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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patent:

101102548

Send original documents or copy thereof.

1. Name of conveying party(ies):

MGM GRAND, INC., a Delaware corporation

- Individual(s)
- General Partnership
- Corporation-State DELAWARE
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: July 17, 1997

2. Name and address of receiving party(ies):

Name: Bank of America NT & SA, Agent

Internal Address: 11th Floor

Street Address: 555 South Flower

City: Los Angeles State: CA ZIP: 90071

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other NATIONAL BANK

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

SEE SCHEDULE B
ATTACHED

B. Trademark registration No.(s)

SEE SCHEDULE B
ATTACHED

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: William M. Scott IV

Internal Address: Sheppard, Mullin, Richter & Hampton LLP
48th Floor

Street Address: 333 South Hope St.

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved: 68

7. Total fee (37 CFR 3.41):..... \$ 1715⁰⁰

Enclosed (Previously)

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.

William M. Scott IV
Name of Person Signing

Signature

7-21-99
Date

Total number of pages comprising cover sheet: 39

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK

REEL: 001927 FRAME: 0171

SCHEDULE BTrademarks

<u>Application Number</u>	<u>Registration Number</u>
75-976,813	75-211,309
75-345,546	75-211,308
75-345,544	75-142,376
75-345,543	75-031,470
75-297,679	74-638,372
75-297,289	74-638,369
75-297,287	74-634,824
75-296,985	74-634,726
75-296,984	74-609,645
75-296,983	74-437,220
75-291,593	74-437,219
75-291,589	74-437,218
75-291,587	74-437,217
75-282,911	74-437,214
75-264,082	74-437,213
75-264,078	74-437,212
75-264,077	74-437,211
75-264,076	74-437,210
75-264,007	74-437,209
75-264,006	74-437,208
75-264,005	74-437,207
75-264,004	74-437,205
75-264,003	74-437,202
75-264,002	74-437,201
75-264,001	74-436,861
75-264,000	74-430,987
75-263,965	74-385,370
75-263,964	74-379,269
75-263,963	74-357,119
75-263,962	74-357,118
75-237,506	
75-237,505	
75-237,504	
75-097,008	
75-096,506	
75-049,807	
74-438,608	
74-363,395	

AMENDED AND RESTATED
TRADEMARK SECURITY INTEREST ASSIGNMENT

This AMENDED AND RESTATED TRADEMARK SECURITY INTEREST ASSIGNMENT (the "Assignment") is made and entered into as of July 17, 1997 by MGM Grand, Inc., a Delaware corporation ("Borrower"), each Co-Borrower, each of the Subsidiaries of Borrower which are parties hereto, together with each other Person who may become a party hereto pursuant to Section 11 of this Assignment (each a "Grantor" and collectively, "Grantors"), jointly and severally, in favor of Bank of America National Trust and Savings Association, as the Administrative Agent under the Loan Agreement referred to below for the ratable benefit of each of the Banks which are parties to the Loan Agreement from time to time, as Secured Party, with reference to the following facts:

RECITALS

A. MGM Grand, Inc., a Delaware corporation ("Borrower"), has previously entered into a Loan Agreement dated as of July 1, 1996 among Borrower, the Banks and Co-Agents named therein, and Bank of America National Trust and Savings Association, as Administrative Agent, pursuant to which the Banks have provided a revolving credit facility in the aggregate principal amount of \$600,000,000 (as amended, the "Existing Loan Agreement").

B. The Existing Loan Agreement provided, as a condition to the availability of such credit facilities, that Grantors enter into a Trademark Security Interest Assignment dated as of October 2, 1996 (the "Existing Trademark Assignment") to grant security interests to Secured Party as therein provided.

C. Pursuant to the Amended and Restated Loan Agreement (the "Loan Agreement") dated as of July 17, 1997, among Borrower, MGM Grand Atlantic City, Inc. ("Atlantic City"), as initial Co-Borrower, Societe Generale, The Bank of Nova Scotia, Bank of Scotland, Bankers Trust Company, CIBC, Inc., Commerzbank Aktiengesellschaft, Los Angeles Branch, The Long-Term Credit Bank of Japan, Ltd., Los Angeles Agency, PNC Bank, National Association, and Wells Fargo Bank, N.A., as Managing Agents, Fleet Bank N.A., as Co-Agent, the Banks which are party thereto, and Bank of America National Trust and Savings Association, as Administrative Agent, Borrower, Administrative Agent and Banks have amended and

restated the Existing Loan Agreement to provide for an increase in the amount of the credit facilities provided by the Existing Loan Agreement, an extension of the maturity thereof and revisions to the covenants of Borrower set forth therein.

D. It is a condition to the credit facilities under the Loan Agreement that Grantors amend and restate the Existing Trademark Assignment and that Borrower's and Co-Borrower's obligations under the Loan Agreement be subject to the Assignment as set forth herein.

AGREEMENT

NOW, THEREFORE, in order to induce the Banks to extend the aforementioned credit facilities to Borrower and Co-Borrower, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantors hereby jointly and severally represent, warrant, covenant and agree as follows:

1. Definitions. This Assignment is the Trademark Security Interest Assignment referred to in the Loan Agreement. Terms defined in the Loan Agreement and not otherwise defined in this Assignment shall have the meanings defined for those terms in the Loan Agreement. As used in this Assignment, the following terms shall have the meanings respectively set forth after each:

"Assignment" means this Trademark Security Interest Assignment, and any extensions, modifications, renewals, restatements, supplements or amendments hereof, including, without limitation, any documents or agreements by which additional Grantors become party hereto.

"Collateral" means and includes all of the following: (a) all of Grantors' now-existing, or hereafter acquired, right, title, and interest in and to all of Grantors' trademarks, trade names, trade styles, and service marks; all prints and labels on which said trademarks, trade names, trade styles, and service marks appear, have appeared, or will appear, and all designs and general intangibles of a like nature; all applications, registrations, and recordings relating to the foregoing in the United States Patent and Trademark Office ("USPTO") or in any similar office or agency of the United States, any State thereof, or any political subdivision thereof, or in any other countries, and all reissues, extensions, and renewals thereof, including those trademarks, terms, designs, and applications described in Schedule 1 hereto (the "Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation,

all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) any and all proceeds of any of the foregoing, including any claims by Grantors against third parties for past, present and future infringement of the Trademarks or any licenses with respect thereto.

"Grantors" means Borrower, each Co-Borrower and those Subsidiaries of Borrower, if any, that become parties hereto as provided in Section 5.10 of the Loan Agreement or Section 9 hereof, and each of them, and any one or more of them, jointly and severally.

"Secured Obligations" means (a) in the case of Borrower and each Co-Borrower, any and all present and future Obligations of any type or nature of Borrower and each Co-Borrower to the Administrative Agent, the Banks, and any one or more of them, arising under or relating to the Loan Documents or any one or more of them, and (b) in the case of each other Grantor, the obligations of that Grantor under the Subsidiary Guaranty which that Grantor has executed in favor of Secured Party with respect to the obligations of Borrower and each Co-Borrower to Secured Party, in each case whether due or to become due, matured or unmatured, liquidated or unliquidated, or contingent or noncontingent, including Obligations of performance as well as Obligations of payment, and including interest that accrues after the commencement of any bankruptcy or insolvency proceeding by or against any Grantor.

