Grantors**” and each Additional Grantor shall be a “**Grantor**”.

Section 2. *The Security Interests.* Subject to the terms and provisions of the Security Agreement, and without limitation of Section 1 hereof, in order to secure the full and punctual payment of the Secured Obligations, each Additional Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties a continuing security interest in and to all of the Trademark Collateral of such Additional Grantor, whether now owned or existing or hereafter acquired or arising and regardless of where located, (but excluding any property or interest or any portion thereof at any date to the extent that (and only for so long as) the granting of a security interest by such Additional Grantor with respect to such property or interest or portion thereof is expressly prohibited by a Contractual Restriction with respect to which necessary consent, waiver or amendment has not theretofore been obtained or agreed).

Section 3. *Supplement To Schedule 1 To The Trademark Security Agreement.* Schedule 1 to the Trademark Security Agreement is hereby supplemented by adding to such schedule the Trademarks (as defined in the Security Agreement) listed on the supplemental Schedule 1 attached hereto.

Section 4. *Continuing Effectiveness Of Trademark Security Agreement.* The Trademark Security Agreement, as supplemented by this Supplement, shall continue to be and shall remain in full force and effect in accordance with its terms.

Section 5. *Additional Grantors Representations And Warranties.* Each Additional Grantor represents and warrants as follows:

(a) Such Additional Grantor is a corporation or limited liability company, as applicable, duly organized, validly existing and in good standing

under the laws of its jurisdiction of organization and has all corporate or limited liability company powers, as applicable, and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted, except to the extent such licenses, authorizations, consents and approvals could not in the aggregate reasonably be expected to have a Material Adverse Effect.

(b) The execution, delivery and performance by such Additional Grantor of the Supplements to which it is a party and its performance of the Additional Grantor Agreements to which is a party are (i) within such Additional Grantor's corporate or limited liability company powers, as applicable, and have been duly authorized by all necessary corporate or limited liability company action, as applicable, (ii) require no action by or in respect of, or filing with, any governmental body, agency or official, other than actions or filings which have been taken or made on or prior to the date hereof or, solely with respect to filings necessary to perfect any security interest created under any of the Collateral Documents, will be made not later than 10 Domestic Business Days after the execution of this Supplement, (iii) do not contravene, or constitute a default under, any provision (v) of applicable law or regulation, (w) of the organization documents or limited liability company agreement of such Additional Grantor, (x) of any agreement or instrument under which Debt has or may be incurred binding upon such Additional Grantor or any of its Subsidiaries, (y) of any other agreement or instrument binding upon such Additional Grantor or any of its Subsidiaries which contravention or default could reasonably be expected to have a Material Adverse Effect or (z) of any judgment, injunction, order or decree binding upon such Additional Grantor or any of its Subsidiaries or result in the creation or imposition of any Lien on any material asset of such Additional Grantor or any of its Subsidiaries.


(c) Each of the Supplements and Additional Grantor Agreements to which such Additional Grantor is a party has been duly executed and delivered by such Additional Grantor and constitutes a valid and binding agreement of such Additional Grantor, enforceable in accordance with its terms except as may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally and as may be limited by equitable principles of general applicability.

**Section 6. *Governing Law.* THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS OTHERWISE REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT REMEDIES PROVIDED BY THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK ARE GOVERNED BY THE LAWS OF SUCH JURISDICTION.**


**Section 7. *Counterparts.*** This Supplement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Supplement to be duly executed and delivered as of this 11<sup>th</sup> day of June 2002.


MGM AND UA SERVICES COMPANY

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President and Chief  
Financial Officer


MGM DEVELOPMENT INC.

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President and Chief  
Financial Officer

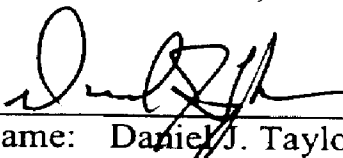
MGM DOMESTIC TELEVISION  
DISTRIBUTION INC.

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President and Chief  
Financial Officer

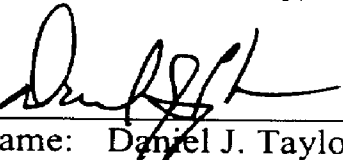
MGM HOME ENTERTAINMENT  
DISTRIBUTION CORP.

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President and Chief  
Financial Officer

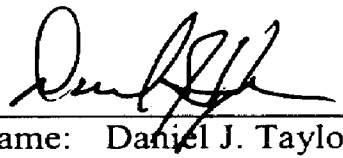
MGM INTERACTIVE, INC.

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President and Chief  
Financial Officer


MGM INTERNATIONAL TELEVISION  
DISTRIBUTION INC.

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President and Chief  
Financial Officer

MGM LAPT V INC.

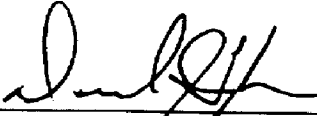
By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President and Chief  
Financial Officer

MGM NETWORKS INC.


By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President and Chief  
Financial Officer




MGM NETWORKS U.S. INC.

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President and Chief  
Financial Officer


MGM ON DEMAND INC.

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President and Chief  
Financial Officer

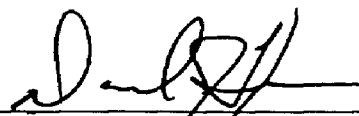
MIDNIGHT BLUE PRODUCTIONS,  
INC.

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President and Chief  
Financial Officer

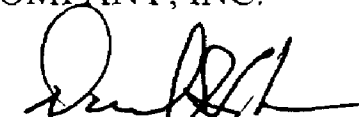
ORION PICTURES LIBRARY  
ACQUISITION CO., INC.

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President and Chief  
Financial Officer

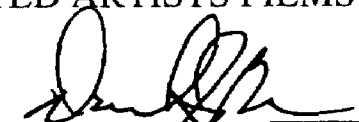
PATHE FILMS, INC.

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President and Chief  
Financial Officer


PFE LIBRARY ACQUISITION  
COMPANY, INC.

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President and Chief  
Financial Officer

UNITED ARTISTS FILMS INC.


By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President and Chief  
Financial Officer

The foregoing is hereby accepted and agreed:  
BANK OF AMERICA, N.A., as Agent

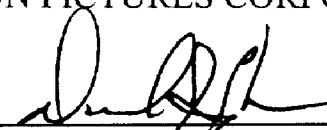
By:   
Name: GINA MEADOR  
Title: Vice President

The foregoing is hereby acknowledged, agreed and consented to by each of the undersigned Grantors, each of which acknowledges that the execution and delivery of this Supplement by the Additional Grantors and the Agent shall not exonerate, discharge, impair or otherwise affect its obligations under the Trademark Security Agreement and each Grantor hereby certifies that it is in compliance as of the date hereof with Section 5.6(C) of the Security Agreement:


METRO-GOLDWYN-MAYER STUDIOS  
INC.

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President and Chief Financial  
Officer


ORION PICTURES CORPORATION

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President and Chief Financial  
Officer

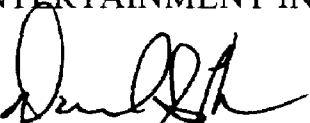
HERITAGE ENTERTAINMENT, INC.

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President and Chief Financial  
Officer


METRO-GOLDWYN-MAYER  
ANIMATION INC.

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President and Chief Financial  
Officer

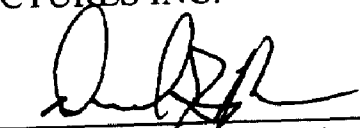
METRO-GOLDWYN-MAYER HOME  
ENTERTAINMENT INC.

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President and Chief  
Financial Officer

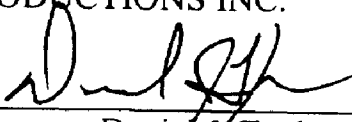
METRO-GOLDWYN-MAYER LION  
CORP.

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President and Chief  
Financial Officer

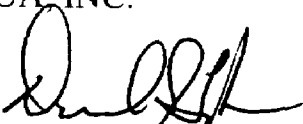
METRO-GOLDWYN-MAYER  
PICTURES INC.

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President and Chief  
Financial Officer

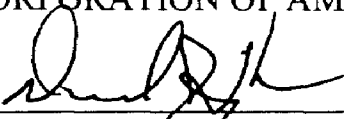
MGM TELEVISION ENTERTAINMENT INC.  
formerly MGM WORLDWIDE TELEVISION  
PRODUCTIONS INC.

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President and Chief  
Financial Officer

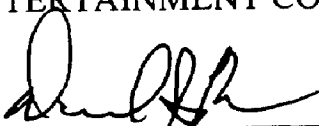
MGM/UA, INC.

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President and Chief  
Financial Officer

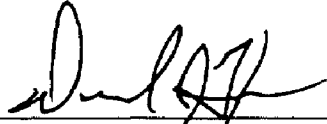
METRO PICTURES CORPORATION  
OF AMERICA  
formerly MOTION PICTURES  
CORPORATION OF AMERICA

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President and Chief  
Financial Officer

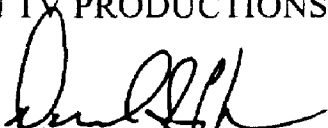
ORION FILM CLASSICS COMPANY  
formerly GOLDWYN  
ENTERTAINMENT COMPANY

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President and Chief  
Financial Officer

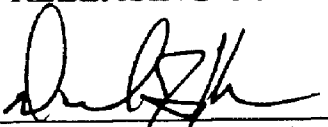
ORION PICTURES DISTRIBUTION  
CORPORATION

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President and Chief  
Financial Officer

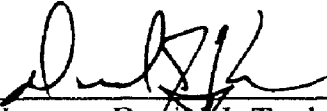
ORION TV PRODUCTIONS, INC.

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President and Chief  
Financial Officer


PATHE RELEASING CORP.

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President and Chief  
Financial Officer

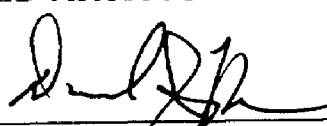
THE WAR AT HOME PRODUCTIONS,  
INC.

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President and Chief  
Financial Officer

UNITED ARTISTS CORPORATION

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President and Chief  
Financial Officer

UNITED ARTISTS PICTURES INC.

