

06-28-2002



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TRADEMARKS ONLY

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

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

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): MGM Worldwide Television Productions Inc. 6-14-02 [checkboxes for Individual(s), Association, General Partnership, Limited Partnership, Corporation-State - Delaware, Other] Additional name(s) of conveying party(ies) attached? [checkbox] Yes [checkbox] 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 [checkboxes for 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: [checkbox] Yes [checkbox] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [checkbox] Yes [checkbox] No

3. Nature of conveyance: [checkbox] Assignment [checkbox] Merger [checkbox] Security Agreement [checkbox] Change of Name [checkbox] Other Execution Date: June 11, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) See Schedule A B. Trademark Registration No.(s) See Schedule A Additional number(s) attached [checkbox] Yes [checkbox] No

6. Total number of applications and registrations involved: 1

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

7. Total fee (37 CFR 3.41).....\$ 40.00 [checkbox] Enclosed [checkbox] 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 Date: June 14, 2002

Total number of pages including cover sheet, attachments, and document: 53

06/27/2002 DBYRNE 00000262 75587738 40.00 01 FC:481

All documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

204251.4

TRADEMARK REEL: 002533 FRAME: 0801

SCHEDULE A

MGM Worldwide Television Productions, Inc.

| <u>Trademark</u> | <u>Application No.</u> | <u>Registration No.</u> |
|-----------------------|------------------------|-------------------------|
| THE MAGNIFICENT SEVEN | 75/587,738 | 2,548,708 |

**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 LAPTIV 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.

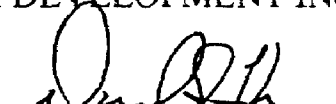
Section 7. *Counterparts.* This Supplement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

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


MGM AND UA SERVICES COMPANY

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

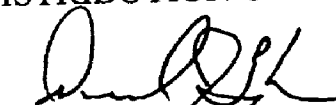
MGM DEVELOPMENT INC.

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

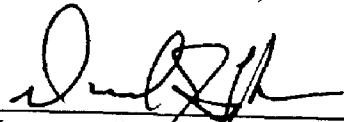
MGM DOMESTIC TELEVISION
DISTRIBUTION INC.

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

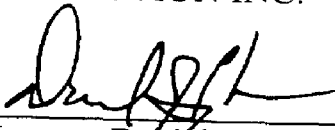
MGM HOME ENTERTAINMENT
DISTRIBUTION CORP.

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

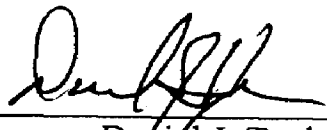
MGM INTERACTIVE, INC.

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

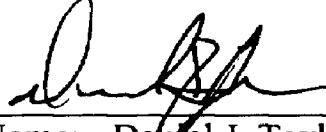
MGM INTERNATIONAL TELEVISION
DISTRIBUTION INC.

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

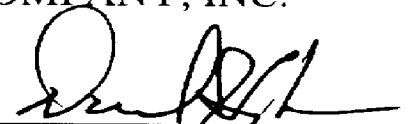
ORION PICTURES LIBRARY
ACQUISITION CO., INC.

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

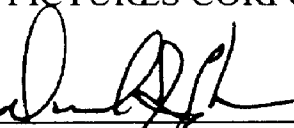
By: 
Name: GINA MEADOR
Title: Vice President

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

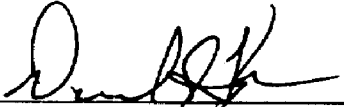
ORION PICTURES CORPORATION

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

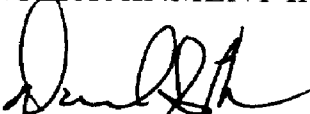
HERITAGE ENTERTAINMENT, INC.

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

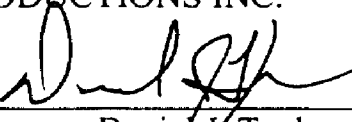
METRO-GOLDWYN-MAYER LION
CORP.