"Secured Party" means the Administrative Agent who shall receive and hold the assignments made hereunder for the ratable benefit of each of the Banks which are parties to the Loan Agreement from time to time. Subject to the terms and conditions of the Loan Agreement, any right, remedy, privilege, or power of Secured Party shall be exercised by the Administrative Agent.

2. **Assignment.** For valuable consideration, Grantors and each of them hereby jointly and severally grant and assign to Secured Party a security interest, to secure the prompt and indefeasible payment and performance of the Secured Obligations, and each of them, in and to all of the presently existing and hereafter acquired Collateral. This Assignment is a continuing and irrevocable agreement and all the rights, powers, privileges and remedies hereunder shall apply to any and all Secured Obligations, including those arising under successive transactions which shall either continue the Secured Obligations, increase or decrease them and notwithstanding the bankruptcy of any Grantor or any other event or proceeding affecting any Grantor.

3. **Representations, Warranties and Covenants.** Grantors, and each of them, represent, warrant and agree that:

(a) All of the existing Collateral is valid and subsisting in full force and effect, and Grantors own the sole, full, and clear title thereto, and the right and power to grant the security interests granted hereunder. Grantors will, at their expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral as valid, subsisting, and registered trademarks, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any Liens, claims, mortgages, assignments or licenses of any nature whatsoever, whether recorded or unrecorded, except as permitted by the Loan Agreement.

(b) As of the date hereof, none of Grantors or their Subsidiaries has any Trademarks registered, or subject to pending applications, in the USPTO, or any similar office or agency in the United States, or any other country that are material to the conduct of the business of Grantors and their Subsidiaries, taken as a whole, other than those described in Schedule 1.

(c) No Grantor nor any Subsidiary of any Grantor shall file any application for the registration of a trademark with the USPTO or any similar office or agency in the United States, any State therein, or any other country, unless such Grantor or Subsidiary has informed Secured Party of such action in advance or informs Secured Party promptly thereafter. Upon request of Secured Party, Grantors shall execute and deliver to Secured Party any and all agreements, instruments, documents, and such other papers as may be requested by Secured Party to evidence the assignment of a security interest to Secured Party of such trademark. Each Grantor authorizes Secured Party to modify this Assignment by amending Schedule 1 to include any new trademark or service mark, and any trademark or service mark renewal of any Grantor applied for and obtained hereafter.

(d) No Grantor nor any Subsidiary of any Grantor has abandoned any of the Trademarks, and no Grantor nor any Subsidiary of any Grantor will do any act, or omit to do any act, whereby the Trademarks may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable, where such abandonment, cancellation, invalidation, unenforceability, avoidance or avoidability may constitute a Material Adverse Effect. Each Grantor shall notify Secured Party promptly if it knows, or has reason to know, of any reason why any application, registration, or recording may become abandoned, canceled, invalidated, or unenforceable.

(e) Grantors will render any assistance, as Secured Party may reasonably determine is necessary, to Secured Party in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States, or any State therein, or any other country, to protect Secured Party's security interest in the Trademarks.

(f) Grantors assume all responsibility and liability arising from the use of the Trademarks, and each Grantor hereby indemnifies and holds the Administrative Agent and each of the Banks harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by any Grantor (or any Affiliate or Subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale, or advertisement of any such product by any Grantor or any Affiliate or Subsidiary thereof.

(g) Grantors shall promptly notify Secured Party in writing of any adverse determination in any proceeding in the USPTO or any other foreign or domestic Governmental Agency, court or body, regarding any Grantor's ownership of any of the Trademarks. In the event of any material infringement of any of the Trademarks by a third party, Grantors shall promptly notify Secured Party of such infringement and sue for and diligently pursue damages for such infringement.

(h) Each Grantor shall, at its sole expense, do, make, execute and deliver all such additional and further acts, things, assurances, and instruments, in each case in form and substance satisfactory to Secured Party, relating to the creation, validity, or perfection of the security interests provided for in this Assignment under 35 U.S.C. Section 261, 15 U.S.C. Section 1051 et seq., the Uniform Commercial Code or other Law of the United States, the State of Nevada, or of any countries or other States as Secured Party may from time to time reasonably request, and shall take all such other action as the Secured Party may reasonably require to more completely vest in and assure to Secured Party its security interest in any of the Collateral, and each Grantor hereby irrevocably authorizes Secured Party or its designee, at such Grantor's expense, to execute such documents, and file such financing statements with respect thereto with or without such Grantor's signature, as Secured Party may reasonably deem appropriate. In the event that any recording or refileing (or the filing of any statement of continuation or assignment of any financing statement) or any other action, is required at any time to protect and preserve

such security interest, Grantors shall, at their sole cost and expense, cause the same to be done or taken at such time and in such manner as may be necessary and as may be reasonably requested by Secured Party. Each Grantor further authorizes Secured Party to have this or any other similar security agreement recorded or filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

(i) Secured Party is hereby irrevocably appointed by each Grantor as its lawful attorney and agent, with full power of substitution to execute and deliver on behalf of and in the name of any or all Grantors, such financing statements and other documents and agreements, and to take such other action as Secured Party may deem necessary for the purpose of perfecting, protecting or effecting the security interests granted herein and effected hereby, and any mortgages or Liens necessary or desirable to implement or effectuate the same, under any applicable Law, and Secured Party is hereby authorized to file on behalf of and in the name of any or all Grantors, at Grantors' sole expense, such financing statements, documents and agreements in any appropriate governmental office.

(j) Secured Party may, in its sole discretion, pay any amount, or do any act which Grantors fail to pay or do as required hereunder to preserve, defend, protect, maintain, record, amend, or enforce the Secured Obligations, the Collateral, or the security interest granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, and reasonable attorneys' fees. Grantors will be liable to Secured Party for any such payment, which payment shall be deemed an advance by the Banks to Grantors, shall be payable on demand, together with interest at the rate(s) set forth in the Loan Agreement, and shall be part of the Secured Obligations.

4. Events of Default. Any "Event of Default" as defined in the Loan Agreement shall constitute an Event of Default hereunder.