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President and Chief  
Financial Officer



# Supplemental Schedule 1

TRADEMARKS

[see attached]

Country Name	Trade Name	Owner Name	Phone No.	Serial No.
United States of America	MACHINE HUNTER	Metro-Goldwyn-Mayer Studios Inc.	75262582	2266404
United States of America	STAR GATE	Metro-Goldwyn-Mayer Studios Inc.	75296937	2296505
United States of America	STAR GATE SG-1	Metro-Goldwyn-Mayer Studios Inc.	75978738	2297059
United States of America	STAR GATE	Metro-Goldwyn-Mayer Studios Inc.	75385939	2390249
United States of America	MR. HOLLAND'S OPUS	Interscope Communications, Inc.	75392387	2534403
United States of America	MR. HOLLAND'S OPUS & Design	Interscope Communications, Inc.	75415486	2540762
United States of America	PINK PANTHER Device XVII	United Artists Corporation	76619475	2448643
United States of America	THE MAGNIFICENT SEVEN	MGM Worldwide Television Productions Inc.	75587738	2548708
United States of America	RAT PATROL	Metro-Goldwyn-Mayer Studios Inc.	75981016	2518650
United States of America	THE SEX WARS	MGM Television Entertainment Inc.	75899455	2518613
United States of America	PINK PANTHER Device XVI	United Artists Corporation	78036653	2500583
United States of America	Walking Lion Design II	Metro-Goldwyn-Mayer Lion Corp.	76234347	2510431
United States of America	Walking Lion Design II	Metro-Goldwyn-Mayer Lion Corp.	76234348	2510432
United States of America	MGM GRAND and Walking Lion Design II	Metro-Goldwyn-Mayer Lion Corp.	76234344	2549820
United States of America	Walking Lion Design II	Metro-Goldwyn-Mayer Lion Corp.	76234345	2549821
United States of America	MGM GRAND and Walking Lion Design II	Metro-Goldwyn-Mayer Lion Corp.	76236375	2510442
United States of America	MGM GRAND	Metro-Goldwyn-Mayer Lion Corp.	76241986	2516287
United States of America	MGM GRAND	Metro-Goldwyn-Mayer Lion Corp.	76276774	2540402
United States of America	MGM	Metro-Goldwyn-Mayer Lion Corp.	76278837	2534227

Country	Applicant Name	Trademark Name	Applicant Name	Serial No.	Status
United States of America	SEA HUNT		Metro-Goldwyn-Mayer Studios Inc.	75703283	Published
United States of America	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device		Metro-Goldwyn-Mayer Lion Corp.	76020610	Pending
United States of America	SEX WARS and Device I		MGM Television Entertainment Inc.	76059828	Published
United States of America	RAT PATROL		Metro-Goldwyn-Mayer Studios Inc.	76081092	Pending
United States of America	MGM GRAND and Walking Lion Design II		Metro-Goldwyn-Mayer Lion Corp.	76234343	Published
United States of America	MGM GRAND and Walking Lion Design II		Metro-Goldwyn-Mayer Lion Corp.	76234342	Published
United States of America	MGM GRAND and Walking Lion Design II		Metro-Goldwyn-Mayer Lion Corp.	76234346	Published
United States of America	WARGAMES		Metro-Goldwyn-Mayer Studios Inc.	78057737	Pending
United States of America	MGM GRAND and Walking Lion Design II		Metro-Goldwyn-Mayer Lion Corp.	76255560	Pending
United States of America	MGM MIRAGE and Lion Head Circle Design		Metro-Goldwyn-Mayer Lion Corp.	76271416	Pending
United States of America	MGM GRAND and Walking Lion Design II		Metro-Goldwyn-Mayer Lion Corp.	76271414	Published
United States of America	MGM MIRAGE and Lion Head Circle Design		Metro-Goldwyn-Mayer Lion Corp.	76271417	Pending
United States of America	Walking Lion Design II		Metro-Goldwyn-Mayer Lion Corp.	76271415	Published
United States of America	MGM MIRAGE VACATIONS		Metro-Goldwyn-Mayer Lion Corp.	76294288	Pending
United States of America	HANNIBAL		Metro-Goldwyn-Mayer Pictures Inc./Universal City Studios Inc.	78088038	Pending
United States of America	LEGALLY BLONDE		Metro-Goldwyn-Mayer Studios Inc.	78089613	Published
United States of America	MGM MOVIE CHANNEL		Metro-Goldwyn-Mayer Lion Corp.	78101934	Pending
United States of America	MGM CHANNEL		Metro-Goldwyn-Mayer Lion Corp.	78101940	Pending
United States of America	PLAYMGMGRAND COM MGM GRAND		MGM Grand Hotel, Inc.	76381950	Pending
United States of America	MGM GRAND LAS VEGAS PLAYERS CLUB and Device		MGM Grand Hotel, Inc.	76382319	Pending
United States of America	MGM GRAND DETROIT CASINO PLAYERS CLUB and Device		MGM Grand Hotel, Inc.	76382320	Pending
United States of America	MGM MIRAGE PLAYERS CLUB and Lion Head Circle Design		MGM MIRAGE	76382321	Pending
United States of America	PLAYMGMIRAGE COM MGM MIRAGE		MGM MIRAGE	76388285	Pending

Country Name	Trademark Name	Owner Name	Application No.	Registration No.
Chile	METRO GOLDWYN MAYER and Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	379995	549934
Chile	METRO GOLDWYN MAYER	Metro-Goldwyn-Mayer Lion Corp.	379995	603386
Chile	MGM GOLD	Metro-Goldwyn-Mayer Lion Corp.	379993	503887
Chile	MGM	Metro-Goldwyn-Mayer Lion Corp.	379992	503886
Chile	Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	379994	503888
Chile	METRO GOLDWYN MAYER and Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	379997	603387
Chile	METRO GOLDWYN MAYER and Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	299406	637222
Mexico	METRO GOLDWYN MAYER and Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	289415	556258
Mexico	METRO GOLDWYN MAYER and Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	289416	555494
Mexico	METRO GOLDWYN MAYER and Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	289407	637223
Mexico	METRO GOLDWYN MAYER	Metro-Goldwyn-Mayer Lion Corp.	299403	637221
Mexico	Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	289417	556259
Mexico	Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	289408	555488
Mexico	MGM GOLD	Metro-Goldwyn-Mayer Lion Corp.	299404	555486
Mexico	MGM GOLD	Metro-Goldwyn-Mayer Lion Corp.	299405	555487
Mexico	MGM	Metro-Goldwyn-Mayer Lion Corp.	299402	555485
Mexico	MGM	Metro-Goldwyn-Mayer Lion Corp.	299409	555489
Mexico	MGM	Metro-Goldwyn-Mayer Lion Corp.	820113700	820113700
Mexico	MGM	Metro-Goldwyn-Mayer Lion Corp.	820113727	820113727
Mexico	MGM	Metro-Goldwyn-Mayer Lion Corp.	820113743	820113743
Brazil	MGM GOLD	Metro-Goldwyn-Mayer Lion Corp.	820113719	820113719
Brazil	MGM GOLD	Metro-Goldwyn-Mayer Lion Corp.	820113751	820113751
Brazil	Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	820113697	820113697
Brazil	METRO GOLDWYN MAYER	Metro-Goldwyn-Mayer Lion Corp.	820113735	820113735
Brazil	CANNON	Metro-Goldwyn-Mayer Inc.	9710513	9710513
South Africa	Cannon Logo	Metro-Goldwyn-Mayer Inc.	9710512	9710512
South Africa	Cannon Logo	Metro-Goldwyn-Mayer Inc.	9710511	9710511
South Africa	CANNON	Metro-Goldwyn-Mayer Inc.	9710514	9710514
South Africa	MGM GOLD	Metro-Goldwyn-Mayer Lion Corp.	27994	23572
Brunei Darussalam	MGM GOLD	Metro-Goldwyn-Mayer Lion Corp.	27993	23448
Brunei Darussalam	MGM GOLD	Metro-Goldwyn-Mayer Lion Corp.	28032	23447
Brunei Darussalam	MGM	Metro-Goldwyn-Mayer Lion Corp.	28031	23621
Brunei Darussalam	METRO GOLDWYN MAYER and Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	28028	23622
Brunei Darussalam	Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	28024	23449
Brunei Darussalam	METRO GOLDWYN MAYER	Metro-Goldwyn-Mayer Lion Corp.	28033	23712
Brunei Darussalam	METRO GOLDWYN MAYER	Metro-Goldwyn-Mayer Lion Corp.	28029	40181997
Brunei Darussalam	MGM	Metro-Goldwyn-Mayer Lion Corp.	28030	40171997
Brunei Darussalam	Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	40181997	40171997
Brunei Darussalam	METRO GOLDWYN MAYER and Lion Head Design II	Metro-Goldwyn-Mayer Lion Corp.	40171997	40171997
Myanmar	METRO-GOLDWYN-MAYER/UNITED ARTISTS and Lion Logo I	Metro-Goldwyn-Mayer Lion Corp.	344485	Kfor82453
Myanmar	THE OUTER LIMITS Stylized	Metro-Goldwyn-Mayer Inc.	344485	Kfor82453
Thailand				

Country Name	Trademark Name	Description	Class	Serial No.
Mexico	ORION INTERACTIVE Stylized and Device	Orion Pictures Corporation	283616	543073
Mexico	ORION INTERACTIVE Stylized and Device	Orion Pictures Corporation	283615	540765
Mexico	ORION INTERACTIVE Stylized and Device	Orion Pictures Corporation	283614	
Canada	ORION INTERACTIVE	Orion Pictures Corporation	834104	
Hong Kong	MGM in Chinese Characters	Metro-Goldwyn-Mayer Lion Corp.	1141997	7622001
Hong Kong	MGM in Chinese Characters	Metro-Goldwyn-Mayer Lion Corp.	11431997	7612001
China	MGM in Chinese Characters	Metro-Goldwyn-Mayer Lion Corp.	970010565	1157976
China	MGM in Chinese Characters	Metro-Goldwyn-Mayer Lion Corp.	970010566	1147898
Singapore	MGM in Chinese Characters	Metro-Goldwyn-Mayer Lion Corp.	T9701334D	
Singapore	MGM in Chinese Characters	Metro-Goldwyn-Mayer Lion Corp.	T9701335B	
Macau	MGM in Chinese Characters	Metro-Goldwyn-Mayer Lion Corp.	001647	001647
Macau	MGM in Chinese Characters	Metro-Goldwyn-Mayer Lion Corp.	001648	001648
Argentina	MGM GRAND and Lion Head Circle Design I	Metro-Goldwyn-Mayer Lion Corp.	2072039	
Argentina	MGM GRAND and Lion Head Circle Design I	Metro-Goldwyn-Mayer Lion Corp.	2072040	
Estonia	ORION	Orion Pictures Corporation	9700664	27173
Paraguay	MGM GOLD	Metro-Goldwyn-Mayer Lion Corp.	1015297	221984
Paraguay	MGM	Metro-Goldwyn-Mayer Lion Corp.	1015197	221983
Peru	METRO GOLDWYN MAYER and Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	040770	39218
Peru	MGM GOLD	Metro-Goldwyn-Mayer Lion Corp.	040774	11703
Peru	METRO GOLDWYN MAYER and Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	040767	11762
Peru	METRO GOLDWYN MAYER	Metro-Goldwyn-Mayer Lion Corp.	040768	11964
Peru	METRO GOLDWYN MAYER	Metro-Goldwyn-Mayer Lion Corp.	040769	38858
Peru	METRO GOLDWYN MAYER	Metro-Goldwyn-Mayer Lion Corp.	040771	11761
Peru	Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	040772	11702
Peru	Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	040773	38925
Peru	Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	040777	11706
Peru	MGM	Metro-Goldwyn-Mayer Lion Corp.	040775	11704
Peru	MGM GOLD	Metro-Goldwyn-Mayer Lion Corp.	040776	11705
Peru	MGM	Metro-Goldwyn-Mayer Lion Corp.	11862	
Venezuela	MGM	Metro-Goldwyn-Mayer Lion Corp.	011861	
Venezuela	METRO GOLDWYN MAYER and Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	11857	
Venezuela	METRO GOLDWYN MAYER	Metro-Goldwyn-Mayer Lion Corp.	11859	
Venezuela	METRO GOLDWYN MAYER	Metro-Goldwyn-Mayer Lion Corp.	11868	
Venezuela	Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	011864	
Venezuela	Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	011860	
Venezuela	Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	1186697	
Venezuela	MGM GOLD	Metro-Goldwyn-Mayer Lion Corp.	11865	
Venezuela	MGM	Metro-Goldwyn-Mayer Lion Corp.	11858	
Venezuela	MGM	Metro-Goldwyn-Mayer Lion Corp.	11869	
Venezuela	METRO GOLDWYN MAYER and Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	11863	
Venezuela	MGM GOLD	Metro-Goldwyn-Mayer Lion Corp.		