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

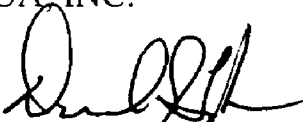
METRO-GOLDWYN-MAYER
PICTURES INC.

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

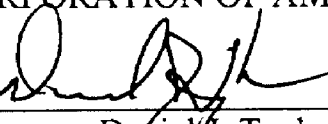
MGM TELEVISION ENTERTAINMENT INC.
formerly MGM WORLDWIDE TELEVISION
PRODUCTIONS INC.

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

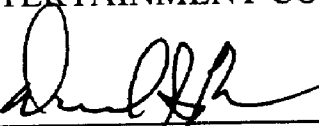
MGM/UA INC.

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

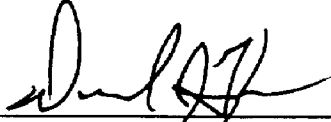
METRO PICTURES CORPORATION
OF AMERICA
formerly MOTION PICTURES
CORPORATION OF AMERICA

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

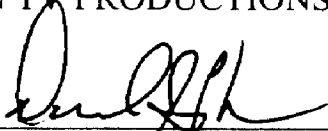
ORION FILM CLASSICS COMPANY
formerly GOLDWYN
ENTERTAINMENT COMPANY

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

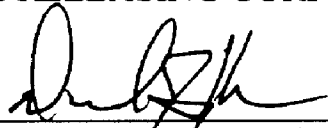
ORION PICTURES DISTRIBUTION
CORPORATION

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

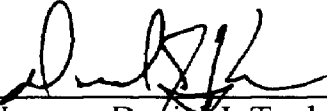
ORION TV PRODUCTIONS, INC.

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]

| | | | | |
|--------------------------|--------------------------------------|--|----------|---------|
| United States of America | MACHINE HUNTER | Metro-Goldwyn-Mayer Studios Inc | 75262592 | 2265404 |
| United States of America | STARGATE | Metro-Goldwyn-Mayer Studios Inc | 75296937 | 2296505 |
| United States of America | STARGATE 3G-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 | 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 XVI | United Artists Corporation | 75619475 | 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 | 2500563 |
| 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 | 76241896 | 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 | Mark | Goods and Services | Priority Date | Applicant No. | Status |
|--------------------------|--|--|---------------|---------------|-----------|
| United States of America | SEA HUNT | METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device | | 75703283 | Published |
| United States of America | METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device | | | 76020610 | Pending |
| United States of America | SEX WARS and Device I | | | 76050828 | Published |
| United States of America | RAT PATROL | | | 76081092 | Published |
| United States of America | MGM GRAND and Walking Lion Design II | | | 76234343 | Pending |
| United States of America | MGM GRAND and Walking Lion Design II | | | 76234342 | Published |
| United States of America | MGM GRAND and Walking Lion Design II | | | 76234346 | Published |
| United States of America | WARGAMES | | | 78057737 | Pending |
| United States of America | MGM GRAND and Walking Lion Design II | | | 76255560 | Pending |
| United States of America | MGM MIRAGE and Lion Head Circle Design | | | 76271416 | Pending |
| United States of America | MGM GRAND and Walking Lion Design II | | | 76271414 | Published |
| United States of America | MGM MIRAGE and Walking Lion Design II | | | 76271417 | Pending |
| United States of America | MGM MIRAGE and Lion Head Circle Design | | | 76271415 | Published |
| United States of America | Walking Lion Design II | | | 76294288 | Pending |
| United States of America | MGM MIRAGE VACATIONS | | | 78088038 | Pending |
| United States of America | HANNIBAL | | | 78088038 | Published |
| United States of America | LEGALLY BLONDE | | | 78088613 | Published |
| United States of America | MGM MOVIE CHANNEL | | | 78101934 | Pending |
| United States of America | MGM CHANNEL | | | 78101940 | Pending |
| United States of America | PLAYMGM GRAND COM MGM GRAND | | | 76381950 | Pending |
| United States of America | MGM GRAND LAS VEGAS PLAYERS CLUB and Device | | | 76382318 | Pending |
| United States of America | MGM GRAND DETROIT CASINO PLAYERS CLUB and Device | | | 76382320 | Pending |
| United States of America | MGM MIRAGE PLAYERS CLUB and Lion Head Circle Design | | | 76382321 | Pending |
| United States of America | PLAYMGM MIRAGE COM MGM MIRAGE | | | 76388288 | 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 | 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 | Metro-Goldwyn-Mayer Lion Corp. | 299406 | 637222 |
| Mexico | 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 | 555484 |
| Mexico | METRO GOLDWYN MAYER and Young Lion Logo | Metro-Goldwyn-Mayer Lion Corp. | 299407 | 637223 |
| Mexico | METRO GOLDWYN MAYER | 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 | Young Lion Logo | Metro-Goldwyn-Mayer Lion Corp. | 299404 | 555486 |
| Mexico | MGM GOLD | Metro-Goldwyn-Mayer Lion Corp. | 299405 | 555487 |
| Mexico | MGM GOLD | 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 |
| Brazil | 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 Inc. | 27994 | |
| Brunei Darussalam | 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 |
| Myanmar | 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 |
| Thailand | THE OUTER LIMITS Stylized | Metro-Goldwyn-Mayer Inc. | | |