5. Rights and Remedies. Upon the occurrence and during the continuance of any such Event of Default, in addition to all other rights and remedies of Secured Party, whether provided under Law, the Loan Agreement or otherwise, Secured Party may enforce its security interest hereunder which may be exercised without notice to, or consent by, any Grantor, except as such notice or consent is expressly provided for hereunder. Upon such enforcement:

(a) Secured Party may use any of the Trademarks for the sale of goods, completion of work in process, or rendering of services in connection with enforcing any security interest granted to Secured Party by Grantors or any Subsidiary of any Grantor.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions and in such manner, as Secured Party shall, in its sole discretion, deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or nonexclusive basis throughout all or part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell, or otherwise dispose of the Collateral, or any part thereof, either with or without special conditions or stipulations, except that Secured Party agrees to provide Grantors with five (5) days' prior written notice of any proposed disposition of the Collateral. The requirement of sending notice conclusively shall be met if such notice is mailed, first class mail, postage prepaid, to Borrower, on behalf of all Grantors. Each Grantor hereby irrevocably appoints Borrower as its agent for the purpose of receiving notice of sale hereunder, and agrees that such Grantor conclusively shall be deemed to have received notice of sale when notice of sale has been given to Borrower. Each Grantor expressly waives any right to receive notice of any public or private sale of any Collateral or other security for the Secured Obligations except as expressly provided in this Section 5(c). Secured Party shall have the power to buy the Collateral, or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in Secured Party's sole discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Grantors shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to Section 5(c) hereof, Secured Party may, at any time, execute and deliver, on behalf of Grantors, and each of them, pursuant to the authority granted in powers of attorney, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Grantors agree to pay Secured Party, on demand, all costs incurred in any such transfer of the Collateral, including, but not limited to any taxes, fees, and reasonable attorneys' fees.

(e) Secured Party may first apply the proceeds actually received from any such use, license, assignment, sale, or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel, and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Secured Obligations as provided in the Loan Agreement. Grantors shall remain liable to Secured Party for any expenses or Secured Obligations remaining unpaid after the application of such proceeds, and Grantors will pay Secured Party, on demand, any such unpaid amount, together with interest at the rate(s) set forth in the Loan Agreement.

(f) Upon request of Secured Party, Grantors shall supply to Secured Party, or Secured Party's designee, Grantors' knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Grantors' customer lists and other records relating to the Trademarks and the distribution hereof.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under Law, the Loan Agreement, this Assignment, or otherwise shall be cumulative, and none is exclusive of any right or remedy otherwise provided herein or in any of the other Loan Documents, at law or in equity. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. Waivers.

(a) Each Grantor hereby waives any and all rights that it may have to a judicial hearing, if any, in advance of the enforcement of any of Secured Party's rights hereunder, including, without limitation, its rights following any Event of Default and during the continuance thereof to take immediate possession of the Collateral and exercise its rights with respect thereto.

(b) Secured Party shall not be required to marshal any present or future security for (including, but not limited to, this Assignment and the Collateral subject to a security interest hereunder), or guaranties of, the Secured Obligations or any of them, or to resort to such security or guaranties in any particular order. Each Grantor hereby agrees that it will not invoke any Law relating to the marshalling of collateral which might cause delay in or impede the enforcement of Secured Party's rights under this Assignment or any other instrument evidencing any of the Secured Obligations or by which any of such

Secured Obligations is secured or guaranteed, and each Grantor hereby irrevocably waives the benefits of all such Laws.

(c) Except for notices specifically provided for herein, each Grantor hereby expressly waives demand, notice, protest, notice of acceptance of this Assignment, notice of loans made, credit extended, collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect both to Secured Obligations and any collateral therefor, each Grantor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, of any Person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as Secured Party may deem advisable. Secured Party shall have no duty as to the protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto except as otherwise required by Law. Secured Party may exercise its rights with respect to the Collateral without resorting or regard to other collateral or sources of reimbursement for liability. Secured Party shall not be deemed to have waived any of its rights upon or under the Loan Agreement or the Collateral unless such waiver be in writing and signed by the Secured Party. The exercise of the rights under this Assignment are not intended by the parties to constitute an "action" within the meaning of Nevada Revised Statutes § 40.430. No delay or omission on the part of the Secured Party in exercising any right shall operate as a waiver of any right on any future occasion. All rights and remedies of the Secured Party under the Loan Agreement or on the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly or concurrently.

7. Costs and Expenses.

(a) Grantors will pay any and all charges, costs and taxes incurred in implementing or subsequently amending this Assignment, including, without limitation, recording and filing fees, appraisal fees, stamp taxes, and reasonable fees and disbursements of Secured Party's counsel incurred by Secured Party, and the allocated cost of in-house counsel to Secured Party, in connection with this Assignment, and in the enforcement of this Assignment and in the enforcement or foreclosure of any Liens, security interests or other rights of the Secured Party under this Assignment, or under any other documentation heretofore, now, or hereafter given to Secured Party in furtherance of the transactions contemplated hereby.

(b) Grantors agree to reimburse Secured Party for and indemnify it against, any and all losses, expenses and liabilities (including liabilities for penalties) of whatever kind or nature sustained and reasonably incurred in connection with any claim, demand, suit or legal or arbitration proceeding relating to this Assignment, or the exercise of any rights or powers hereunder, including reasonable attorneys' fees and disbursements, and the allocated cost of in-house counsel to the Secured Party, except losses, expenses and liabilities arising out of Secured Party's own gross negligence or willful misconduct.

8. Continuing Effect. This Assignment shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets.

9. Joinder. Any other Person may become a Grantor hereunder and become bound by the terms and conditions of this Assignment by executing and delivering to Administrative Agent an Instrument of Joinder substantially in the form attached hereto as Exhibit A, accompanied by such documentation as Administrative Agent may require to establish the due organization, valid existence and good standing of such Person, its qualification to engage in business in each material jurisdiction in which it is required to be so qualified, its authority to execute, deliver and perform this Assignment, and the identity, authority and capacity of each Responsible Official thereof authorized to act on its behalf.

10. Release of Grantors. This Assignment and all Secured Obligations of Grantors hereunder shall be released when all Secured Obligations have been paid in full in cash or otherwise performed in full and when no portion of the Commitments remain outstanding or at such earlier time as such release is required pursuant to Section 2.14 of the Loan Agreement. Upon such release of Grantors' Secured Obligations hereunder, Secured Party shall return any Collateral to Grantors, or to the Person or Persons legally entitled thereto, and shall endorse, execute, deliver, record and file all instruments and documents, and do all other acts and things, reasonably required for the return of the Collateral to Grantors, or to the Person or Persons legally entitled thereto, and to evidence or document the release of Secured Party's interests arising under this Assignment, all as reasonably requested by, and at the sole expense of, Grantors.

11. Additional Powers and Authorization. Secured Party shall be entitled to the benefits accruing to it as Administrative Agent under the Loan

Assignment and the other Loan Documents. Notwithstanding anything contained herein to the contrary, Secured Party may employ agents, trustees, or attorneys-in-fact and may vest any of them with any Property (including, without limitation, any Collateral assigned hereunder), title, right or power deemed necessary for the purposes of such appointment.

12. **WAIVER OF JURY TRIAL.** EACH GRANTOR AND SECURED PARTY EXPRESSLY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS ASSIGNMENT, THE LOAN AGREEMENT, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR PARTIES, WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. EACH GRANTOR AND SECURED PARTY AGREE THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY ARE WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS ASSIGNMENT, THE LOAN AGREEMENT OR THE OTHER LOAN DOCUMENTS OR ANY PROVISION HEREOF OR THEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS ASSIGNMENT, THE LOAN AGREEMENT AND THE OTHER LOAN DOCUMENTS. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

13. **GOVERNING LAW.** THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA AND THE LOCAL LAW OF THE STATE OF NEVADA.