Country Name	Trademark Name	Owner Name	Serial No.	Registration No.
Greece	PINK PANTHER Stylized and Device I	United Artists Corporation	144888	144888
Yugoslavia	MGM	Metro-Goldwyn-Mayer Lion Corp.	Z70200	43056
Romania	PINK PANTHER Stylized and Device I	United Artists Corporation	03411	
Canada	ROLLERBALL Stylized	Metro-Goldwyn-Mayer Studios Inc.	1072036	
Canada	THE DREAM	MGM Television Entertainment Inc.	1072035	
Canada	ROLLERBALL Circle R Design	Metro-Goldwyn-Mayer Studios Inc.	1072037	
Canada	ROLLERBALL Stylized	Metro-Goldwyn-Mayer Studios Inc.	1832336	1832336
European Community	ROLLERBALL Stylized	Metro-Goldwyn-Mayer Studios Inc.	102271 2000	
Japan	ROLLERBALL Stylized	Metro-Goldwyn-Mayer Lion Corp.	433549	
Thailand	MGM MEANS GREAT MOVIES	United Artists Corporation		82773
Honduras	PINK PANTHER Stylized and Device I	United Artists Corporation		82774
Honduras	PINK PANTHER Stylized and Device I	United Artists Corporation		
Israel	MGM and Young Lion Logo II	Metro-Goldwyn-Mayer Lion Corp.	147224	
Israel	MGM and Young Lion Logo II	Metro-Goldwyn-Mayer Lion Corp.	147225	
Israel	MGM and Young Lion Logo II	Metro-Goldwyn-Mayer Studios Inc.	4020018414	
Israel	MGM and Young Lion Logo II	Metro-Goldwyn-Mayer Studios Inc.	4020018415	
Korea, Republic of	STARGATE	MGM Television Entertainment Inc.	1096129	
Korea, Republic of	STARGATE	MGM Television Entertainment Inc.	2001005079	
Canada	LEAP YEARS	Metro-Goldwyn-Mayer Lion Corp.	1096644	
Turkey	MGM and Young Lion Logo II	Metro-Goldwyn-Mayer Studios Inc.	2203529	
Canada	WARGAMES	Metro-Goldwyn-Mayer Lion Corp.	2271522	2271522
Canada	MGM and Young Lion Logo II	Metro-Goldwyn-Mayer Lion Corp.	013103827	
European Community	MGM and Young Lion Logo II	Metro-Goldwyn-Mayer Lion Corp.	301344052	
United Kingdom	MGM and Young Lion Logo II	Metro-Goldwyn-Mayer Lion Corp.	2242469	
France	MGM and Young Lion Logo II	Metro-Goldwyn-Mayer Studios Inc.	1105024	
France	MGM and Young Lion Logo II	Metro-Goldwyn-Mayer Studios Inc.	1105025	
Germany	MGM and Young Lion Logo II	MGM Television Entertainment Inc.	2406457	
Germany	MGM and Young Lion Logo II	Metro-Goldwyn-Mayer Studios Inc.	2406458	
European Community	STARGATE ATLANTIS	Metro-Goldwyn-Mayer Studios Inc.	490104	
European Community	JEREMIAH	Metro-Goldwyn-Mayer Studios Inc.	490103	
Canada	STARGATE ATLANTIS	Metro-Goldwyn-Mayer Lion Corp.	2258218	
Canada	MGM and Young Lion Logo II	Metro-Goldwyn-Mayer Lion Corp.	1106390	
Spain	MGM and Young Lion Logo II	Metro-Goldwyn-Mayer Lion Corp.		
Spain	MGM and Young Lion Logo II	Metro-Goldwyn-Mayer Lion Corp.		
Mexico	MGM and Young Lion Logo II	Metro-Goldwyn-Mayer Lion Corp.		
Mexico	MGM and Young Lion Logo II	Metro-Goldwyn-Mayer Lion Corp.		
European Community	AGENT UNDER FIRE	United Artists Corporation and Danjaq LLC		
European Community	AGENT UNDER FIRE	United Artists Corporation and Danjaq LLC		
Canada	MGM and Young Lion Logo II	Metro-Goldwyn-Mayer Lion Corp.	RM2001C03805	
Italy	METRO GOLDWYN MAYER and Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	200102522	
Ireland	MGM GRAND and Walking Lion Design II	Metro-Goldwyn-Mayer Lion Corp.	2383446	
European Community	MGM GRAND and Walking Lion Design II	Metro-Goldwyn-Mayer Lion Corp.	2382414	
European Community	Lion Head Circle Design II	Metro-Goldwyn-Mayer Lion Corp.	2382679	
European Community	MGM MIRAGE and Lion Head Circle Design	Metro-Goldwyn-Mayer Lion Corp.	2382372	
European Community	MGM GRAND	Metro-Goldwyn-Mayer Lion Corp.		
European Community	HANNIBAL	Metro-Goldwyn-Mayer Pictures Inc./Universal City Studios, Inc.	1118286	
Canada	HANNIBAL	Metro-Goldwyn-Mayer Pictures Inc./Universal City Studios, Inc.	1118287	
Canada	HANNIBAL	Metro-Goldwyn-Mayer Pictures Inc./Universal City Studios, Inc.	3002305	
China	MGM in Chinese Characters	Metro-Goldwyn-Mayer Lion Corp.		

TRADEMARK

REEL: 002534 FRAME: 0154

Country/State	Trademark Name	Owner Name	Applicant No.	Serial No.
Taiwan	PINK PANTHER Stylized and Device I	United Artists Corporation	89013542	955108
Taiwan	PINK PANTHER Stylized and Device I	United Artists Corporation	89013343	966078
Germany	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp	300232802	30023280
United Kingdom	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp	2227097	2227097
France	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp	003016631	003016631
European Community	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp	1575570	1575570
Canada	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp	1052479	
Canada	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp	1052383	
Argentina	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp	2276754	1841271
Argentina	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp	2276755	1841270
Chile	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp	481062	582157
Chile	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp	481061	579554
Russian Federation	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp	2000707586	
Czech Republic	PINK PANTHER Stylized and Device I	United Artists Corporation	154136	
Czech Republic	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp	420595	661929
Mexico	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp	420594	
Mexico	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp	822628341	
Brazil	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp	822628350	
Brazil	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp	831712	831712
Australia	PINK PANTHER Stylized and Device I	United Artists Corporation	2309220	2309220
Spain	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp	2309221	2309221
Spain	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp	200004357	4492844
Japan	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp	200004298	4517515
Japan	PINK PANTHER Stylized and Device I	United Artists Corporation	747600	
Venezuela	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp	747700	
Venezuela	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp	1061255	
Canada	SEX WARS and Device	MGM Television Entertainment Inc.	1061256	
Canada	SEX WARS and Device I	MGM Television Entertainment Inc.	200012279	
Hong Kong	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp	1685197	1685197
European Community	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp	200012280	
Hong Kong	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp	1061483	
Canada	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp	837514	837514
Australia	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp	2234624	2234624
United Kingdom	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp	616259	616259
New Zealand	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp	138595	138595
Israel	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp	200011602	
South Africa	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp	200011601	
South Africa	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp	138596	138596
Israel	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp	616260	616260
New Zealand	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp	T0009807B	
Singapore	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp		

TRADEMARK

REEL: 002534 FRAME: 0155

Country/State	Trademark Name	Owner/Attorney	Application No.	Registration No.
Australia	PINK PANTHER Stylized and Device I	United Artists Corporation	745217	745217
Tunisia	PINK PANTHER Stylized and Device I	United Artists Corporation	EE971565	EE971565
Panama	PINK PANTHER Stylized and Device I	United Artists Corporation	91015	91015
Panama	PINK PANTHER Stylized and Device I	United Artists Corporation	91017	91017
Brazil	Robocop Device	Orion Pictures Corporation	820405361	820405361
Brazil	Robocop Device	Orion Pictures Corporation	820405370	820405370
Fiji	Lion Logo I	Metro-Goldwyn-Mayer Corp.	64197	
Puerto Rico	PINK PANTHER Stylized and Device I	United Artists Corporation	42049	42049
Puerto Rico	PINK PANTHER Stylized and Device I	United Artists Corporation	42050	42050
European Community	GRIDSHOCK	Metro-Goldwyn-Mayer Studios Inc.	776609	776609
Canada	SEA HUNT	Metro-Goldwyn-Mayer Studios Inc.	873185	514089
United Kingdom	GRIDSHOCK	Metro-Goldwyn-Mayer Studios Inc.	2161964	2161964
Canada	SEA HUNT	Metro-Goldwyn-Mayer Studios Inc.	873184	
Canada	FLICK	Metro-Goldwyn-Mayer Studios Inc.	873215	
United Kingdom	TUXEDO	Metro-Goldwyn-Mayer Studios Inc.	2166455	2166455
Laos	UNITED ARTISTS	United Artists Corporation	6488	6454
Japan	ORION HOME VIDEO and Stars Design	Orion Pictures Corporation	1060063	4368442
Japan	ORION PICTURES CORPORATION and Constellation Design	Orion Pictures Corporation	1060062	4368441
Japan	METRO GOLDWYN MAYER and Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp	1045598	18142000
Hong Kong	THE OUTER LIMITS Stylized	Metro-Goldwyn-Mayer Studios Inc.	297305	297305
New Zealand	THE OUTER LIMITS Stylized	Metro-Goldwyn-Mayer Studios Inc.	297306	297306
New Zealand	THE OUTER LIMITS Stylized	Metro-Goldwyn-Mayer Studios Inc.	297307	297307
New Zealand	THE OUTER LIMITS Stylized	Metro-Goldwyn-Mayer Studios Inc.	297308	297308
Dominica	METRO GOLDWYN MAYER and Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	12698	
Argentina	METRO GOLDWYN MAYER	Metro-Goldwyn-Mayer Lion Corp.	2177507	1766742
Argentina	MGM GOLD	Metro-Goldwyn-Mayer Lion Corp.	2179295	1767916
Argentina	Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	2179298	1767918
Argentina	METRO GOLDWYN MAYER	Metro-Goldwyn-Mayer Lion Corp.	2179297	1767917
Argentina	MGM	Metro-Goldwyn-Mayer Lion Corp.	2179294	
Argentina	MGM GOLD	Metro-Goldwyn-Mayer Lion Corp.	2179295	
Argentina	PINK PANTHER Stylized and Device I	United Artists Corporation	D9818332	449215
Indonesia	PINK PANTHER Stylized and Device I	United Artists Corporation	D9818333	446955
Indonesia	MGM	Metro-Goldwyn-Mayer Lion Corp.	9828090	454737
Korea, Republic of	METRO GOLDWYN MAYER and Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	12399	12879
Andorra	MGM	Metro-Goldwyn-Mayer Lion Corp.	12448	12878
Andorra	UNITED ARTISTS and Sunburst Logo	United Artists Corporation	12400	12881
Andorra	PINK PANTHER Stylized and Device I	United Artists Corporation	12401	12880
Andorra	ORION INTERACTIVE Stylized and Device	Orion Pictures Corporation	1000130	
Canada	FLIPPER Stylized and Device	MGM Worldwide Television Productions Inc.	1757598	85052001
Hong Kong	FLIPPER Stylized and Device	MGM Worldwide Television Productions Inc.	1757698	85062001