| Country Name | Trademark Name | Owner Name | Appl. No. | Pub. No. | Reg. 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 | | 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. | 19701334D | | |
| Singapore | MGM in Chinese Characters | Metro-Goldwyn-Mayer Lion Corp. | 19701335B | | |
| 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 | 9700684 | | 27173 |
| Paraguay | MGM GOLD | Metro-Goldwyn-Mayer Lion Corp. | 1015297 | | 221984 |
| Paraguay | MGM GOLD | 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 | Young Lion Logo | 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. | 011866 | | |
| Venezuela | MGM GOLD | Metro-Goldwyn-Mayer Lion Corp. | 1186697 | | |
| Venezuela | MGM | Metro-Goldwyn-Mayer Lion Corp. | 11865 | | |
| Venezuela | MGM | Metro-Goldwyn-Mayer Lion Corp. | 11858 | | |
| Venezuela | METRO GOLDWYN MAYER and Young Lion Logo | Metro-Goldwyn-Mayer Lion Corp. | 11869 | | |
| Venezuela | MGM GOLD | Metro-Goldwyn-Mayer Lion Corp. | 11863 | | |

| Country Name | Trademark Name | Owner Name | Application No. | Registration No. |
|--------------------|---|-----------------------------------|-----------------|------------------|
| Greece | PINK PANTHER Stylized and Device I | United Artists Corporation | 144888 | 144888 |
| Yugoslavia | MGM | Metro-Goldwyn-Mayer Lion Corp. | Z70200 | |
| Romania | PINK PANTHER Stylized and Device I | United Artists Corporation | 03411 | 43056 |
| 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 | |
| European Community | ROLLERBALL Stylized | Metro-Goldwyn-Mayer Studios Inc. | 1832336 | 1832336 |
| European Community | ROLLERBALL Stylized | Metro-Goldwyn-Mayer Studios Inc. | 102271 2000 | |
| European Community | ROLLERBALL Stylized | Metro-Goldwyn-Mayer Studios Inc. | 433549 | |
| Japan | MGM MEANS GREAT MOVIES | Metro-Goldwyn-Mayer Lion Corp. | | 82773 |
| Thailand | PINK PANTHER Stylized and Device I | United Artists Corporation | | 82774 |
| Honduras | PINK PANTHER Stylized and Device I | United Artists Corporation | | |
| 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 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. | 1099544 | |
| Canada | MGM and Young Lion Logo II | Metro-Goldwyn-Mayer Lion Corp. | 2203529 | |
| Turkey | WARGAMES | Metro-Goldwyn-Mayer Studios Inc. | 2271522 | 2271522 |
| Canada | MGM and Young Lion Logo II | Metro-Goldwyn-Mayer Lion Corp. | 013103527 | |
| 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 | |
| Germany | MGM and Young Lion Logo II | Metro-Goldwyn-Mayer Studios Inc. | 1105025 | |
| European Community | STARGATE ATLANTIS | MGM Television Entertainment Inc. | 2406457 | |
| Canada | JEREMIAH | Metro-Goldwyn-Mayer Studios Inc. | 2406458 | |
| Canada | STARGATE ATLANTIS | Metro-Goldwyn-Mayer Studios Inc. | 490104 | |
| Canada | MGM and Young Lion Logo II | Metro-Goldwyn-Mayer Lion Corp. | 490103 | |