14. Miscellaneous.

(a) Grantors and Secured Party may from time to time agree in writing to the release of certain of the Collateral from the security interest created hereby.

(b) Any notice, request, demand or other communication required or permitted under this Assignment shall be in writing and shall be deemed to be properly given if done in accordance with Section 11.6 of the Loan Agreement.

(c) Except as otherwise set forth in the Loan Agreement, the provisions of this Assignment may not be modified, amended, restated or supplemented, whether or not the modification, amendment, restatement or supplement is supported by new consideration, except by a written instrument duly executed and delivered by Secured Party and Grantors.

(d) Except as otherwise set forth in the Loan Agreement or this Assignment, any waiver of the terms and conditions of this Assignment, or any Event of Default and its consequences hereunder or thereunder, and any consent or approval required or permitted by this Assignment to be given, may be made or given with, but only with, the written consent of Secured Party on such terms and conditions as specified in the written instrument granting such waiver, consent or approval.

(e) Any failure or delay by Secured Party to require strict performance by Grantors of any of the provisions, warranties, terms, and conditions contained herein, or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein, or in any other agreement, document, or instrument, shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Grantors, specifying such waiver.

(f) If any term or provision of this Assignment conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

(g) If any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Assignment.

(h) This Assignment supersedes all prior oral and written assignments and agreements between the parties hereto on the subject matter hereof.

(i) This Assignment shall be binding upon, and for the benefit of, the parties hereto and their respective legal representatives, successors, and assigns.

(j) This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, each Grantor has executed this Assignment by its duly authorized officer as of the date first written above.

"Grantors"

MGM GRAND, INC.,
a Delaware corporation

MGM GRAND HOTEL, INC.,
a Nevada corporation

MGM GRAND ATLANTIC CITY, INC.,
a New Jersey corporation

MGM GRAND MOVIEWORLD, INC.,
a Nevada corporation

MGM GRAND HOTEL FINANCE CORP.,
a Nevada corporation

GRAND LAUNDRY, INC.,
a Nevada corporation

MGM GRAND MONORAIL, INC.,
a Nevada corporation

GRAND EQUIPMENT, INC.,
a Delaware corporation

MGM DIST., INC.,
a Nevada corporation

DESTRON, INC.,
a Nevada corporation

DESTRON MARKETING, INC.,
a Nevada corporation

EFX EQUIPMENT LEASING, INC.,
a Nevada corporation

MGM GRAND MERCHANDISING, INC.,
a Nevada corporation

By: Scott Langner

ALL-PURPOSE ACKNOWLEDGMENT

NO 209

State of California
County of Los Angeles }

On July 23, 1997 before me, Sharon Lynne Stevenson
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Janice Mae Hammond
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal.

Sharon Lynne Stevenson
SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL(S)
- CORPORATE OFFICER(S) Vice President
TITLE OF OFFICER Agency Specialist
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- SUBSCRIBING WITNESS
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)
Barb of America NTEGA

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document Amended & Restated Trademark Security Interest Assignment
Number of Pages 17 Pages Date of Document July 17, 1997
Signer(s) Other Than Named Above Scott Langner (MGM, etc.)

SCHEDULE 1

Existing and Pending Trademarks

<u>Mark</u>	<u>Class</u>	<u>Registration Number</u>	<u>Registration Date</u>
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See attachment for Trademarks and trade names for which protection is presently being applied for with the United States Patent and Trademark Office.

TRADEMARK MATTERS - ACTIVE
MGM GRAND, INC.

<u>Mark/</u> <u>Mark Type</u>	<u>Reg./</u> <u>Serial Nos.</u>	<u>Filing Dates</u>	<u>International Class/ Goods and/or Services</u>	<u>First Use Date</u>	<u>Current Owner</u>	<u>Current Status/ Remarks</u>
MGM Grand Las Vegas	74/460323	15/OCT/93	021 Souvenir Items	Intent-to-use	Metro-Goldwyn-Mayer Lion Corp. a Delaware corp.	Notice of Acceptance issued 9/MAY/97
MGM Grand	74/345,963 74/345,964 74/345,965	06/JAN/93	035 Advertising and Business 041 Education and Entertainment 042 Miscellaneous Services	13/NOV/94 18/DEC/93 21/FEB/95	Metro-Goldwyn-Mayer Lion Corp.,	Federal Registration issued 18/JULY/95
Misc. Design (Street Lion Logo Front View and Side view)	74/357,118 (Side) 74/357,119 (Front)	09/FEB/93 09/FEB/93	041 Entertainment Services, theme park 042 Hotel, Restau- rant, convention services, casinos	18/DEC/93 18/DEC/93	MGM Grand, Inc. a Delaware corporation MGM Grand, Inc.	Federal Registration issued 7/MAR/95 Federal Registration issued 7/MAR/95
DUELING PIRATES and Design U.S. service mark	74/437,220	15/SEP/93	041 Entertainment services, namely performances to live audiences	Intent-to-use	MGM Grand Hotel, Inc. a Nevada corp.	Pending - Verified Statement of Use filed
DUELING PIRATES U.S. service mark	74/437,219	15/SEP/93	041 Entertainment services, namely performances to live audiences	18/DEC/93	MGM Grand Hotel, Inc.	Federal Registration issued 23/MAY/95

<u>Mark/</u> <u>Mark Type</u>	<u>Reg./</u> <u>Serial Nos.</u>	<u>Filing Dates</u>	<u>International Class/</u> <u>Goods and/or Services</u>	<u>First Use Date</u>	<u>Current Owner</u>	<u>Current Status/</u> <u>Remarks</u>
YOU'RE IN THE MOVIES and Design U.S. service mark	74/437,218	15/SEP/93	041 Entertainment services, namely performances to live audiences	18/DEC/93	MGM Grand Hotel, Inc.	Federal Registration issued 22AUG/95
YOU'RE IN THE MOVIES U.S. service mark	74/437,217	15/SEP/93	041 Entertainment services, namely performances to live audiences	18/DEC/93	MGM Grand Hotel, Inc.	Federal Registration issued Apr. 11, 1995
King Loosy	74/363,396	25/FEB/93	09 Film and Audio Recordings 16 Paper articles and other printed matter 21 Glassware and earthenware 24 Bedcovers and textile articles 25 Clothing 26 Press buttons 28 Games, playthings and stuffed toys 41 Entertainment services	Intent-to-use	MGM Grand Hotel, Inc.	Withdrawn 05/JAN/95
SkyScreamer	75/097,008	MAY/96	25 Clothing 41 Amusement Park Services	Intent-to-use	MGM Grand Hotel, Inc.	Pending
Gatsby's	75/031,470	DEC/95	42 Restaurant Services Electronic Bulletin Board	Intent-to-use	MGM Grand Hotel, Inc.	Pending