Country Name	Trademark Name	Owner Name	App. No.	Reg. No.
Spain	METRO GOLDWYN MAYER and Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp	2209639	2209639
Germany	G2 Device	Metro-Goldwyn-Mayer Lion Corp	399089144	39908914
Argentina	G2 Device	Metro-Goldwyn-Mayer Lion Corp	2203256	1789968
Argentina	G2 Device	Metro-Goldwyn-Mayer Lion Corp	2203257	1789787
Argentina	G2 Device	Metro-Goldwyn-Mayer Lion Corp	2203258	1789792
Argentina	G2 Device	Metro-Goldwyn-Mayer Lion Corp	20301999	464655
Switzerland	G2 Device	Metro-Goldwyn-Mayer Lion Corp	997800000	997800000
France	G2 Device	Metro-Goldwyn-Mayer Lion Corp	9903880	
South Africa	G2 Device	Metro-Goldwyn-Mayer Lion Corp	9903881	
South Africa	G2 Device	Metro-Goldwyn-Mayer Lion Corp	9903882	
South Africa	G2 Device	Metro-Goldwyn-Mayer Lion Corp	88010875	907420
Taiwan	G2 Device	Metro-Goldwyn-Mayer Lion Corp	88010876	898902
Taiwan	CYBERTHUG	Metro-Goldwyn-Mayer Inc.	367513	660108
Mexico	G2 Device	Metro-Goldwyn-Mayer Lion Corp	88010877	123229
Taiwan	G2 Device	Metro-Goldwyn-Mayer Lion Corp	2221317	2221317
Spain	G2 Device	Metro-Goldwyn-Mayer Lion Corp	368261	609545
Mexico	G2 Device	Metro-Goldwyn-Mayer Lion Corp	368262	621725
Mexico	G2 Device	Metro-Goldwyn-Mayer Lion Corp	EE990398	EE990398
Tunisia	G2 Device	Metro-Goldwyn-Mayer Lion Corp	RM99C001443	
Italy	G2 Device	Metro-Goldwyn-Mayer Studios Inc.	399186506	39918650
Germany	STARGATE SG-1	Metro-Goldwyn-Mayer Studios Inc.	1123504	1123504
European Community	STARGATE SG-1	Metro-Goldwyn-Mayer Lion Corp.	9900034349	1419534
China	G2 Device	Animation Filmmakers Corp./MGM Worldwide Television/Universal	798155	
Australia	FLIPPER & LOPAKA	United Artists Corporation	399409076	39940907
Germany	PINK PANTHER Stylized and Device I	United Artists Corporation	AM427099	185048
Austria	PINK PANTHER Stylized and Device I	United Artists Corporation		11229
Liechtenstein	PINK PANTHER Stylized and Device I	United Artists Corporation		467451
Switzerland	PINK PANTHER Stylized and Device I	United Artists Corporation	62421999	
Chile	Pink Panther Device I	United Artists Corporation	456002	
Jordan	PINK PANTHER Stylized and Device I	United Artists Corporation	57058	57058
Canada	GETRICH.COM	Metro-Goldwyn-Mayer Studios Inc.	1038450	
Chile	PINK PANTHER Stylized and Device I	United Artists Corporation	469055	570143
Chile	PINK PANTHER Stylized and Device I	United Artists Corporation	469056	
United Kingdom	CHAT ROOM ENGLAND	MGM Television Entertainment Inc.	2221377	2221377
United Kingdom	CHAT ROOM UK	MGM Television Entertainment Inc.	2221375	2221375
United Kingdom	CHAT ROOM UNITED KINGDOM	MGM Television Entertainment Inc.	2221376	2221376
Germany	CHAT ROOM GERMANY	MGM Television Entertainment Inc.	300083823	
China	POLTERGEIST	Metro-Goldwyn-Mayer Studios Inc.	2000022757	1543877
Taiwan	PINK PANTHER Stylized and Device I	United Artists Corporation	89013341	976608
Taiwan	PINK PANTHER Stylized and Device I	United Artists Corporation	89013345	956442
Taiwan	PINK PANTHER Stylized and Device I	United Artists Corporation	89013344	955679

Country	Trademark Name	Applicant Name	Serial No.	Reg. No.
Russian Federation	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp	T0009806D	
Singapore	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp	069042000	478542
Switzerland	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp	430437	664650
Mexico	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp	430438	662916
Mexico	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp	2000064632	4541418
Japan	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp		
India	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp	2291779	
Argentina	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp	2291780	
Argentina	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp	4520002919	4579
Korea, Republic of	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp	1102800	
Venezuela	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp	1102900	
Venezuela	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp	4200005155	
Philippines	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp	108679	73401
Peru	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp	108678	22899
Peru	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp	200012426	
Turkey	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp	89036371	150755
Taiwan	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp	89036370	
Taiwan	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Studios Inc	1064355	
Canada	VIDEO SAVANT	Metro-Goldwyn-Mayer Lion Corp	2000049423	
Colombia	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp	2000049425	
Colombia	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp	2000049418	240291
Colombia	METRO GOLDWYN MAYER and Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp	2000049428	239417
Colombia	METRO GOLDWYN MAYER and Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp	M200001009	34536
Estonia	PINK PANTHER Stylized and Device I	United Artists Corporation	20001288	42496
Lithuania	PINK PANTHER Stylized and Device I	United Artists Corporation	20001016	
Belarus	PINK PANTHER Stylized and Device I	United Artists Corporation	2000717663	
Russian Federation	PINK PANTHER Stylized and Device I	United Artists Corporation	M000925	M47920
Latvia	PINK PANTHER Stylized and Device I	United Artists Corporation	2239236	2239236
United Kingdom	PINK PANTHER Stylized and Device I	United Artists Corporation	009487	8020
Moldova, Republic of	PINK PANTHER Stylized and Device I	United Artists Corporation	157357	
Czech Republic	PINK PANTHER Stylized and Device I	United Artists Corporation	200008197	207313
Norway	PINK PANTHER Stylized and Device I	United Artists Corporation	50828	40246
Bulgaria	PINK PANTHER Stylized and Device I	United Artists Corporation	20862000	
Slovakia	PINK PANTHER Stylized and Device I	United Artists Corporation	2000073124	
Ukraine	PINK PANTHER Stylized and Device I	United Artists Corporation	T200002446	221240
Finland	PINK PANTHER Stylized and Device I	United Artists Corporation	823002578	
Brazil	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp	002210	3517
British Virgin Islands	PINK PANTHER Stylized and Device I	United Artists Corporation	2000015135	2000015135
Turkey	PINK PANTHER Stylized and Device I	United Artists Corporation	823002560	
Brazil	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp		

Country	Trademark	Registrant Name	Application No.	Registration No.
Canada	LEGALLY BLONDE	Metro-Goldwyn-Mayer Studios Inc.	1119239	
China	MGM in Chinese Characters	Metro-Goldwyn-Mayer Lion Corp	3002307	
China	MGM in Chinese Characters	Metro-Goldwyn-Mayer Lion Corp	3002310	
China	MGM in Chinese Characters	Metro-Goldwyn-Mayer Lion Corp	3002308	
China	MGM in Chinese Characters	Metro-Goldwyn-Mayer Lion Corp	3002306	
China	MGM in Chinese Characters	Metro-Goldwyn-Mayer Lion Corp	3002309	
China	MGM in Chinese Characters	United Artists Corporation	65172	
Jordan	PINK PANTHER Stylized and Device I	United Artists Corporation	65173	
Jordan	PINK PANTHER Stylized and Device I	United Artists Corporation	65173	
Jordan	PINK PANTHER Stylized and Device I	United Artists Corporation	65173	
Canada	PERSONALIBEES Stylized	Metro-Goldwyn-Mayer Studios Inc	1124174	
Canada	TEEN WOLF	Orion Pictures Corporation	1124175	
European Community	PERSONALIBEES Stylized	Metro-Goldwyn-Mayer Studios Inc	2493476	
Japan	PERSONALIBEES Stylized	Metro-Goldwyn-Mayer Studios Inc	115002001	

**THIRD SUPPLEMENT TO  
AMENDED AND RESTATED SECURITY AGREEMENT**

THIRD SUPPLEMENT TO AMENDED AND RESTATED SECURITY AGREEMENT dated as of June 11, 2002 (this "**Supplement**") made by MGM Development Inc., MGM Interactive, Inc., MGM LAPT V Inc., MGM Networks Inc., MGM Networks U.S. Inc., MGM on Demand Inc. and Midnight Blue Productions, Inc. (each, an "**Additional Grantor**" and, collectively, the "**Additional Grantors**"), in favor of Bank of America, N.A., as Agent.