| Spain | MGM and Young Lion Logo II | Metro-Goldwyn-Mayer Lion Corp. | 2258218 | |
| Spain | MGM and Young Lion Logo II | Metro-Goldwyn-Mayer Lion Corp. | 1106390 | |
| Spain | MGM and Young Lion Logo II | Metro-Goldwyn-Mayer Lion Corp. | RM2001C03805 | |
| Mexico | MGM and Young Lion Logo II | Metro-Goldwyn-Mayer Lion Corp. | 200102522 | |
| Mexico | MGM and Young Lion Logo II | Metro-Goldwyn-Mayer Lion Corp. | 2383446 | |
| European Community | AGENT UNDER FIRE | Metro-Goldwyn-Mayer Lion Corp. | 2382414 | |
| European Community | AGENT UNDER FIRE | Metro-Goldwyn-Mayer Lion Corp. | 2382679 | |
| Canada | MGM and Young Lion Logo II | Metro-Goldwyn-Mayer Lion Corp. | 2382372 | |
| Italy | MGM and Young Lion Logo II | Metro-Goldwyn-Mayer Lion Corp. | 1118286 | |
| Ireland | METRO GOLDWYN MAYER and Young Lion Logo | Metro-Goldwyn-Mayer Lion Corp. | 1118287 | |
| Ireland | MGM GRAND and Walking Lion Design II | Metro-Goldwyn-Mayer Lion Corp. | 3082305 | |
| European Community | Lion Head Circle Design II | Metro-Goldwyn-Mayer Lion Corp. | | |
| European Community | MGM MIRAGE and Lion Head Circle Design | Metro-Goldwyn-Mayer Lion Corp. | | |
| European Community | MGM GRAND | Metro-Goldwyn-Mayer Lion Corp. | | |
| European Community | HANNIBAL | Metro-Goldwyn-Mayer Lion Corp. | | |
| Canada | HANNIBAL | Metro-Goldwyn-Mayer Lion Corp. | | |
| Canada | HANNIBAL | Metro-Goldwyn-Mayer Lion Corp. | | |
| China | MGM in Chinese Characters | Metro-Goldwyn-Mayer Lion Corp. | | |

| Country Name | Trademark Name | Owner Name | App. No. | Reg. No. |
|--------------------|--|-----------------------------------|------------|-----------|
| Taiwan | PINK PANTHER Stylized and Device 1 | United Artists Corporation | 89013542 | 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. | 1052479 | |
| Canada | METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device | Metro-Goldwyn-Mayer Lion Corp. | 1052383 | |
| Canada | 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 |
| Argentina | 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 |
| Chile | METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device | Metro-Goldwyn-Mayer Lion Corp. | 2000707586 | |
| Russian Federation | PINK PANTHER Stylized and Device 1 | 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 | PINK PANTHER Stylized and Device 1 | United Artists Corporation | 831712 | 831712 |
| Australia | 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 | Metro-Goldwyn-Mayer Lion Corp. | 2000044298 | 4517515 |
| Japan | PINK PANTHER Stylized and Device 1 | 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 | 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 | |
| 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. | 138555 | 138555 |
| 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. | 10009807B | |
| Singapore | MGM MEANS GREAT MOVIES | Metro-Goldwyn-Mayer Lion Corp. | | |