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<u>Mark/</u> <u>Mark Type</u>	<u>Reg./</u> <u>Serial Nos.</u>	<u>Filing Dates</u>	<u>International Class/ Goods and/or Services</u>	<u>First Use Date</u>	<u>Current Owner</u>	<u>Current Status/ Remarks</u>
The City of Entertainment	75,096,506	30/APR/95	25 Clothing 41 Entertainment Services 42 Hotel, Restaurant, Retail Store and Electronic Bulletin Board Services	Intent-to-use	MGM Grand Hotel, Inc.	Pending
King Looney and Design	74/363,395	25/FEB/93	09 Film and Audio Recordings 16 Paper articles and other printed matter 21 Glassware and earthenware 24 Bedcovers and textile articles 25 Clothing 26 Press buttons 28 Games, playthings and stuffed toys 41 Entertainment services	Intent-to-use	MGM Grand Hotel, Inc.	Abandoned 21/FEB/95
Star Slots	74/430,987	31/AUG/93	041 Casino Services	21/July/93	MGM Grand, Inc.	Federal Registration issued 14/MAR/95
Star Slots Nevada Trademark		DEC/93	Casino Services	17/DEC/93	MGM Grand, Inc.	Registered

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<u>Mark/</u> <u>Mark Type</u>	<u>Reg./</u> <u>Serial No.</u>	<u>Filing Dates</u>	<u>International Class/</u> <u>Goods and/or Services</u>	<u>First Use Date</u>	<u>Current Owner</u>	<u>Current Status/</u> <u>Remarks</u>
King Looney Theatre and Design U.S. service mark	74/437,216	15/SEP/93	041 Entertainment services, namely performances to live audiences	Intent-to-use	MGM Grand Hotel, Inc.	Notice of Abandonment Filed September 7, 1995
King Looney Theatre U.S. service mark	74/437,215	15/SEP/93	041 Entertainment services, namely performances to live audiences	Intent-to-use	MGM Grand Hotel, Inc.	Notice of Abandonment Filed September 7, 1995
Star Lane	74/609,645	12/DEC/94	36 Real Estate Management and Shopping Center Services	Intent-to-use	MGM Grand Hotel, Inc.	Published for Opposition 6/MAY/97
Magic Screen Theatre and Design U.S. service mark	74/437,213	15/SEP/93	041 Entertainment services, namely performances to live audiences	18/DEC/93	MGM Grand Hotel, Inc.	Federal Registration issued 30/MAY/95
Magic Screen Theatre U.S. service mark	74/437,214	15/SEP/93	041 Entertainment services, namely performances to live audiences	18/DEC/93	MGM Grand Hotel, Inc.	Federal Registration issued 11/APR/95
Backlot River Tour and Design U.S. service mark	74/437,212	15/SEP/93	041 Entertainment services, namely performances to live audiences	Intent-to-use	MGM Grand Hotel, Inc.	Statement of Use Accepted

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Mark/ Mark Type	Reg./ Serial Nos.	Filing Dates	International Class/ Goods and/or Services	First Use Date	Current Owner	Current Status/ Remarks
Backlot River Tour U.S. service mark	74/437,211	15/SEP/93	041 Entertainment services, namely performances to live audiences	18/DEC/93	MGM Grand Hotel, Inc.	Federal Registration issued 18/JUL/95
Grand Canyon Rapids and Design U.S. service mark	74/437,210	15/SEP/93	041 Entertainment services, namely performances to live audiences	18/DEC/93	MGM Grand Hotel, Inc.	Federal Registration issued 14/NOV/95
Grand Canyon Rapids U.S. service mark	74/437,209	15/SEP/93	041 Entertainment services, namely performances to live audiences	18/DEC/93	MGM Grand Hotel, Inc.	Federal Registration issued 18/APR/95
Studio Walk U.S. service mark	75/049,807	25/JAN/96	25 Clothing 36 Real Estate Managing and Shopping Center Services	Intent-to-use	MGM Grand Hotel, Inc.	Pending
Deep Earth Exploration and Design U.S. service mark	74/437,208	15/SEP/93	041 Entertainment services, namely performances to live audiences	Intent-to-use	MGM Grand Hotel, Inc.	Federal Registration issued 14/NOV/95
Deep Earth Exploration U.S. service mark	74/437,207	15/SEP/93	041 Entertainment services, namely performances to live audiences	18/DEC/93	MGM Grand Hotel, Inc.	Federal Registration issued 20/JUN/95

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Mark/ Mark Type	Reg./ Serial No.	Filing Date	International Class/ Goods and/or Services	First Use Date	Current Owner	Current Status/ Remarks
Haunted Mine and Design U.S. service mark	74/437,206	15/SEP/93	041 Entertainment services, namely performances to live audiences	Intent-to-use	MGM Grand Hotel, Inc.	As of 27/FEB/96 let application lapse
Haunted Mine U.S. service mark	74/437,205	15/SEP/93	041 Entertainment services, namely performances to live audiences	18/DEC/93	MGM Grand Hotel, Inc.	Federal Registration issued 18/APR/95
Over the Edge and Design U.S. service mark	74/437,204	15/SEP/93	041 Entertainment services, namely performances to live audiences	Intent-to-use	MGM Grand Hotel, Inc.	Abandoned 24/AUG/94
Over the Edge U.S. service mark	74/437,203	15/SEP/93	041 Entertainment services, namely performances to live audiences	Intent-to-use	MGM Grand Hotel, Inc.	Abandoned 24/AUG/94
Lightning Bolt and Design U.S. service mark	74/437,202	15/SEP/93	041 Entertainment services, namely performances to live audiences	18/DEC/93	MGM Grand Hotel, Inc.	Federal Registration issued 28/NOV/95
Lightning Bolt U.S. service mark	74/437,201	15/SEP/93	041 Entertainment services, namely performances to live audiences	18/DEC/93	MGM Grand Hotel, Inc.	Federal Registration issued 02/MAY/95

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<u>Mark/</u>	<u>Reg./</u>	<u>Serial Nos.</u>	<u>Filing Dates</u>	<u>International Class/ Goods and/or Services</u>	<u>First Use Date</u>	<u>Current Owner</u>	<u>Current Status/ Remarks</u>
Umo Mas U.S. trademark		74/438,606	22/SEP/93	025 Clothing	Intent-to-use	MGM Grand Hotel, Inc.	Abandoned 12/AUG/94
Photoplay Gallery U.S. trademark		74/438,607	22/SEP/93	016 Prints of digitally manipulated images	Intent-to-use	MGM Grand Hotel, Inc.	Abandoned 29/AUG/95
Photoplay Gallery U.S. trademark		74/438,608	22/SEP/93	021 Souvenir items	Intent-to-use	MGM Grand Hotel, Inc.	Abandoned 25/JULY/95
Photoplay Gallery U.S. trademark		74/438,609	22/SEP/93	025 Clothing	Intent-to-use	MGM Grand Hotel, Inc.	Abandoned 05/OCT/95
Photo Adventures U.S. trademark		74/438,610	22/SEP/93	016 Prints of digitally manipulated images	Intent-to-use	MGM Grand Hotel, Inc.	Abandoned 05/OCT/95
Photo Adventures U.S. trademark		74/438,611	22/SEP/93	021 Souvenir items	Intent-to-use	MGM Grand Hotel, Inc.	Abandoned 05/OCT/95
Photo Adventures U.S. trademark		74/438,612	22/SEP/93	025 Clothing	Intent-to-use	MGM Grand Hotel, Inc.	Abandoned 01/MAY/96

