

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM721365

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks at Reel/Frame No. 6937/0935

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		03/17/2022	national association: UNITED STATES

RECEIVING PARTY DATA

Name:	MGM Holdings II Inc.
Street Address:	245 N. Beverly Drive
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90210
Entity Type:	Corporation: DELAWARE
Name:	Metro-Goldwyn-Mayer Inc.
Street Address:	245 N. Beverly Drive
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90210
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	88641662	37 SECONDS OF GOOD NEWS
Serial Number:	88390617	A.D. THE BIBLE CONTINUES
Serial Number:	88583815	BOX OF PRAYERS
Serial Number:	87117157	LIGHT
Serial Number:	87253723	LIGHT TV
Serial Number:	87977906	LIGHT TV
Serial Number:	78678036	LIGHTWORKER
Serial Number:	86280026	LIGHTWORKER TV
Serial Number:	87045645	LIGHTWORKERS
Serial Number:	88116093	LIGHTWORKERS
Serial Number:	88754718	LIGHTWORKERS
Serial Number:	86665484	LIGHTWORKERS MEDIA
Serial Number:	86439797	WOMEN OF THE BIBLE

TRADEMARK

REEL: 007692 FRAME: 0635

900688126

OP \$415.00 88641662

Property Type	Number	Word Mark
Registration Number:	6020145	UA UNITED ARTISTS RELEASING
Registration Number:	5992419	FOUR WEDDINGS AND A FUNERAL
Registration Number:	5992426	PERPETUAL GRACE, LTD.

CORRESPONDENCE DATA

Fax Number: 2138918763

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: rhonda.deleon@lw.com

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 355 SOUTH GRAND AVENUE

Address Line 4: LOS ANGELES, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	055827-0001
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	04/14/2022

Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of March 17, 2022 (the “Effective Date”), is made by JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the “Administrative Agent”).

WHEREAS, pursuant to a Second Lien Guarantee and Collateral Agreement dated July 3, 2018 (as may be amended, restated, supplemented or otherwise modified, renewed or replaced and in effect from time to time, the “Guarantee and Collateral Agreement”) among MGM Holdings II Inc., Metro-Goldwyn-Mayer Inc., and certain of its Subsidiaries (together, the “Grantors”) and the Administrative Agent, as agent for the secured parties referred to therein, the Grantors have granted to the Administrative Agent for the ratable benefit of such secured parties a security interest in substantially all the assets for the Grantors, including all right, title and interest of Grantors in, to and under the Trademark Collateral, whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations;

WHEREAS, the Administrative Agent and the Grantors executed and delivered a Second Lien Trademark Security Agreement, dated as of July 3, 2018 (the “Trademark Security Agreement”) for the purpose of recording the grant of security interest in the Trademark Collateral with the United States Patent and Trademark Office. The Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 1, 2018 at Reel/Frame 006405/0674;

WHEREAS, the Grantors executed various supplements to the Trademark Security Agreement for the purpose of recording the grant of security interest in additional pieces of Trademark Collateral with the United States Patent and Trademark Office, including that certain Supplement No. 7 to the Trademark Security Agreement dated as of March 31, 2020 (the “Trademark Security Agreement Supplement”); _____

WHEREAS, the Trademark Security Agreement Supplement was recorded with the United States Patent and Trademark Office on May 13, 2020 at Reel/Frame 006937/0935;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Administrative Agent hereby agrees as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms used in this Release have the meaning given to them in the Trademark Security Agreement or the Guarantee and Collateral Agreement, as applicable.

2. Release. The Administrative Agent, without representation, warranty or recourse of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the trademark registrations set forth in the Trademark Security Agreement Supplement (such trademark registrations, the “Released Trademark Collateral”) as listed in Schedule 1 hereto.

3. Governing Law. This Release shall exclusively be governed by, and construed in accordance with, the laws of the state of New York, without regard to conflicts of law or choice of law principles.