TRADEMARK

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| Country Name | Trademark Name | Owner Name | 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 | GRIDSOCK | United Artists Corporation | 776609 | 776609 |
| Canada | SEA HUNT | Metro-Goldwyn-Mayer Studios Inc. | 873185 | 514089 |
| United Kingdom | GRIDSOCK | 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 | Metro-Goldwyn-Mayer Studios Inc. | 6488 | 6484 |
| Japan | ORION HOME VIDEO and Stars Design | United Artists Corporation | 1060063 | 4368442 |
| Japan | ORION PICTURES CORPORATION and Constellation Design | Orion Pictures Corporation | 1060062 | 4368441 |
| Hong Kong | METRO GOLDWYN MAYER and Young Lion Logo | Orion Pictures Corporation | 1045598 | 18142000 |
| New Zealand | THE OUTER LIMITS Stylized | Metro-Goldwyn-Mayer Lion Corp | 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 Studios Inc. | 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 |
| Canada | ORION INTERACTIVE Stylized and Device | Orion Pictures Corporation | 1000130 | |
| Hong Kong | 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 | Application No. | Registration 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 |
| Switzerland | G2 Device | Metro-Goldwyn-Mayer Lion Corp. | 20301989 | 464655 |
| France | G2 Device | Metro-Goldwyn-Mayer Lion Corp. | 99780000 | 99780000 |
| South Africa | 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 | |
| Taiwan | G2 Device | Metro-Goldwyn-Mayer Lion Corp. | 88010875 | 907420 |
| Taiwan | G2 Device | Metro-Goldwyn-Mayer Lion Corp. | 88010876 | 898902 |
| Mexico | CYBERTHUG | Metro-Goldwyn-Mayer Lion Corp. | 367513 | 660108 |
| Taiwan | G2 Device | Metro-Goldwyn-Mayer Lion Corp. | 88010877 | 123229 |
| Spain | G2 Device | Metro-Goldwyn-Mayer Lion Corp. | 2221317 | 2221317 |
| Mexico | G2 Device | Metro-Goldwyn-Mayer Lion Corp. | 368261 | 609545 |
| Mexico | G2 Device | Metro-Goldwyn-Mayer Lion Corp. | 368262 | 621725 |
| Tunisia | G2 Device | Metro-Goldwyn-Mayer Lion Corp. | EE990398 | EE990398 |
| Italy | G2 Device | Metro-Goldwyn-Mayer Studios Inc | RM99C001443 | |
| Germany | STARGATE SG-1 | Metro-Goldwyn-Mayer Studios Inc. | 399186506 | 39918650 |
| European Community | STARGATE SG-1 | Metro-Goldwyn-Mayer Studios Inc. | 1123504 | 1123504 |
| China | G2 Device | Metro-Goldwyn-Mayer Lion Corp. | 9900034349 | 1419534 |
| Australia | FLIPPER & LOPAKA | Animation Filmmakers Corp./MGM Worldwide Television/Universal | 798155 | |
| Germany | PINK PANTHER Stylized and Device I | United Artists Corporation | 399409076 | 39940907 |
| Austria | PINK PANTHER Stylized and Device I | United Artists Corporation | AM427099 | 185048 |
| Liechtenstein | PINK PANTHER Stylized and Device I | United Artists Corporation | | 11229 |
| Switzerland | PINK PANTHER Stylized and Device I | United Artists Corporation | 62421999 | 467451 |
| 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 | 2221376 |
| 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 |

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| Country Name | Trademark Name | Owner Name | App. 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 | 564660 |
| Mexico | MGM MEANS GREAT MOVIES | Metro-Goldwyn-Mayer Lion Corp | 430438 | 562916 |
| 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 Studios Inc. | 89036370 | |
| Taiwan | VIDEO SAVANT | Metro-Goldwyn-Mayer Lion Corp | 1064355 | |
| Canada | MGM MEANS GREAT MOVIES | 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 | | |
| Brazil | MGM MEANS GREAT MOVIES | Metro-Goldwyn-Mayer Lion Corp | 823002560 | |