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Mark/ Mark Type	Reg- Serial No.	Filing Date	International Class/ Goods and/or Services	First Use Date	Current Owner	Current Status/ Remarks
MGM Grand Adventures and Design, Nevada trademark	26,237	03/MAY/93	022 Souvenir Items	01/FEB/93	MGM Grand Hotel, Inc.	Registered
MGM Grand Adventures and Design, Nevada trademark	26,236	03/MAY/93	107 Education and Entertainment	01/FEB/93	MGM Grand Hotel	Registered
MGM Grand Garden and Design, Nevada trademark	26,234	03/MAY/93	050 Souvenir Items	01/FEB/93	MGM Grand Hotel, Inc.	Registered
MGM Grand Adventures Nevada trademark	26,235	03/MAY/93	101 Amusement /Theme Park	01/FEB/93	MGM Grand Hotel, Inc.	Registered
MGM Grand Garden w/design Nevada trademark	26,233	03/MAY/93	039 Souvenir items	01/FEB/93	MGM Grand Hotel, Inc.	Registered
MGM Grand Garden w/design Nevada trademark	26,232	03/MAY/93	038 Souvenir items	01/FEB/93	MGM Grand Hotel, Inc.	Registered
MGM Grand Garden w/design Nevada trademark	26,231	03/MAY/93	033 Souvenir items	01/FEB/93	MGM Grand Hotel, Inc.	Registered

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<u>Mark/</u> <u>Mark Type</u>	<u>Reg./</u> <u>Serial Nos.</u>	<u>Filing Dates</u>	<u>International Class/</u> <u>Goods and/or Services</u>	<u>First Use Date</u>	<u>Current Owner</u>	<u>Current Status/</u> <u>Remarks</u>
MGM Grand Garden w/design Nevada trademark	26,230	03/MAY/93	022 Souvenir items	01/FEB/93	MGM Grand Hotel, Inc.	Registered
MGM Grand Garden w/design Nevada trademark	26,229	03/MAY/93	107 Education and Entertainment	01/FEB/93	MGM Grand Hotel, Inc.	Registered
MGM Grand Garden w/design Nevada trademark	26,228	03/MAY/93	101 Special Events Center-Arena	01/FEB/93	MGM Grand Hotel, Inc.	Registered
One Stop Shopping Nevada Trademark	26,530	27/AUG/93	Customer Reservation	08/JAN/93	MGM Grand Hotel, Inc.	Registered
MGM Grand Adventures and Design Nevada trademark	26,241	03/MAY/93	050 Souvenir items	01/FEB/93	MGM Grand Hotel, Inc.	Registered
MGM Grand Adventures and Design Nevada trademark	26,240	03/MAY/93	039 Souvenir items	01/FEB/93	MGM Grand Hotel, Inc. Las Vegas, NV.	Registered

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<u>Mark/</u> <u>Mark Type</u>	<u>Reg./</u> <u>Serial Nos.</u>	<u>Filing Dates</u>	<u>International Class/</u> <u>Goods and/or Services</u>	<u>First Use Date</u>	<u>Current Owner</u>	<u>Current Status/</u> <u>Remarks</u>
MGM Grand Adventures and Design Nevada trademark	26,239	03/MAY/93	038 Souvenir items	01/FEB/93	MGM Grand Hotel, Inc. Las Vegas, NV.	Registered
MGM Grand Adventures and Design Nevada trademark	26,238	03/MAY/93	033 Souvenir items	01/FEB/93	MGM Grand Hotel, Inc. Las Vegas, NV.	
Manhattan Theatre Nevada trademark	Vol. 28 Page 35	07/APR/95	107 Entertainment services, performances	14/JAN/95	MGM Grand Hotel, Inc. Las Vegas, NV.	Registered
Your Ticket to Reel Rewards Nevada trademark	Vol. 28 Page 17	30/MAR/95	107 Slot Membership Program	15/MAR/95	MGM Grand Hotel, Inc.	Registered
Wizard's Internship Program w/Design Nevada service mark	Vol. 27 Page 860	20/JAN/95	107 In-house Education Program	01/DEC/94	MGM Grand Hotel, Inc.	Registered
Grand Meetings Trade Name		27/JUN/97	100 Miscellaneous	01/AUG/97	MGM Grand Hotel, Inc.	Pending

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<u>Mark/</u> <u>Mark Type</u>	<u>Reg./</u> <u>Serial No.</u>	<u>Filing Date</u>	<u>International Class/</u> <u>Goods and/or Services</u>	<u>First Use Date</u>	<u>Current Owner</u>	<u>Current Status/</u> <u>Remarks</u>
Grand Meetings Trade Name		27/JUN/97	101 Advertising	01/AUG/97	MGM Grand Hotel, Inc.	Pending
Grand Meetings Service Mark		27/JUN/97	100 Miscellaneous	01/AUG/97	MGM Grand Hotel, Inc.	Pending
Grand Meetings Service Mark		27/JUN/97	101 Advertising	01/AUG/97	MGM Grand Hotel, Inc.	Pending
EFX (stylized)	74/638,369	27/FEB/95	006 Key Rings and key chains 014 Jewelry 025 Clothing	21/DEC/94	MGM Grand Hotel, Inc.	Pending - Published for Opposition 2/20/96
EFX	74/638,372	27/FEB/95	006 Key Rings and key chains 014 Jewelry 025 Clothing	21/DEC/94	MGM Grand Hotel, Inc.	Pending - Published for Opposition 3/5/96
EFX (stylized)	74/634,824	16/FEB/95	009 Pre-recorded audio cassettes, cd's and sunglasses 016 Programs, books, posters postcards, etc. 018 Goods made of leather 021 Mugs and Drinking Glasses	APR/95	MGM Grand Hotel, Inc.	Registered 14/MAY/96

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<u>Mark/</u> <u>Mark Type</u>	<u>Reg./</u> <u>Serial Nos.</u>	<u>Filing Date</u>	<u>International Class/</u> <u>Goods and/or Services</u>	<u>First Use Date</u>	<u>Current Owner</u>	<u>Current Status/</u> <u>Remarks</u>
EFX	74/634,726	16/FEB/95	009 Pre-recorded audio cassettes, cd's and sunglasses 016 Programs, books, posters postcards, etc. 018 Goods made of leather 021 Mugs and Drinking Glasses 026 Belt buckles 028 Games and toys 041 Entertainment services, live variety show, casino services 042 Retail store services and mail order and telephone services	Intent-to-use	MGM Grand Hotel, Inc.	Pending
EFX! THE SPECIAL EFFECTS SPECTACULAR	74/385,370	14/MAY/96	souvenir booklets advertising	MAR/95	MGM Grand Hotel, Inc.	Federal Registration issued 22/APR/97

