

04-12-2000

ocket No.:

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



101300278

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): **4.4.00**  
**Chase Manhattan Bank fka Chemical Bank**  
**270 Park Avenue**  
**New York, NY 10017**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other New York Banking organization

Additional names(s) of conveying party(ies)       Yes  No

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

Name: Morgan Guaranty Trust Company of New York

Internal Address: \_\_\_\_\_

Street Address: 60 Wall Street

City: New York                      State: NY      ZIP: 10017

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other see document

If assignee is not domiciled in the United States, a domestic designation is                       Yes  N  
(Designations must be a separate document from  
Additional name(s) & address(es)                       Yes  N

3. Nature of conveyance:

Assignment                               Merger  
 Security Agreement                   Change of Name  
 Other Corrective Assignment to correct brief to Security Agreement for document recorded at 1526/0001

Execution Date: October 4, 1996

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

A. Trademark Application No.(s)

Additional numbers

B. Trademark Registration No.(s)

**1,811,153**  
**and others as**  
**listed in the attachment**

Yes  No

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

Name: Michael B. Moore

Internal Address: Metro-Goldwyn-Mayer Studios Inc.

Street Address: 2500 Broadway Street

City: Santa Monica                      State: CA      ZIP: 90404

6. Total number of applications and registrations involved:..... **15**

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

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:

13-2985

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.*

Michael B. Moore                                                            April 3, 2000

Name of Person Signing                              Signature                              Date

**List of Registrations/Pending Applications against which the Corrective Assignment should be Recorded:**

	<b>Application No.</b>	<b>Registration No.</b>
1.	CANNON	1811153
2.	BLOWN AWAY	2051217
3.	SPECIES Stylized	74688579
4.	A CANNON FILMS RELEASE	1810481
5.	Cannon Logo	1475363
6.	Cannon Logo	1439047
7.	METRO GOLDWYN MAYER and Young Lion Logo	1911153
8.	THE METEOR MAN	1981338
9.	THIRTYSOMETHING Stylized	1669534
10.	ROCKY	1647246
11.	UNITED ARTISTS & UA Logo Barred Verson	1625273
12.	UNITED ARTISTS	1624112
13.	UA Stylized II	1380155
14.	THE PINK PANTHER	1122758
15.	UNITED ARTISTS	735668



481/40 482/600

FORM PTO-1594 Rev 6-93

OMB No 0651-0011 (exp 4/94)

RECEIVED

NOV 07 1996

RECORDATION FORM COVER SHEET

11-08-1996

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings = To the Honorable Commissioner of Patents



1 original documents or copy thereof.

1. Name of conveying party(ies):

Chase Manhattan Bank f.k.a. Citicorp Bank  
270 Park Avenue  
New York, NY 10017

- Individual(s)
- General Partnership
- Corporation-State
- Other New York Banking organization
- 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: October 4, 1996

Name of receiving party(ies):

Name: Morgan Guaranty Trust Company of New York (as Agent)

Internal Address:

Street Address: 60 Wall Street

City: New York State: NY ZIP: 10017

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other see document

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 patent number(s):

A. Trademark Application No.(s)

SEE ATTACHED.

B. Trademark Registration No.(s)

SCHEDULE A

Additional numbers attached?  Yes  No

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

Name: Anthony F. Lo Cicero, Esq.

Internal Address:

AMSTER, ROTHSTEIN & EBENSTEIN

Street Address: 90 Park Avenue

City: New York State: NY ZIP: 10016

6. Total number of applications and registrations involved: 25

7. Total fee (37 CFR 3.41).....\$ 640.00

- Enclos
- Authorized to be charged to deposit account

8. Deposit account number:

01-1785

(Attach duplicate copy of this page if paying by deposit account)

080 VM 11/08/96 74411465

DO NOT USE THIS SPACE

0 481 40.00 CK

080 VM 11/08/96 74411465

0 482 600.00 CK

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  
Name of Person Signing

*[Signature]*  
Signature

Nov 4/1996  
Date

Total number of pages including cover sheet, attachments, and document: 1

Mali documents to be recorded with required cover sheet Information for Commissioner of Patents & Trademarks: Box Assignments

TRADEMARK  
TRADEMARK

REEL: 002017 FRAME: 0308

ASSIGNMENT OF SECURITY INTEREST  
(Trademarks)

ASSIGNMENT OF TRADEMARK SECURITY INTEREST, dated as of October 4, 1996, by THE CHASE MANHATTAN BANK (formerly known as CHEMICAL BANK) ("Chemical"), in favor of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as Agent ("Morgan").

WHEREAS, pursuant to the Credit Agreement, dated as of September 16, 1994, between Metro-Goldwyn-Mayer Inc., a Delaware corporation (the "Company"), and Chemical, as agent for the lenders signatories thereto (the "Lenders"), (as amended, supplemented and modified from time to time, the "Chemical Credit Agreement"), the Company executed and delivered to Chemical, as agent, the following documents: the Company Security Agreement, dated as of September 16, 1994 (the "Company Security Agreement"); the First Amendment to Company Security Agreement, dated as of July 18, 1995; the First Supplement to Company Security Agreement, dated as of February 16, 1995; the Second Supplement to Company Security Agreement, dated as of July 18, 1995; the Fourth Supplement to Company Security Agreement, dated as of September 15, 1995; and the Eleventh Supplement to Company Security Agreement, dated as of April 9, 1996 (collectively, the "Supplements").