TRADEMARK

REEL: 002533 FRAME: 0826

| Country Name | Trademark Name | Applicant 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 | 65174 | |
| Jordan | PINK PANTHER Stylized and Device I | United Artists Corporation | 65173 | |
| Jordan | PINK PANTHER Stylized and Device I | United Artists Corporation | 1124174 | |
| Canada | PERSONALIBEES Stylized | Metro-Goldwyn-Mayer Studios Inc. | 1124175 | |
| Canada | TEEN WOLF | Orion Pictures Corporation | 2493476 | |
| European Community | PERSONALIBEES Stylized | Metro-Goldwyn-Mayer Studios Inc. | | |
| 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 LAPTIV 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

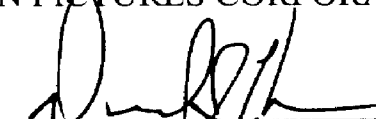
The foregoing is hereby acknowledged, agreed and consented to by each of the undersigned Grantors, each of which acknowledges that the execution and delivery of this Supplement by the Additional Grantors and the Agent shall not exonerate, discharge, impair or otherwise affect its obligations under the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

METRO-GOLDWYN-MAYER
STUDIOS INC.

By: 


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

ORION PICTURES CORPORATION

By: 

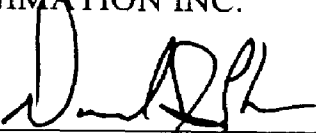
Name: Daniel J. Taylor
Title: Senior Executive Vice
President & Chief Financial
Officer

HERITAGE ENTERTAINMENT, INC.

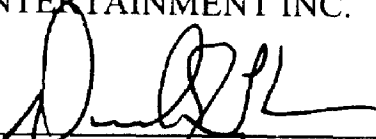
By: 

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

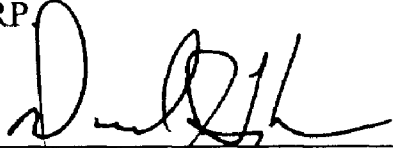
METRO-GOLDWYN-MAYER
ANIMATION INC.

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

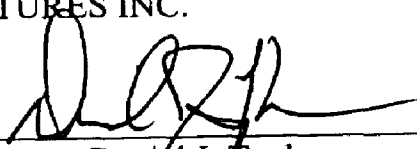
METRO-GOLDWYN-MAYER HOME
ENTERTAINMENT INC.

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

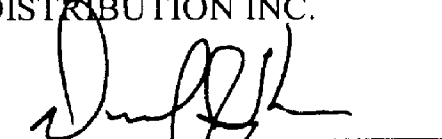
METRO-GOLDWYN-MAYER
PICTURES INC.

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

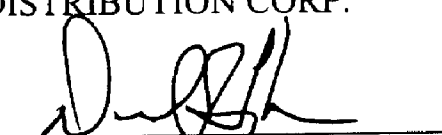
MGM AND UA SERVICES COMPANY

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

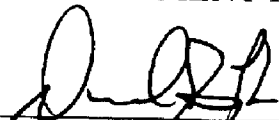
MGM HOME ENTERTAINMENT
DISTRIBUTION CORP.

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

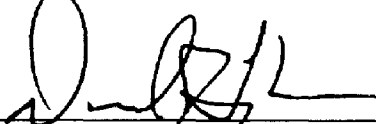
MGM TELEVISION
ENTERTAINMENT INC.

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

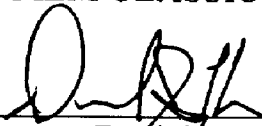
MGM/UA, INC.