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Mark/ Mark Type	Reg./ Serial No.	Filing Dates	International Class/ Goods and/or Services	First Use Date	Current Owner	Current Status/ Remarks
Majestic Lions Nevada Trademark	28,280	24/JULY/95	107 Slot Machines and gaming	17/DEC/93	MGM Grand Hotel, Inc.	Registered
Majestic Lions (w/design) Nevada Trademark	28,281	24/JULY/95	107 Slot Machines and gaming	17/DEC/93	MGM Grand Hotel, Inc.	Registered
THE ART OF ENTERTAINMENT	75/142,376	30/JULY/96	16 Art pictures, art art reproductions, posters calendars, cards and souvenirs 042 art galleries	Intent-to-use	MGM Grand Hotel, Inc.	Pending
STUDIO 54	75/142,375	30/JULY/96	25 Clothing 42 Hotel, restaurant, retail store and electronic bulletin board services	Intent-to-use	MGM Grand Hotel, Inc.	Pending

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<u>Mark/</u>	<u>Reg./</u>	<u>Serial Nos.</u>	<u>Filing Dates</u>	<u>International Class/ Goods and/or Services</u>	<u>First Use Date</u>	<u>Current Owner</u>	<u>Current Status/ Remarks</u>
METROPOLIS	Nevada	75/143,362	01/AUG//96	41 Entertainment Services 42 Hotel, restaurant, retail store and electronic bulletin board services	Intent-to-use	MGM Grand Hotel, Inc.	Will be abandoned
STUDIO WARDROBE	Nevada		19/AUG/96	101 Sale of Clothing	28/MAY/96	MGM Grand Merch- Inc.	Registered 9/4/96
STUDIO WALK		75/049,807	25/JAN/96	025 Clothing 036 Real estate management leasing of shopping mall space and shopping center services 041 casino services 042 Hotel & restaurant services and providing access to an electronic bulletin board rendered via computer by means of a global computer network, in the field of retail shopping, restaurants and night clubs	Intent-to-use	MGM Grand Hotel, Inc.	Pending
GRAND KIDZ		75/211,309	10/DEC/96	025 Clothing 042 Retail store services featuring clothing and online retail store services featuring clothing	13/DEC/93	MGM Grand Hotel, Inc.	Pending

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<u>Mark/</u> <u>Mark Type</u>	<u>Reg./</u> <u>Serial Nos.</u>	<u>Filing Dates</u>	<u>International Class/ Goods and/or Services</u>	<u>First Use Date</u>	<u>Current Owner</u>	<u>Current Status/ Remarks</u>
GRAND KIDZ (Stylized)	75/211,308	10/DEC/96	025 Clothing 042 Retail store services featuring clothing and online retail store services featuring clothing	10/DEC/96	MGM Grand Hotel, Inc.	Pending
GRAND MANSION	75/297,680	23/MAY/97	025 Clothing	Intent-to-use	MGM Grand Hotel, Inc.	Pending
GRAND MANSION	75/297,679	23/MAY/97	035 Retail store services	Intent-to-use	MGM Grand Hotel, Inc.	Pending
GRAND MANSION	75/297,289	23/MAY/97	041 Casino and entertain- ment services	Intent-to-use	MGM Grand Hotel, Inc.	Pending
GRAND MANSION	75/297,287	23/MAY/97	042 Hotel, restaurant and related services	Intent-to-use	MGM Grand Hotel, Inc.	Pending
THE MANSION	75/291,587	14/MAY/97	025 Clothing	Intent-to-use	MGM Grand Hotel, Inc.	Pending
THE MANSION	75/291,593	14/MAY/97	041 Casino and entertain- ment services	Intent-to-use	MGM Grand Hotel, Inc.	Pending
THE MANSION	75/291,589	14/MAY/97	042 Hotel, restaurant and related services	Intent-to-use	MGM Grand Hotel, Inc.	Pending

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Mark/ Mark Type	Reg./ Serial Nos.	Filing Dates	International Class/ Goods and/or Services	First Use Date	Current Owner	Current Status/ Remarks
LION FACE Misc. Design	75/264,000	26/MAR/97	028 Games and toys and athletic and sports equipment	Intent-to-use	MGM Grand Hotel, Inc.	Pending
LION FACE Misc. Design	75/264,001	26/MAR/97	041 Petting zoos and other entertainment services	Intent-to-use	MGM Grand Hotel, Inc.	Pending
LION FACE Misc. Design	75/264,007	26/MAR/97	9 Sunglasses, pre-recorded video tapes, audio tapes and compact discs.	Intent-to-use	MGM Grand Hotel, Inc.	Pending
LION FACE Misc. Design	75/264,006	26/MAR/97	14 Jewelry and decorator pins	Intent-to-use	MGM Grand Hotel, Inc.	Pending
LION FACE Misc. Design	75/264,005	26/MAR/97	16 Magazines, stationary and other printed material writing instruments and bookmarks	Intent-to-use	MGM Grand Hotel, Inc.	Pending
LION FACE Misc. Design	75/264,004	26/MAR/97	18 Wallets, purses, key- and other leather goods backpacks and travel bags	Intent-to-use	MGM Grand Hotel, Inc.	Pending
LION FACE Misc. Design	75/264,003	26/MAR/97	025 Clothing	Intent-to-use	MGM Grand Hotel, Inc.	Pending

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Mark/ Mark Type	Reg./ Serial Nos.	Filing Dates	International Class/ Goods and/or Services	First Use Date	Current Owner	Current Status/ Remarks
LION FACE Misc. Design	75/264,002	26/MAR/97	035 Retail department store services, restaurant services mail and telephone order services and information services, namely electronic bulletin board services offered via a global computer network	Intent-to-use	MGM Grand Hotel, Inc.	Pending
PAWS	75/264,078	26/MAR/97	9 Sunglasses, pre-recorded video tapes, audio tapes and compact discs	Intent-to-use	MGM Grand Hotel, Inc.	Pending
PAWS	75/264,077	26/MAR/97	14 Jewelry and decorative pins	Intent-to-use	MGM Grand Hotel, Inc.	Pending
PAWS	75/264,076	26/MAR/97	16 Magazines, stationary and other printed matter, writing instruments and bookmarks	Intent-to-use	MGM Grand Hotel, Inc.	Pending
PAWS	75/264,082	26/MAR/97	18 Wallets, purses, key-chains, and other leather goods, backpacks and travel bags	Intent-to-use	MGM Grand Hotel, Inc.	Pending
PAWS	75/263,965	26/MAR/97	025 Clothing	Intent-to-use	MGM Grand Hotel, Inc.	Pending