4. Counterparts; Signatures. This Release may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Patrick J. Minnick
Title: Executive Director

SCHEDULE 1

(See attached)

MGM - Trademark Filings Q1-2020		
<u>TRADEMARK NAME</u>	<u>APPLICATION REGISTRATION NO.</u>	<u>OWNER NAME</u>
UA Lined Logo and UNITED ARTISTS RELASING	6020145	UNITED ARTISTS CORPORATION
FOUR WEDDINGS AND A FUNERAL	5992419	METRO-GOLDWYN-MAYER STUDIOS INC.
PERPETUAL GRACE, LTD.	5992426	METRO-GOLDWYN-MAYER STUDIOS INC.

Lightworkers Media LLC - Trademark Filings Q1-2020

<u>TRADEMARK NAME</u>	<u>APPLICATION NUMBER</u>	<u>REGISTRATION NUMBER</u>	<u>OWNER NAME</u>
37 SECONDS OF GOOD NEWS	88641662		LightWorkers Media, LLC
A.D. THE BIBLE CONTINUES	88390617	5890712	LightWorkers Media, LLC
BOX OF PRAYERS	88583815		LightWorkers Media, LLC
LIGHT	87117157		LightWorkers Media, LLC
LIGHT TV	016136699	016136699	LightWorkers Media, LLC
LIGHT TV	87253723		LightWorkers Media, LLC
LIGHT TV	87977906	5547592	LightWorkers Media, LLC
LIGHTWORKER	78678036	3153432	LightWorkers Media, LLC
LIGHTWORKER TV	86280026	4674586	LightWorkers Media, LLC
LIGHTWORKERS	3648941	2996875	LightWorkers Media, LLC
LIGHTWORKERS	3648942	2996876	LightWorkers Media, LLC
LIGHTWORKERS	3648943	2996877	LightWorkers Media, LLC
LIGHTWORKERS	913610771	913610771	LightWorkers Media, LLC
LIGHTWORKERS	913610933	913610933	LightWorkers Media, LLC

<u>TRADEMARK NAME</u>	<u>APPLICATION NUMBER</u>	<u>REGISTRATION NUMBER</u>	<u>OWNER NAME</u>
LIGHTWORKERS	913611018	913611018	LightWorkers Media, LLC
LIGHTWORKERS	0075340	613826	LightWorkers Media, LLC
LIGHTWORKERS	015783401	015783401	LightWorkers Media, LLC
LIGHTWORKERS	402017125797	401551624	LightWorkers Media, LLC
LIGHTWORKERS	402018105190	401482352	LightWorkers Media, LLC
LIGHTWORKERS	1791756	1717611	LightWorkers Media, LLC
LIGHTWORKERS	1790924	1708798	LightWorkers Media, LLC
LIGHTWORKERS	1953768	1850201	LightWorkers Media, LLC
LIGHTWORKERS	722263	19030	LightWorkers Media, LLC
LIGHTWORKERS			LightWorkers Media, LLC
LIGHTWORKERS	40201721320V	40201721320V	LightWorkers Media, LLC
LIGHTWORKERS	2017/28191		LightWorkers Media, LLC
LIGHTWORKERS	2017/28192		LightWorkers Media, LLC
LIGHTWORKERS	2017/28193		LightWorkers Media, LLC
LIGHTWORKERS	87045645	5601775	LightWorkers Media, LLC
LIGHTWORKERS	88116093		LightWorkers Media, LLC
LIGHTWORKERS	88754718		LightWorkers Media, LLC
LIGHTWORKERS	18542	374461	LightWorkers Media, LLC
LIGHTWORKERS	18543	71416	LightWorkers Media, LLC
LIGHTWORKERS	18541	71412	LightWorkers Media, LLC
LIGHTWORKERS MEDIA	86665484	5116950	LightWorkers Media, LLC
WOMEN OF THE BIBLE	86439797	4805689	LightWorkers Media, LLC