WITNESSETH:

WHEREAS, Metro-Goldwyn-Mayer Studios Inc., a Delaware corporation (together with its successors, "**MGM Studios**"), Orion Pictures Corporation, a Delaware corporation (together with its successors, "**Orion**"; and Orion together with MGM Studios, the "**Borrowers**"), certain Lenders, certain L/C Issuers and Bank of America, N.A., as agent (the "**Agent**") are parties to a Third Amended and Restated Credit Agreement of even date herewith (as so amended and restated and as the same may be amended and in effect from time to time among said parties and such lenders as may from time to time be parties thereto, the "**Credit Agreement**", and as originally in effect and as amended from time to time prior to the date hereof, the "**Original Credit Agreement**");

WHEREAS, certain Subsidiaries of the respective Borrowers (each, a "**Guarantor**" and, collectively, the "**Guarantors**", and together with the Borrowers, the "**Grantors**") have delivered the Amended and Restated Subsidiary Guaranty Agreement dated as of October 15, 1997 (as may be amended from time to time, the "**Guaranty**"), pursuant to which the Guarantors guaranteed payment of all amounts payable by each Borrower under the Credit Agreement and the other Loan Documents and all Hedging Obligations;

WHEREAS, the Grantors and the Agent are parties to the Amended and Restated Borrower and Guarantor Security Agreement dated as of October 15, 1997 (as may be amended and in effect from time to time, the "**Security Agreement**"; terms defined in the Security Agreement (including by reference to the Credit Agreement) and not otherwise defined herein are used herein with the respective meanings provided for therein);

WHEREAS, a First Supplement to Amended and Restated Security Agreement was executed as of January 15, 1999 and a Second Supplement to Amended and Restated Security Agreement was executed as of July 21, 2000;

WHEREAS, each of the Additional Grantors was acquired or otherwise became a Material Subsidiary after July 21, 2000;

WHEREAS, Section 5.23(d) of the Original Credit Agreement required each Borrower to cause each of its Material Subsidiaries (other than a Foreign Subsidiary or a Single Purpose Subsidiary) that was acquired or otherwise became a Material Subsidiary after the Effective Date thereunder to become a party to the Guaranty and to become a party to the Security Agreement and grant security interests upon all of its assets to secure its obligations under the Guaranty;

WHEREAS, Section 5.22(d) of the Credit Agreement requires each Borrower to cause each of its Material Subsidiaries (other than a Foreign Subsidiary or a Single Purpose Subsidiary) that is acquired or otherwise becomes a Material Subsidiary after the Effective Date to become a party to the Guaranty and to become a party to the Security Agreement and grant security interests upon all of its assets to secure its obligations under the Guaranty;

WHEREAS, the Additional Grantors are executing, contemporaneously herewith, (i) a Third Supplement to Amended and Restated Subsidiary Guaranty Agreement, (ii) a Third Supplement to Amended and Restated Guarantor Pledge Agreement, (iii) a Third Supplement to Amended and Restated Copyright Security Agreement and (iv) a First Supplement to Amended and Restated Trademark Security Agreement, each dated as of June 11, 2002 (collectively with this Supplement, the "**Supplements**" and, together with the Security Agreement and other Loan Documents supplemented thereby, the "**Additional Grantor Agreements**"); and

WHEREAS, the Additional Grantors desire to execute this Supplement to comply with the requirements of Section 5.22(d) of the Credit Agreement and Section 5.23(d) of the Original Credit Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. *Additional Grantors.* From and after the date hereof, (a) each Additional Grantor (i) shall be a "**Grantor**" party to the Security Agreement for all purposes thereof and (ii) agrees that it will be bound by the provisions of the Security Agreement and will perform in accordance with its terms all of the obligations which by the terms of the Security Agreement are required to be performed by it as a Grantor thereunder, provided however, in each case, that each such Additional Grantor shall be deemed to have made the representations and warranties of the Grantors contained therein as of the date hereof and (b) each reference in the Security Agreement to "**Grantors**" shall include the Additional Grantors and each Additional Grantor shall be a "**Grantor**".

Section 2. *The Security Interests.* Subject to the terms and provisions of the Security Agreement, and without limitation of Section 1 hereof, in order to secure the full and punctual payment of the Secured Obligations, each Additional Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties a

continuing security interest in and to all of the Collateral of such Grantor, whether now owned or existing or hereafter acquired or arising and regardless of where located (but excluding any property or interest or any portion thereof at any date to the extent that (and only for so long as) the granting of a security interest by such Additional Grantor with respect to such property or interest or portion thereof is expressly prohibited by a Contractual Restriction with respect to which necessary consent, waiver or amendment has not theretofore been obtained or agreed).

Section 3. *Supplements to Security Agreement Schedules.* Schedules to the Security Agreement shall be supplemented as follows:

(a) Schedule 1 to the Security Agreement, which schedule sets forth the Films to which Copyrights constituting Collateral relate, is hereby supplemented by adding to such schedule the Copyrights listed on the supplemental Schedule 1 attached hereto.

(b) Schedule 2 to the Security Agreement, which schedule sets forth the Trademarks constituting Collateral, is hereby supplemented by adding to such schedule the Trademarks listed on the supplemental Schedule 2 attached hereto.

Section 4. *Continuing Effectiveness Of Security Agreement.* The Security Agreement, as supplemented by this Supplement, shall continue to be and shall remain in full force and effect in accordance with its terms.

Section 5. *Additional Grantors Representations And Warranties.* Each Additional Grantor represents and warrants as follows:

(a) Such Additional Grantor is a corporation or limited liability company duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and has all corporate or limited liability company powers, as applicable, and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted, except to the extent such licenses, authorizations, consents and approvals could not in the aggregate reasonably be expected to have a Material Adverse Effect.

(b) The execution, delivery and performance by such Additional Grantor of the Supplements to which it is a party and its performance of the Additional Grantor Agreements to which is a party are (i) within such Additional Grantor's corporate or limited liability company powers, as applicable, and have been duly authorized by all necessary corporate or limited liability company action, as applicable, (ii) require no action by or in respect of, or filing with, any governmental body, agency or official, other than actions or filings which have been taken or made on or prior to the date hereof or, solely with respect to filings necessary to perfect any security interest created under any of the Collateral Documents, will be made not later than 10 Domestic Business Days after the execution of this Supplement, (iii) do not contravene, or constitute a default

under, any provision (v) of applicable law or regulation, (w) of the organizational documents or limited liability company agreement of such Additional Grantor, (x) of any agreement or instrument under which Debt has or may be incurred binding upon such Additional Grantor or any of its Subsidiaries, (y) of any other agreement or instrument binding upon such Additional Grantor or any of its Subsidiaries which contravention or default could reasonably be expected to have a Material Adverse Effect or (z) of any judgment, injunction, order or decree binding upon such Additional Grantor or any of its Subsidiaries or result in the creation or imposition of any Lien on any material asset of such Additional Grantor or any of its Subsidiaries.

(c) Each of the Supplements and Additional Grantor Agreements to which such Additional Grantor is a party has been duly executed and delivered by such Additional Grantor and constitutes a valid and binding agreement of such Additional Grantor, enforceable in accordance with its terms except as may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally and as may be limited by equitable principles of general applicability.

Section 6. *Governing Law.* THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS OTHERWISE REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT REMEDIES PROVIDED BY THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK ARE GOVERNED BY THE LAWS OF SUCH JURISDICTION.

Section 7. *Counterparts.* This Supplement may be signed in any number of counterparts, and each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Supplement to be duly executed and delivered as of this 11th day of June 2002.

MGM DEVELOPMENT INC.

By: 

Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President & Chief Financial  
Officer

MGM INTERACTIVE, INC.

By: 

Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President & Chief Financial  
Officer

MGM LAPTV INC.

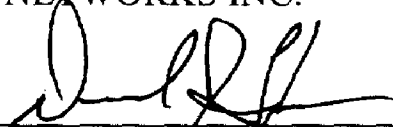
By: 

Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President & Chief Financial  
Officer



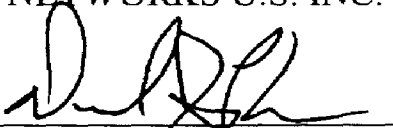
MGM NETWORKS INC.

By:

  
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President & Chief Financial  
Officer

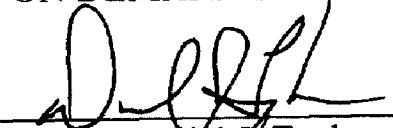
MGM NETWORKS U.S. INC.

By:

  
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President & Chief Financial  
Officer


MGM ON DEMAND INC.

By:

  
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President & Chief Financial  
Officer

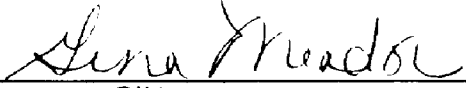
MIDNIGHT BLUE PRODUCTIONS,  
INC.

By:

  
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President & Chief Financial  
Officer

The foregoing is hereby accepted and agreed:

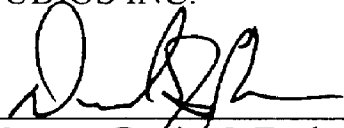
BANK OF AMERICA, N.A., as Agent

By: 

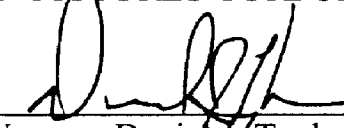
Name: GINA MEADOR  
Title: Vice President

The foregoing is hereby acknowledged, agreed and consented to by each of the undersigned Grantors, each of which acknowledges that the execution and delivery of this Supplement by the Additional Grantors and the Agent shall not exonerate, discharge, impair or otherwise affect its obligations under the Security Agreement:


METRO-GOLDWYN-MAYER  
STUDIOS INC.

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President & Chief Financial  
Officer

ORION PICTURES CORPORATION

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President & Chief Financial  
Officer

HERITAGE ENTERTAINMENT, INC.

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President & Chief Financial  
Officer

METRO-GOLDWYN-MAYER  
ANIMATION INC.

By: 

Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President & Chief Financial  
Officer

METRO-GOLDWYN-MAYER HOME  
ENTERTAINMENT INC.

By: 

Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President & Chief Financial  
Officer

METRO-GOLDWYN-MAYER LION  
CORP

By: 


Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President & Chief Financial  
Officer

METRO-GOLDWYN-MAYER  
PICTURES INC.


By: 

Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President & Chief Financial  
Officer


MGM AND UA SERVICES COMPANY

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President & Chief Financial  
Officer


MGM DOMESTIC TELEVISION  
DISTRIBUTION INC.

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President & Chief Financial  
Officer


MGM HOME ENTERTAINMENT  
DISTRIBUTION CORP.

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President & Chief Financial  
Officer

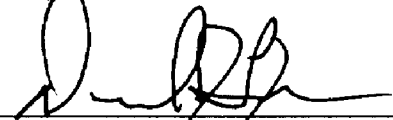
MGM INTERNATIONAL TELEVISION  
DISTRIBUTION INC.

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President & Chief Financial  
Officer


MGM TELEVISION  
ENTERTAINMENT INC.

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President & Chief Financial  
Officer

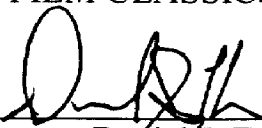
MGM/UA, INC.

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President & Chief Financial  
Officer

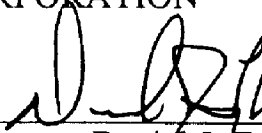
METRO PICTURES CORPORATION  
OF AMERICA

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President & Chief Financial  
Officer

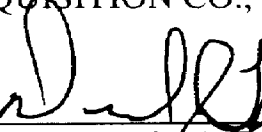
ORION FILM CLASSICS COMPANY

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President & Chief Financial  
Officer

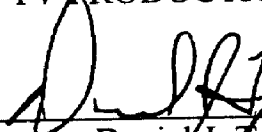
ORION PICTURES DISTRIBUTION  
CORPORATION

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President & Chief Financial  
Officer

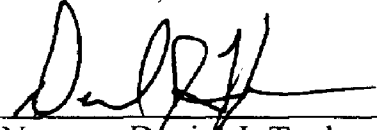
ORION PICTURES LIBRARY  
ACQUISITION CO., INC.

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President & Chief Financial  
Officer


ORION TV PRODUCTIONS, INC.

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President & Chief Financial  
Officer


PATHE FILMS, INC.

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President & Chief Financial  
Officer


PATHE RELEASING CORP.

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President & Chief Financial  
Officer

PFE LIBRARY ACQUISITION CO.,  
INC.

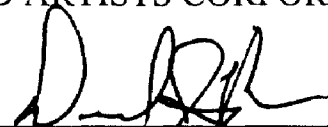
By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President & Chief Financial  
Officer

THE WAR AT HOME PRODUCTIONS,  
INC.