Pursuant to the Company Security Agreement, and the Supplements thereto, the Company granted a security interest in favor of Chemical, as agent

/dpw/cw:020:27009:253:SA/assign.tr.co

TRADEMARK  
REEL: 1526 FRAME: 0009

**TRADEMARK**  
**REEL: 002017 FRAME: 0309**

(for the ratable benefit of the Lenders), in and to the Collateral (as defined in the Company Security Agreement), including, but not limited to, the Trademarks (as defined in the Company Security Agreement) listed in the attached Schedule A.

WHEREAS, incident to perfecting the Security Interest granted by the Company in the Trademarks to Chemical, as agent, the Company Security Agreement and certain of the Supplements were recorded in the United States Patent and Trademark Office (the "PTO") as follows:

(1) the Company Security Agreement, recorded by the PTO at Reel 1232, Frame 0001, et seq., as of October 12, 1994, and,

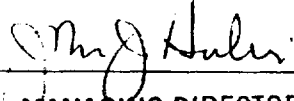
(2) the First Supplement to Company Security Agreement recorded by the PTO at Reel 1303, Frame 0421, et seq., as of March 7, 1995, and,

(3) the Eleventh Supplement to Company Security Agreement recorded by the PTO at Reel 1461, Frame 0095, et seq., as of May 15, 1996, and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Chemical does hereby assign to Morgan, all of Chemical's right, title and interest in, and to the continuing security interest in, to and under the Trademarks listed in the Attached Schedule A, as set forth in the Company Security Agreement and the Supplements.

IN WITNESS WHEREOF, Chemical has caused this Assignment of  
Security Interest to be duly executed on the date set forth herein.

CHASE MANHATTAN BANK  
(formerly known as Chemical Bank)  
270 Park Avenue  
New York, New York 10017

By:   
Title: MANAGING DIRECTOR

/dpw/cw/020/27009/253/SA/assign.tr.co

3

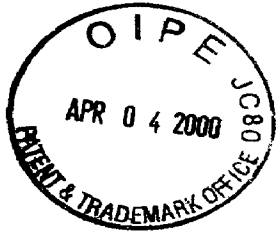
TRADEMARK  
REEL: 1526 FRAME: 0011

TRADEMARK  
REEL: 002017 FRAME: 0311

STATE of NEW YORK     )  
  ): ss:  
COUNTY OF NEW YORK )

On the 8th day of October, 1996, before me, the undersigned, a Notary Public in aforesaid County and State, personally appeared John J. Huber III, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within on behalf of the Chase Manhattan Bank (formerly known as Chemical Bank), and acknowledged to me that he/~~she~~ executed it.

DOROTHY E HUNTER  
Notary Public, State of New York  
No. 4922824  
Qualified in Bronx County  
Commission Expires Mar. 14, 1999  
*Dorothy E. Hunter*  
\_\_\_\_\_  
Notary Public



D

Judy Chase  
Manager  
Intellectual Property

April 4, 2000

VIA EXPRESS MAIL and FACSIMILE – 703 308 7124 (enclosures by mail only)

United States Patent and Trademark Office  
Commissioner of Patents & Trademarks  
Assignment Branch, Attention Mr. Sedley Pyne  
Crystal Gateway 4, Room 335  
Washington, D.C. 20231

*Cover sheet  
Assignment*

**Re: Request for Correction of Recordation Cover Sheet for Conveyance of Security Interest**

Dear Sirs:

Enclosed is a copy of the recordation form cover sheet (Form PTO-1594) which was recorded on reel 1526, frame 0001, and the corresponding "Assignment of Security Interest." Correction is requested as set forth below.

The recordation cover sheet which was originally submitted had the "assignment" box checked. The "security agreement" box should have been checked instead, as the underlying document is a conveyance of a security interest in the relevant trademarks, rather than an assignment of ownership of the trademarks. The recording of the incorrectly completed cover sheet has caused the chain of title for these trademarks to be unclear, and is preventing the acceptance of the Section 8 and 15 affidavit for one of these trademarks (Reg. No. 1811153) by the Post-Registration Division.

For this reason, we respectfully request that that the new cover sheet enclosed be recorded. Please charge any applicable fees to our deposit account, No. 13-2985.

Thank you for your assistance with this matter.

Sincerely,

Judy Chase

cc: Mr. Harold Lee, Post Registration Division, by facsimile – (703) 308-7178 (cover letter only)





F A X

<b>To:</b>	Delphine Timberlake	<b>From:</b>	Judy Chase
<b>Company:</b>	P.T.O.	<b>Company:</b>	MGM Trademarks
<b>Fax #:</b>	(703) 308-7124	<b>Fax #:</b>	(310) 264-8670
<b>Date:</b>	April 12, 2000	<b>Phone #:</b>	(310) 449-3528
<b>Pages:</b>	3		

**Re: Revised recordation cover sheet for corrective assignment**

Dear Ms. Timberlake:

Per our conversation today, please find enclosed a revised recordation cover sheet, and attachment listing 15 marks against which the corrective assignment should be recorded. I do not know why the original filer of the security agreement listed 25 marks, but I do know that some of the original marks have become abandoned since the recordal of the security agreement, and I have not included any of the abandoned marks in my list.

Thank you for your assistance with this matter. Please feel free to call me if I can provide further information.

Sincerely,

Judy Chase

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The original of the transmitted document will be sent via regular mail.