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

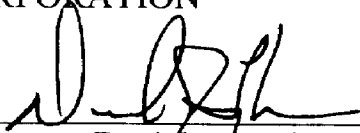
METRO PICTURES CORPORATION
OF AMERICA

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

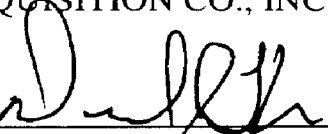
ORION FILM CLASSICS COMPANY

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

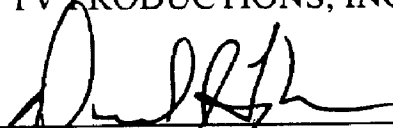
ORION PICTURES DISTRIBUTION
CORPORATION

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

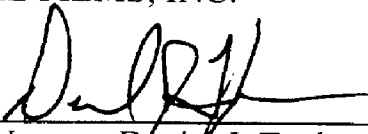
ORION PICTURES LIBRARY
ACQUISITION CO., INC.

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

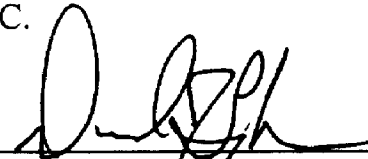
PATHE FILMS, INC.

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

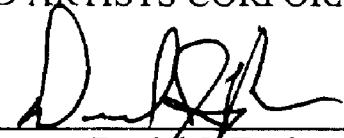
PFE LIBRARY ACQUISITION CO.,
INC.

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]

| United States of America | Machine Hunter | Metro-Goldwyn-Mayer Studios Inc. | 75292582 | 2285404 |
|--------------------------|--------------------------------------|---|----------|---------|
| United States of America | MACHINE HUNTER | Metro-Goldwyn-Mayer Studios Inc. | 75292582 | 2285404 |
| United States of America | STAR GATE | Metro-Goldwyn-Mayer Studios Inc. | 75296937 | 2285505 |
| United States of America | STAR GATE SG-1 | Metro-Goldwyn-Mayer Studios Inc. | 75878738 | 2297059 |
| United States of America | STAR GATE | Metro-Goldwyn-Mayer Studios Inc. | 75385939 | 2380249 |
| 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 | 2500563 |
| 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 | 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. | 76059628 | Published |
| United States of America | RAT PATROL | Metro-Goldwyn-Mayer Studios Inc. | 76081092 | Published |
| United States of America | MGM GRAND and Walking Lion Design II | Metro-Goldwyn-Mayer Lion Corp. | 76234343 | Pending |
| 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 | 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. | 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 | Metro-Goldwyn-Mayer Lion Corp. | 76381950 | Pending |
| United States of America | MGM GRAND LAS VEGAS PLAYERS CLUB and Device | MGM Grand Hotel, Inc. | 76382318 | 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. | 379996 | 49934 |
| Chile | METRO GOLDWYN MAYER | Metro-Goldwyn-Mayer Lion Corp. | 379995 | 1386 |
| Chile | MGM GOLD | Metro-Goldwyn-Mayer Lion Corp. | 379993 | 603887 |
| Chile | MGM | Metro-Goldwyn-Mayer Lion Corp. | 379992 | 503896 |
| Chile | Young Lion Logo | Metro-Goldwyn-Mayer Lion Corp. | 379994 | 503898 |
| 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 |
| Mexico | 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 | 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 Inc. | 27994 | |
| Brunei Darussalam | 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 |
| Myanmar | METRO GOLDWYN MAYER and Lion Head Design II | Metro-Goldwyn-Mayer Lion Corp. | 40171997 | 40171997 |
| Myanmar | METRO-GOLDWYN-MAYERUNITED ARTISTS and Lion Logo I | Metro-Goldwyn-Mayer Lion Corp. | 344485 | KR082453 |
| Thailand | THE OUTER LIMITS Stylized | Metro-Goldwyn-Mayer Inc. | | |