By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President & Chief Financial  
Officer



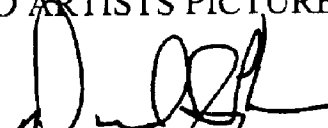
UNITED ARTISTS CORPORATION

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President & Chief Financial  
Officer

UNITED ARTISTS FILMS INC.

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President & Chief Financial  
Officer

UNITED ARTISTS PICTURES INC.

By:   
Name: Daniel J. Taylor  
Title: Senior Executive Vice  
President & Chief Financial  
Officer

**SUPPLEMENTAL SCHEDULE 1**

**COPYRIGHTS**

[none]

# SUPPLEMENTAL SCHEDULE 1

TRADEMARKS

[see attached]

Country/State	Trademark Name	Owner Name	Serial No.	Registration No.
United States of America	MACHINE HUNTER	Metro-Goldwyn-Mayer Studios Inc.	75262582	2285404
United States of America	STARGATE	Metro-Goldwyn-Mayer Studios Inc.	75266937	2286505
United States of America	STARGATE SG-1	Metro-Goldwyn-Mayer Studios Inc.	75978738	2297059
United States of America	STARGATE	Metro-Goldwyn-Mayer Studios Inc.	75385939	2380249
United States of America	MR. HOLLAND'S OPUS	Innerscope Communications, Inc.	75392387	2534403
United States of America	MR. HOLLAND'S OPUS & Design	Innerscope Communications, Inc.	75415486	2540762
United States of America	PINK PANTHER Device XVI	United Artists Corporation	76619475	2448643
United States of America	THE MAGNIFICENT SEVEN	MGM Worldwide Television Productions Inc.	75587738	2548708
United States of America	RAT PATROL	Metro-Goldwyn-Mayer Studios Inc.	75981016	2518650
United States of America	THE SEX WARS	MGM Television Entertainment Inc.	75899455	2518513
United States of America	PINK PANTHER Device XVI	United Artists Corporation	78036653	2500583
United States of America	Walking Lion Design II	Metro-Goldwyn-Mayer Lion Corp.	76234347	2510431
United States of America	Walking Lion Design II	Metro-Goldwyn-Mayer Lion Corp.	76234348	2510432
United States of America	MGM GRAND and Walking Lion Design II	Metro-Goldwyn-Mayer Lion Corp.	76234344	2549820
United States of America	Walking Lion Design II	Metro-Goldwyn-Mayer Lion Corp.	76234345	2549821
United States of America	MGM GRAND and Walking Lion Design II	Metro-Goldwyn-Mayer Lion Corp.	76236375	2510442
United States of America	MGM GRAND and Walking Lion Design II	Metro-Goldwyn-Mayer Lion Corp.	76241986	2515287
United States of America	MGM GRAND	Metro-Goldwyn-Mayer Lion Corp.	76276774	2540402
United States of America	MGM	Metro-Goldwyn-Mayer Lion Corp.	76278837	2534227

Country	Trademark Name	Applicant Name	Serial No.	Status
United States of America	SEA HUNT	Metro-Goldwyn-Mayer Studios Inc.	75703283	Published
United States of America	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp	76020610	Pending
United States of America	SEX WARS and Device 1	MGM Television Entertainment Inc.	76059828	Published
United States of America	RAT PATROL	Metro-Goldwyn-Mayer Studios Inc.	76081092	Pending
United States of America	MGM GRAND and Walking Lion Design II	Metro-Goldwyn-Mayer Lion Corp.	76234343	Published
United States of America	MGM GRAND and Walking Lion Design II	Metro-Goldwyn-Mayer Lion Corp.	76234342	Published
United States of America	MGM GRAND and Walking Lion Design II	Metro-Goldwyn-Mayer Lion Corp.	76234346	Published
United States of America	WARGAMES	Metro-Goldwyn-Mayer Studios Inc.	78057737	Pending
United States of America	MGM GRAND and Walking Lion Design II	Metro-Goldwyn-Mayer Lion Corp.	76255560	Pending
United States of America	MGM MIRAGE and Lion Head Circle Design	Metro-Goldwyn-Mayer Lion Corp.	76271416	Pending
United States of America	MGM GRAND and Walking Lion Design II	Metro-Goldwyn-Mayer Lion Corp.	76271414	Published
United States of America	MGM MIRAGE and Walking Lion Design II	Metro-Goldwyn-Mayer Lion Corp.	76271417	Pending
United States of America	MGM MIRAGE and Lion Head Circle Design	Metro-Goldwyn-Mayer Lion Corp.	76271415	Published
United States of America	Walking Lion Design II	Metro-Goldwyn-Mayer Lion Corp.	76294288	Pending
United States of America	MGM MIRAGE VACATIONS	Metro-Goldwyn-Mayer Pictures Inc./Universal City Studios Inc.	78088038	Pending
United States of America	HANNIBAL	Metro-Goldwyn-Mayer Studios Inc.	78089613	Published
United States of America	LEGALLY BLONDE	Metro-Goldwyn-Mayer Studios Inc.	78101934	Pending
United States of America	MGM MOVIE CHANNEL	Metro-Goldwyn-Mayer Lion Corp.	78101940	Pending
United States of America	MGM CHANNEL	Metro-Goldwyn-Mayer Lion Corp.	76381960	Pending
United States of America	PLAYMGMGRAND.COM MGM GRAND	MGM Grand Hotel, Inc.	76382318	Pending
United States of America	MGM GRAND LAS VEGAS PLAYERS CLUB and Device	MGM Grand Hotel, Inc.	76382320	Pending
United States of America	MGM GRAND DETROIT CASINO PLAYERS CLUB and Device	MGM Grand Hotel, Inc.	76382320	Pending
United States of America	MGM MIRAGE PLAYERS CLUB and Lion Head Circle Design	MGM MIRAGE	76382321	Pending
United States of America	FLAYMGMIRAGE.COM MGM MIRAGE	MGM MIRAGE	76382321	Pending

Country Name	Trademark Name	Owner Name	Application No.	Registration No.
Chile	METRO GOLDWYN MAYER and Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	379996	49934
Chile	METRO GOLDWYN MAYER	Metro-Goldwyn-Mayer Lion Corp.	379995	1386
Chile	MGM GOLD	Metro-Goldwyn-Mayer Lion Corp.	379993	503887
Chile	MGM	Metro-Goldwyn-Mayer Lion Corp.	379992	503896
Chile	Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	379994	503888
Chile	METRO GOLDWYN MAYER and Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	379997	603387
Chile	METRO GOLDWYN MAYER and Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	299405	637222
Chile	METRO GOLDWYN MAYER and Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	299415	556258
Mexico	METRO GOLDWYN MAYER and Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	299416	555494
Mexico	METRO GOLDWYN MAYER and Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	299407	637223
Mexico	Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	299403	637221
Mexico	Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	299417	556259
Mexico	Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	299408	555488
Mexico	MGM GOLD	Metro-Goldwyn-Mayer Lion Corp.	299404	555486
Mexico	MGM GOLD	Metro-Goldwyn-Mayer Lion Corp.	299405	555487
Mexico	MGM	Metro-Goldwyn-Mayer Lion Corp.	299402	555485
Mexico	MGM	Metro-Goldwyn-Mayer Lion Corp.	299409	555489
Mexico	MGM	Metro-Goldwyn-Mayer Lion Corp.	820113700	820113700
Mexico	MGM	Metro-Goldwyn-Mayer Lion Corp.	820113727	820113727
Brazil	MGM	Metro-Goldwyn-Mayer Lion Corp.	820113743	820113743
Brazil	MGM	Metro-Goldwyn-Mayer Lion Corp.	820113719	820113719
Brazil	MGM GOLD	Metro-Goldwyn-Mayer Lion Corp.	820113751	
Brazil	MGM GOLD	Metro-Goldwyn-Mayer Lion Corp.	820113697	
Brazil	Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	820113735	820113735
Brazil	METRO GOLDWYN MAYER	Metro-Goldwyn-Mayer Lion Corp.	9710513	9710513
South Africa	CANNON	Metro-Goldwyn-Mayer Inc.	9710512	9710512
South Africa	Cannon Logo	Metro-Goldwyn-Mayer Inc.	9710511	9710511
South Africa	Cannon Logo	Metro-Goldwyn-Mayer Inc.	9710514	9710514
South Africa	CANNON	Metro-Goldwyn-Mayer Lion Corp.	27994	
South Africa	MGM GOLD	Metro-Goldwyn-Mayer Lion Corp.	27993	23572
Brunei Darussalam	MGM GOLD	Metro-Goldwyn-Mayer Lion Corp.	28032	23448
Brunei Darussalam	MGM	Metro-Goldwyn-Mayer Lion Corp.	28031	23447
Brunei Darussalam	METRO GOLDWYN MAYER and Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	28028	23621
Brunei Darussalam	Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	28024	23622
Brunei Darussalam	METRO GOLDWYN MAYER	Metro-Goldwyn-Mayer Lion Corp.	28033	23449
Brunei Darussalam	METRO GOLDWYN MAYER	Metro-Goldwyn-Mayer Lion Corp.	28029	
Brunei Darussalam	MGM	Metro-Goldwyn-Mayer Lion Corp.	28030	23712
Brunei Darussalam	Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	40181997	40181997
Brunei Darussalam	METRO GOLDWYN MAYER and Lion Head Design II	Metro-Goldwyn-Mayer Lion Corp.	40171997	40171997
Myanmar	METRO-GOLDWYN-MAYER/UNITED ARTISTS and Lion Logo I	Metro-Goldwyn-Mayer Lion Corp.	344485	KH-082453
Myanmar	THE OUTER LIMITS Stylized	Metro-Goldwyn-Mayer Inc.		
Thailand				