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Mark/ Mark Type	Reg./ Serial No.	Filing Date	International Class/ Goods and/or Services	First Use Date	Current Owner	Current Status/ Remarks
PAWS	75/263,964	26/MAR/97	28 Games and toys and athletic and sports equipment	Intent-to-use	MGM Grand Hotel, Inc.	Pending
PAWS	75/263,962	26/MAR/97	035 Retail Department store services, mail and telephone order services and information services, namely electronic bulletin board services offered by computer via a global computer network	Intent-to-use	MGM Grand Hotel, Inc.	Pending
SHANGRI-LA	75/296,984	23/MAY/97	041 Casino services	Intent-to-use	MGM Grand Hotel, Inc.	Pending
SHANGRI-LA	75/296,985	23/MAY/97	042 Swimming pool and water park services and restaurant services	Intent-to-use	MGM Grand Hotel, Inc.	Pending
SHANGRI-LA	75/296,983	23/MAY/97	035 Retail Store Services	Intent-to-use	MGM Grand Hotel, Inc.	Pending
TAKE 5	75/237,506	06/FEB/97	041 Casino services	Intent-to-use	MGM Grand Hotel, Inc.	Pending
TAKE 5 & Design	75/237,505	06/FEB/97	041 Casino services	Intent-to-use	MGM Grand Hotel, Inc.	Pending

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Mark/
 TAKE 5
Reg./
 Serial Nos.
 75/282,911
Filing Dates
 28/APR/97
International Class/
 Goods and/or Services
 016 Newsletters in the
 field of travel, leisure and
 entertainment
 041 Entertainment services
 namely casino services, live
 musical concerts, and variety
 shows, amusement parks, and
 arcades, entertainment in the
 nature of boxing, tennis, wrestling,
 volleyball, skating, rodeo tournaments
 and ticket reservation services for
 shows and other entertainment events; and
 042 Resort hotel restaurant and catering
 services and retail department store
 services

Current Owner
 MGM Grand Hotel, Inc.
Current Status/
 Remarks
 Pending

First Use Date
 Intent-to-use

Misc. Design 75/237,504 06/FEB/97 Intent-to-use
 (#5 with clapper board) MGM Grand Hotel, Inc. Pending

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Mark/
Mark Type
 The CITY
 OF
 ENTERTAINMENT

Reg./
Serial Nos.
 75/096,506

Filing Dates
 30/APR/96

International Class/
 Goods and/or Services
 025 Clothing, namely
 t-shirts, sweatshirts,
 sweaters, sweatsuits,
 shorts, jackets and hats;
 036 Shopping center services
 041 Entertainment services namely
 casino services, live musical concerts
 and variety shows, amusement parks,
 and arcades, entertainment in the
 nature of boxing, tennis, wrestling,
 volleyball, skating and rodeo tournaments,
 ticket reservation services for shows and
 other entertainment events and health club
 services
 042 Resort hotel, restaurant and catering
 services, retail department store services,
 medical clinics, mail and telephone order
 services, featuring clothing, household
 goods, art and jewelry, providing facilities
 for conventions and meetings, and access
 to an electronic bulletin board in the field
 of hotel, restaurant, and casino related
 entertainment information and online
 retail store services featuring clothing,
 household goods, art and jewelry.

Current Owner
 MGM Grand Hotel, Inc.

Current Status/
 Remarks
 Pending

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July 16, 1997 11:50am

Mark/ Mark Type	Reg./ Serial No.	Filing Date	International Class/ Goods and/or Services	First Use Date	Current Owner	Current Status/ Remarks
Directors Club	Nevada Trademark	13/SEPT/96	Class 3 Slot Membership Program	28/AUG/96	Registered 17/OCT/96	Registered 17/OCT/96
Directors Club	Nevada Trademark	13/SEPT/96	Class 37 Slot Membership Program	28/AUG/96	Registered 17/OCT/96	Registered 17/OCT/96
Directors Club	Nevada Trademark	13/SEPT/96	Class 39 Slot Membership Program	28/AUG/96	Registered 17/OCT/96	Registered 17/OCT/96
Directors Club	Nevada Trademark	13/SEPT/96	Class 50 Slot Membership Program	28/AUG/96	Registered 17/OCT/96	Registered 17/OCT/96
Directors Club	Nevada Service Mark	13/SEPT/96	Class 107 Slot Membership Program	28/AUG/96	Registered 17/OCT/96	Registered 17/OCT/96

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July 16, 1997 3:38pm

NOTE: Various applications of the marks "MGM", "MGM Grand" and "Stylized Lion" have been or are in the process of being filed in Argentina, Australia, Canada, China, Italy, Japan, Mexico, South Africa and United Kingdom, in conjunction with Metro-Goldwyn-Mayer Lion Corp.

Also, marks filed in various foreign jurisdictions relative to a separate and distinct variation of the "Stylized Lion" which was used exclusively by the airline, are probably going to be allowed to lapse because the Company no longer operates an airline.

PATENT

<u>Invention</u>	<u>Owner</u>	<u>Inventor</u>	<u>Filed</u>	<u>Application No.</u>	<u>Status</u>
Coinless Slot Machine System and Method	MGM Grand, Inc.	James G. Burns and Robert R. Maxey	22/JAN/93	08/007,742	Pending - Awaiting response from Examiner

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July 16, 1997 3:41 pm

EXHIBIT A
TO
TRADEMARK SECURITY INTEREST ASSIGNMENT

INSTRUMENT OF JOINDER

THIS INSTRUMENT OF JOINDER ("Joinder") is executed as of _____, 19____, by _____, a _____ ("Joining Party"), and delivered to Bank of America National Trust and Savings Association, as Administrative Agent, pursuant to the Amended and Restated Trademark Security Interest Assignment dated as of July 17, 1997 made by MGM Grand, Inc., a Delaware corporation ("Borrower"), MGM Grand Atlantic City, Inc., a New Jersey corporation ("Atlantic City"), as initial Co-Borrower, and each of the Subsidiaries of Borrower which are parties thereto in favor of the Administrative Agent and the Banks (the "Assignment"). Terms used but not defined in this Joinder shall have the meanings defined for those terms in the Assignment.

RECITALS

(A) The Assignment was made by the Grantors in favor of the Administrative Agent for the benefit of the Banks that are parties to that certain Amended and Restated Loan Agreement dated as of July 17, 1997 by and among MGM Grand, Inc., a Delaware corporation ("Borrower"), MGM Grand Atlantic City, Inc. ("Atlantic City"), as initial Co-Borrower, the Co-Agents and Banks which are parties thereto and Bank of America National Trust and Savings Association, as the Administrative Agent for the Banks.

(B) Joining Party has become a Restricted Subsidiary of Borrower, and as such is required pursuant to Section 5.10 of the Loan Agreement to become a Grantor.

(C) Joining Party expects to realize direct and indirect benefits as a result of the availability to Borrower and Co-Borrower of the credit facilities under the Loan Agreement.

NOW THEREFORE, Joining Party agrees as follows:

AGREEMENT

(1) By this Joinder, Joining Party becomes a "Grantor" under and pursuant to Section 9 of the Assignment. Joining Party agrees that, upon its execution hereof, it will become a Grantor under the Assignment with respect to all Obligations of Borrower and each Co-Borrower heretofore or hereafter incurred under the Loan Documents, and will be bound by all terms, conditions, and duties applicable to a Grantor under the Assignment.

(2) The effective date of this Joinder is _____, 199__.

"Joining Party"

_____,
a _____

By: _____

Title: _____

ACKNOWLEDGED:

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION,
as Administrative Agent

By: _____

Title: _____