TRADEMARK

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Country Name	Trademark Name	Applicant Name	Serial No.	Registration No.
Mexico	ORION INTERACTIVE Stylized and Device	Orion Pictures Corporation	283616	543073
Mexico	ORION INTERACTIVE Stylized and Device	Orion Pictures Corporation	283615	540765
Mexico	ORION INTERACTIVE Stylized and Device	Orion Pictures Corporation	283614	
Canada	ORION INTERACTIVE	Orion Pictures Corporation	834104	
Hong Kong	MGM in Chinese Characters	Metro-Goldwyn-Mayer Lion Corp.	11441997	7822001
Hong Kong	MGM in Chinese Characters	Metro-Goldwyn-Mayer Lion Corp.	11431997	7812001
China	MGM in Chinese Characters	Metro-Goldwyn-Mayer Lion Corp.	970010565	1157976
China	MGM in Chinese Characters	Metro-Goldwyn-Mayer Lion Corp.	970010566	1147898
China	MGM in Chinese Characters	Metro-Goldwyn-Mayer Lion Corp.	19701334D	
Singapore	MGM in Chinese Characters	Metro-Goldwyn-Mayer Lion Corp.	19701335B	
Singapore	MGM in Chinese Characters	Metro-Goldwyn-Mayer Lion Corp.	001647	001647
Macau	MGM in Chinese Characters	Metro-Goldwyn-Mayer Lion Corp.	001648	001648
Macau	MGM in Chinese Characters	Metro-Goldwyn-Mayer Lion Corp.	2072039	
Argentina	MGM GRAND and Lion Head Circle Design I	Metro-Goldwyn-Mayer Lion Corp.	2072040	
Argentina	MGM GRAND and Lion Head Circle Design I	Metro-Goldwyn-Mayer Lion Corp.	9700664	27173
Estonia	ORION	Orion Pictures Corporation	1015287	221984
Paraguay	MGM GOLD	Metro-Goldwyn-Mayer Lion Corp.	1015197	221983
Paraguay	MGM	Metro-Goldwyn-Mayer Lion Corp.	040770	39218
Peru	METRO GOLDWYN MAYER and Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	040774	11703
Peru	MGM GOLD	Metro-Goldwyn-Mayer Lion Corp.	040767	11762
Peru	METRO GOLDWYN MAYER and Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	040768	11964
Peru	METRO GOLDWYN MAYER	Metro-Goldwyn-Mayer Lion Corp.	040769	38858
Peru	METRO GOLDWYN MAYER	Metro-Goldwyn-Mayer Lion Corp.	040771	11761
Peru	Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	040772	11702
Peru	Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	040773	38925
Peru	Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	040777	11706
Peru	MGM	Metro-Goldwyn-Mayer Lion Corp.	040775	11704
Peru	MGM GOLD	Metro-Goldwyn-Mayer Lion Corp.	040776	11705
Peru	MGM	Metro-Goldwyn-Mayer Lion Corp.	11862	
Venezuela	MGM	Metro-Goldwyn-Mayer Lion Corp.	011861	
Venezuela	METRO GOLDWYN MAYER and Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	11867	
Venezuela	METRO GOLDWYN MAYER	Metro-Goldwyn-Mayer Lion Corp.	11859	
Venezuela	METRO GOLDWYN MAYER	Metro-Goldwyn-Mayer Lion Corp.	11868	
Venezuela	Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	011864	
Venezuela	Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	011860	
Venezuela	Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	1186697	
Venezuela	MGM GOLD	Metro-Goldwyn-Mayer Lion Corp.	11865	
Venezuela	MGM	Metro-Goldwyn-Mayer Lion Corp.	11858	
Venezuela	MGM	Metro-Goldwyn-Mayer Lion Corp.	11869	
Venezuela	METRO GOLDWYN MAYER and Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	11863	
Venezuela	MGM GOLD	Metro-Goldwyn-Mayer Lion Corp.		

Country Name	Applicant Name	Where Made	Application No.	Registered No.
Greece	PINK PANTHER Stylized and Device I	United Artists Corporation	144888	144888
Rugoslavia	MGM	Metro-Goldwyn-Mayer Lion Corp.	Z70200	43056
Romania	PINK PANTHER Stylized and Device I	United Artists Corporation	03411	
Canada	ROLLERBALL Stylized	Metro-Goldwyn-Mayer Studios Inc.	1072036	
Canada	THE DREAM	MGM Television Entertainment Inc.	1072035	
Canada	ROLLERBALL Circle R Design	Metro-Goldwyn-Mayer Studios Inc.	1072037	1832336
European Community	ROLLERBALL Stylized	Metro-Goldwyn-Mayer Studios Inc.	1832336	
Japan	ROLLERBALL Stylized	Metro-Goldwyn-Mayer Studios Inc.	1022712000	
Thailand	ROLLERBALL Stylized	Metro-Goldwyn-Mayer Lion Corp.	433549	82773
Honduras	MGM MEANS GREAT MOVIES	United Artists Corporation		82774
Honduras	PINK PANTHER Stylized and Device I	United Artists Corporation	147224	
Honduras	PINK PANTHER Stylized and Device I	United Artists Corporation	147225	
Israel	MGM and Young Lion Logo II	Metro-Goldwyn-Mayer Lion Corp.	4020018414	
Israel	MGM and Young Lion Logo II	Metro-Goldwyn-Mayer Lion Corp.	4020018415	
Korea, Republic of	STARGATE	Metro-Goldwyn-Mayer Studios Inc.	1096129	
Korea, Republic of	STARGATE	Metro-Goldwyn-Mayer Studios Inc.	2001005079	
Canada	LEAP YEARS	MGM Television Entertainment Inc.		
Canada	MGM and Young Lion Logo II	Metro-Goldwyn-Mayer Lion Corp.	1098544	
Turkey	WARGAMES	Metro-Goldwyn-Mayer Lion Corp.	2203529	
Canada	MGM and Young Lion Logo II	Metro-Goldwyn-Mayer Lion Corp.	2271522	2271522
European Community	MGM and Young Lion Logo II	Metro-Goldwyn-Mayer Lion Corp.	013103527	
United Kingdom	MGM and Young Lion Logo II	Metro-Goldwyn-Mayer Lion Corp.	301344052	
France	MGM and Young Lion Logo II	Metro-Goldwyn-Mayer Lion Corp.	2242469	
Germany	MGM and Young Lion Logo II	Metro-Goldwyn-Mayer Studios Inc.	1105024	
European Community	STARGATE ATLANTIS	MGM Television Entertainment Inc.	1105025	
Canada	JEREMIAH	Metro-Goldwyn-Mayer Studios Inc.	2406457	
Canada	STARGATE ATLANTIS	Metro-Goldwyn-Mayer Lion Corp.	2406458	
Spain	MGM and Young Lion Logo II	Metro-Goldwyn-Mayer Lion Corp.	490104	
Spain	MGM and Young Lion Logo II	Metro-Goldwyn-Mayer Lion Corp.	490103	
Mexico	MGM and Young Lion Logo II	Metro-Goldwyn-Mayer Lion Corp.	2258218	
European Community	AGENT UNDER FIRE	United Artists Corporation and Danjaq LLC	1106390	
Canada	AGENT UNDER FIRE	United Artists Corporation and Danjaq LLC	RM2001C03805	
Italy	MGM and Young Lion Logo II	Metro-Goldwyn-Mayer Lion Corp.	200102522	
Ireland	METRO GOLDWYN MAYER and Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	2383446	
European Community	MGM GRAND and Walking Lion Design II	Metro-Goldwyn-Mayer Lion Corp.	2382414	
European Community	Lion Head Circle Design II	Metro-Goldwyn-Mayer Lion Corp.	2382679	
European Community	MGM MIRAGE and Lion Head Circle Design	Metro-Goldwyn-Mayer Lion Corp.	2382372	
European Community	MGM GRAND	Metro-Goldwyn-Mayer Lion Corp.	1118286	
Canada	HANNIBAL	Metro-Goldwyn-Mayer Pictures Inc./Universal City Studios, Inc.	1118287	
Canada	HANNIBAL	Metro-Goldwyn-Mayer Pictures Inc./Universal City Studios, Inc.	1118287	
China	MGM in Chinese Characters	Metro-Goldwyn-Mayer Lion Corp.	3002305	

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Country/Region	Trademark Name	Owner Name	App. No.	Reg. No.
Taiwan	PINK PANTHER Stylized and Device 1	United Artists Corporation	89013342	955108
Taiwan	PINK PANTHER Stylized and Device 1	United Artists Corporation	89013343	966078
Germany	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp.	300232802	30023280
United Kingdom	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp.	2227097	2227097
France	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp.	003016831	003016831
European Community	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp.	1575570	1575570
Canada	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp.	1052478	
Canada	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp.	1052383	
Argentina	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp.	2276754	1841271
Argentina	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp.	2276755	1841270
Chile	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp.	481062	582167
Chile	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp.	481061	579554
Russian Federation	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp.	2000707586	
Czech Republic	PINK PANTHER Stylized and Device 1	United Artists Corporation	154136	
Mexico	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp.	420595	661929
Mexico	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp.	420594	
Brazil	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp.	822628341	
Brazil	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp.	822628350	
Australia	PINK PANTHER Stylized and Device 1	United Artists Corporation	831712	831712
Spain	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp.	2309220	2309220
Spain	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp.	2309221	2309221
Spain	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp.	2000044357	4492944
Japan	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device 1	United Artists Corporation	2000044298	4517515
Japan	PINK PANTHER Stylized and Device 1	Metro-Goldwyn-Mayer Lion Corp.	747600	
Venezuela	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	Metro-Goldwyn-Mayer Lion Corp.	747700	
Venezuela	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	MGM Television Entertainment Inc.	1061255	
Canada	SEX WARS and Device 1	MGM Television Entertainment Inc.	1061256	
Canada	SEX WARS and Device 1	Metro-Goldwyn-Mayer Lion Corp.	200012279	1685197
Hong Kong	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp.	1685197	1685197
European Community	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp.	200012280	
Hong Kong	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp.	1061483	
Canada	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp.	837514	837514
Australia	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp.	2234624	2234624
United Kingdom	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp.	616259	616259
New Zealand	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp.	138595	138595
Israel	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp.	200011602	
South Africa	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp.	200011601	
South Africa	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp.	138596	138596
Israel	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp.	616260	616260
New Zealand	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp.	T0009807B	
Singapore	MGM MEANS GREAT MOVIES	Metro-Goldwyn-Mayer Lion Corp.		

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Country/State	Trademark Name	Owner/Attorney	App. No.	Reg. No.
Australia	PINK PANTHER Stylized and Device I	United Artists Corporation	745217	745217
Tunisia	PINK PANTHER Stylized and Device I	United Artists Corporation	EE971565	EE971565
Panama	PINK PANTHER Stylized and Device I	United Artists Corporation	91015	91015
Panama	PINK PANTHER Stylized and Device I	United Artists Corporation	91017	91017
Brazil	Robocop Device	Orion Pictures Corporation	820405361	820405361
Brazil	Robocop Device	Orion Pictures Corporation	820405370	820405370
Fiji	Lion Logo I	Metro-Goldwyn-Mayer Corp.	64197	
Puerto Rico	PINK PANTHER Stylized and Device I	United Artists Corporation	42049	42049
Puerto Rico	PINK PANTHER Stylized and Device I	United Artists Corporation	42050	42050
European Community	GRIDSHOCK	Metro-Goldwyn-Mayer Studios Inc	776609	776609
Canada	SEA HUNT	Metro-Goldwyn-Mayer Studios Inc	873185	514089
United Kingdom	GRIDSHOCK	Metro-Goldwyn-Mayer Studios Inc	2161964	2161964
Canada	SEA HUNT	Metro-Goldwyn-Mayer Studios Inc	873184	
Canada	FLICK	Metro-Goldwyn-Mayer Studios Inc	873215	
United Kingdom	TUXEDO	Metro-Goldwyn-Mayer Studios Inc	2166455	2166455
Laos	UNITED ARTISTS	United Artists Corporation	6488	6484
Japan	ORION HOME VIDEO and Stars Design	Orion Pictures Corporation	1060063	4368442
Japan	ORION PICTURES CORPORATION and Constellation Design	Orion Pictures Corporation	1060062	4368441
Hong Kong	METRO GOLDWYN MAYER and Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp	1045598	18142000
New Zealand	THE OUTER LIMITS Stylized	Metro-Goldwyn-Mayer Studios Inc	297305	297305
New Zealand	THE OUTER LIMITS Stylized	Metro-Goldwyn-Mayer Studios Inc	297306	297306
New Zealand	THE OUTER LIMITS Stylized	Metro-Goldwyn-Mayer Studios Inc	297307	297307
New Zealand	THE OUTER LIMITS Stylized	Metro-Goldwyn-Mayer Studios Inc	297308	297308
Dominica	METRO GOLDWYN MAYER and Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp	12698	
Argentina	METRO GOLDWYN MAYER	Metro-Goldwyn-Mayer Lion Corp.	2177507	1766742
Argentina	MGM GOLD	Metro-Goldwyn-Mayer Lion Corp.	2179295	1767816
Argentina	Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp.	2179298	1767918
Argentina	METRO GOLDWYN MAYER	Metro-Goldwyn-Mayer Lion Corp.	2179297	1767917
Argentina	MGM	Metro-Goldwyn-Mayer Lion Corp.	2179294	
Argentina	MGM GOLD	Metro-Goldwyn-Mayer Lion Corp.	2179295	
Indonesia	PINK PANTHER Stylized and Device I	United Artists Corporation	D9818332	449215
Indonesia	PINK PANTHER Stylized and Device I	United Artists Corporation	D9818333	446955
Korea, Republic of	MGM	Metro-Goldwyn-Mayer Lion Corp	9828090	454737
Andorra	METRO GOLDWYN MAYER and Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp	12399	12879
Andorra	MGM	Metro-Goldwyn-Mayer Lion Corp.	12448	12878
Andorra	UNITED ARTISTS and Sunburst Logo	United Artists Corporation	12400	12881
Andorra	PINK PANTHER Stylized and Device I	United Artists Corporation	12401	12880
Andorra	ORION INTERACTIVE Stylized and Device	Orion Pictures Corporation	1000130	
Canada	FLIPPER Stylized and Device	MGM Worldwide Television Productions Inc.	1757598	85052001
Hong Kong	FLIPPER Stylized and Device	MGM Worldwide Television Productions Inc.	1757698	85062001

Country Name	Trademark Name	Owner Name	App. No.	Reg. No.
Spain	METRO GOLDWYN MAYER and Young Lion Logo	Metro-Goldwyn-Mayer Lion Corp	2209639	2209639
Germany	G2 Device	Metro-Goldwyn-Mayer Lion Corp	399089144	39908914
Argentina	G2 Device	Metro-Goldwyn-Mayer Lion Corp	2203256	1788968
Argentina	G2 Device	Metro-Goldwyn-Mayer Lion Corp	2203257	1788787
Argentina	G2 Device	Metro-Goldwyn-Mayer Lion Corp	2203258	1788792
Argentina	G2 Device	Metro-Goldwyn-Mayer Lion Corp	20301999	464655
Switzerland	G2 Device	Metro-Goldwyn-Mayer Lion Corp	99780000	99780000
France	G2 Device	Metro-Goldwyn-Mayer Lion Corp	9903880	
South Africa	G2 Device	Metro-Goldwyn-Mayer Lion Corp	9903881	
South Africa	G2 Device	Metro-Goldwyn-Mayer Lion Corp	9903882	
South Africa	G2 Device	Metro-Goldwyn-Mayer Lion Corp	88010875	907420
Taiwan	G2 Device	Metro-Goldwyn-Mayer Lion Corp	88010876	898902
Taiwan	G2 Device	Metro-Goldwyn-Mayer Inc.	367513	660108
Mexico	CYBERTHUG	Metro-Goldwyn-Mayer Lion Corp	88010877	123229
Taiwan	G2 Device	Metro-Goldwyn-Mayer Lion Corp	2221317	2221317
Spain	G2 Device	Metro-Goldwyn-Mayer Lion Corp	368261	609545
Mexico	G2 Device	Metro-Goldwyn-Mayer Lion Corp	368262	621725
Mexico	G2 Device	Metro-Goldwyn-Mayer Lion Corp	EE990398	EE990398
Tunisia	G2 Device	Metro-Goldwyn-Mayer Lion Corp	RM99C001443	
Italy	G2 Device	Metro-Goldwyn-Mayer Studios Inc	399186506	39918650
Germany	STARGATE SG-1	Metro-Goldwyn-Mayer Studios Inc	1123504	1123504
European Community	STARGATE SG-1	Metro-Goldwyn-Mayer Lion Corp	9900034349	1419534
China	G2 Device	Animation Filmmakers Corp./MGM Worldwide Television/Universal	798155	
Australia	FLIPPER & LOPAKA	United Artists Corporation	399409076	39940907
Germany	PINK PANTHER Stylized and Device I	United Artists Corporation	AM427099	185048
Austria	PINK PANTHER Stylized and Device I	United Artists Corporation		11229
Liechtenstein	PINK PANTHER Stylized and Device I	United Artists Corporation	62421999	467451
Switzerland	PINK PANTHER Stylized and Device I	United Artists Corporation	456002	
Chile	Pink Panther Device I	United Artists Corporation	57058	57058
Jordan	PINK PANTHER Stylized and Device I	Metro-Goldwyn-Mayer Studios Inc.	1036450	
Canada	GETRICH.COM	United Artists Corporation	469055	570143
Chile	PINK PANTHER Stylized and Device I	United Artists Corporation	469056	
Chile	PINK PANTHER Stylized and Device I	United Artists Corporation	2221377	2221377
Chile	CHAT ROOM ENGLAND	MGM Television Entertainment Inc.	2221375	2221375
United Kingdom	CHAT ROOM UNITED KINGDOM	MGM Television Entertainment Inc.	2221376	2221376
United Kingdom	CHAT ROOM UNITED KINGDOM	MGM Television Entertainment Inc.	300083823	
United Kingdom	CHAT ROOM GERMANY	Metro-Goldwyn-Mayer Studios Inc	2000022757	1543877
Germany	POLTERGEIST	United Artists Corporation	89013341	976608
China	PINK PANTHER Stylized and Device I	United Artists Corporation	89013345	956442
Taiwan	PINK PANTHER Stylized and Device I	United Artists Corporation	89013344	956679
Taiwan	PINK PANTHER Stylized and Device I	United Artists Corporation		

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Country	Trademark	Registration No.	Applicant No.	Registration No.
Russian Federation	MGM MEANS GREAT MOVIES		T0009806D	
Singapore	MGM MEANS GREAT MOVIES		069042000	478542
Switzerland	MGM MEANS GREAT MOVIES		430437	664650
Mexico	MGM MEANS GREAT MOVIES		430438	662916
Mexico	MGM MEANS GREAT MOVIES		2000064632	4541418
Japan	MGM MEANS GREAT MOVIES		2291779	
India	MGM MEANS GREAT MOVIES		2291780	
Argentina	MGM MEANS GREAT MOVIES		4520002819	4579
Argentina	MGM MEANS GREAT MOVIES		1102800	
Korea, Republic of	MGM MEANS GREAT MOVIES		1102900	
Venezuela	MGM MEANS GREAT MOVIES		4200005155	
Venezuela	MGM MEANS GREAT MOVIES		108679	73401
Philippines	MGM MEANS GREAT MOVIES		108678	22899
Peru	MGM MEANS GREAT MOVIES		200012426	
Peru	MGM MEANS GREAT MOVIES		89036371	150755
Turkey	MGM MEANS GREAT MOVIES		89036370	
Taiwan	MGM MEANS GREAT MOVIES		1064355	
Taiwan	MGM MEANS GREAT MOVIES		2000049423	
Canada	VIDEO SAVANT		2000049425	
Canada	MGM MEANS GREAT MOVIES		2000049418	240291
Colombia	MGM MEANS GREAT MOVIES		2000049428	239417
Colombia	METRO GOLDWYN MAYER and Young Lion Logo		M200001009	34536
Colombia	METRO GOLDWYN MAYER and Young Lion Logo		20001288	42496
Colombia	PINK PANTHER Stylized and Device I		20001016	
Estonia	PINK PANTHER Stylized and Device I		2000717663	
Lithuania	PINK PANTHER Stylized and Device I		M000925	M47920
Lithuania	PINK PANTHER Stylized and Device I		2239236	2239236
Belarus	PINK PANTHER Stylized and Device I		009487	8020
Belarus	PINK PANTHER Stylized and Device I		157357	
Russian Federation	PINK PANTHER Stylized and Device I		200008197	207313
Russian Federation	PINK PANTHER Stylized and Device I		50828	40246
Latvia	PINK PANTHER Stylized and Device I		20862000	
United Kingdom	PINK PANTHER Stylized and Device I		2000073124	
United Kingdom	PINK PANTHER Stylized and Device I		1200002446	221240
Moldova, Republic of	PINK PANTHER Stylized and Device I		823002578	
Czech Republic	PINK PANTHER Stylized and Device I		002210	3517
Czech Republic	PINK PANTHER Stylized and Device I		2000015135	2000015135
Norway	PINK PANTHER Stylized and Device I		823002560	
Norway	PINK PANTHER Stylized and Device I			
Bulgaria	PINK PANTHER Stylized and Device I			
Bulgaria	PINK PANTHER Stylized and Device I			
Slovakia	PINK PANTHER Stylized and Device I			
Slovakia	PINK PANTHER Stylized and Device I			
Ukraine	PINK PANTHER Stylized and Device I			
Ukraine	PINK PANTHER Stylized and Device I			
Finland	MGM MEANS GREAT MOVIES			
Finland	PINK PANTHER Stylized and Device I			
Brazil	PINK PANTHER Stylized and Device I			
Brazil	PINK PANTHER Stylized and Device I			
British Virgin Islands	PINK PANTHER Stylized and Device I			
British Virgin Islands	PINK PANTHER Stylized and Device I			
Turkey	MGM MEANS GREAT MOVIES			
Turkey	MGM MEANS GREAT MOVIES			
Brazil	MGM MEANS GREAT MOVIES			
Brazil	MGM MEANS GREAT MOVIES			

TRADEMARK

REEL: 002534 FRAME: 0184

Country	Trademark Name	Owner Name	Serial No.	Reg. No.
Canada	LEGALLY BLONDE	Metro-Goldwyn-Mayer Studios Inc.	1119239	
China	MGM in Chinese Characters	Metro-Goldwyn-Mayer Lion Corp	3002307	
China	MGM in Chinese Characters	Metro-Goldwyn-Mayer Lion Corp	3002310	
China	MGM in Chinese Characters	Metro-Goldwyn-Mayer Lion Corp	3002308	
China	MGM in Chinese Characters	Metro-Goldwyn-Mayer Lion Corp	3002306	
China	MGM in Chinese Characters	Metro-Goldwyn-Mayer Lion Corp	3002309	
Jordan	PINK PANTHER Stylized and Device I	United Artists Corporation	65172	
Jordan	PINK PANTHER Stylized and Device I	United Artists Corporation	65174	
Jordan	PINK PANTHER Stylized and Device I	United Artists Corporation	65173	
Canada	PERSONALIBEES Stylized	Metro-Goldwyn-Mayer Studios Inc.	1124174	
Canada	TEEN WOLF	Orion Pictures Corporation	1124175	
European Community	PERSONALIBEES Stylized	Metro-Goldwyn-Mayer Studios Inc.	2493476	
Japan	PERSONALIBEES Stylized	Metro-Goldwyn-Mayer Studios Inc.	115002001	