TRADEMARK

REEL: 002533 FRAME: 0846

| Country Name | Trademark Name | Registration No. | Serial No. |
|--------------|---|------------------|------------|
| Mexico | ORION INTERACTIVE Stylized and Device | 283616 | 543073 |
| Mexico | ORION INTERACTIVE Stylized and Device | 283615 | 540765 |
| Mexico | ORION INTERACTIVE Stylized and Device | 283614 | |
| Canada | ORION INTERACTIVE | 834104 | |
| Hong Kong | MGM in Chinese Characters | 11441997 | 7622001 |
| Hong Kong | MGM in Chinese Characters | 11431997 | 7612001 |
| China | MGM in Chinese Characters | 970010565 | 1157976 |
| China | MGM in Chinese Characters | 970010566 | 1147898 |
| Singapore | MGM in Chinese Characters | 19701334D | |
| Singapore | MGM in Chinese Characters | 19701335B | |
| Vicau | MGM in Chinese Characters | 001647 | 001647 |
| Macau | MGM in Chinese Characters | 001648 | 001648 |
| Argentina | MGM GRAND and Lion Head Circle Design I | 2072039 | |
| Argentina | MGM GRAND and Lion Head Circle Design I | 2072040 | |
| Estonia | ORION | 9700664 | 27173 |
| Paraguay | MGM GOLD | 1015287 | 221984 |
| Paraguay | MGM | 1015197 | 221983 |
| Peru | METRO GOLDWYN MAYER and Young Lion Logo | 040770 | 39218 |
| Peru | MGM GOLD | 040774 | 11703 |
| Peru | METRO GOLDWYN MAYER and Young Lion Logo | 040767 | 11762 |
| Peru | METRO GOLDWYN MAYER | 040768 | 11964 |
| Peru | METRO GOLDWYN MAYER | 040769 | 38858 |
| Peru | METRO GOLDWYN MAYER | 040771 | 11761 |
| Peru | Young Lion Logo | 040772 | 11702 |
| Peru | Young Lion Logo | 040773 | 39925 |
| Peru | Young Lion Logo | 040777 | 11706 |
| Peru | MGM | 040775 | 11704 |
| Peru | MGM GOLD | 040776 | 11705 |
| Peru | MGM | | |
| Venezuela | MGM | | |
| Venezuela | METRO GOLDWYN MAYER and Young Lion Logo | 011861 | |
| Venezuela | METRO GOLDWYN MAYER | 11867 | |
| Venezuela | METRO GOLDWYN MAYER | 11859 | |
| Venezuela | Young Lion Logo | 11868 | |
| Venezuela | Young Lion Logo | 011864 | |
| Venezuela | Young Lion Logo | 011860 | |
| Venezuela | MGM GOLD | 1186897 | |
| Venezuela | MGM | 11865 | |
| Venezuela | MGM | 11858 | |
| Venezuela | MGM | 11869 | |
| Venezuela | METRO GOLDWYN MAYER and Young Lion Logo | | |
| Venezuela | MGM GOLD | 11863 | |

| Country Name | Trademark Name | Applicant Name | Serial No. | Reg. No. |
|--------------------|---|--|--------------|----------|
| Greece | PINK PANTHER Stylized and Device I | United Artists Corporation | 144888 | 144888 |
| Greece | 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 | |
| European Community | ROLLERBALL Stylized | Metro-Goldwyn-Mayer Studios Inc. | 433549 | |
| Japan | MGM MEANS GREAT MOVIES | Metro-Goldwyn-Mayer Lion Corp. | | 82773 |
| Thailand | PINK PANTHER Stylized and Device I | United Artists Corporation | | 82774 |
| Honduras | PINK PANTHER Stylized and Device I | United Artists Corporation | | |
| Honduras | PINK PANTHER Stylized and Device I | 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 Lion Corp. | 4020018414 | |
| Korea, Republic of | STAR GATE | Metro-Goldwyn-Mayer Studios Inc. | 4020018415 | |
| Korea, Republic of | STAR GATE | Metro-Goldwyn-Mayer Studios Inc. | 1096129 | |
| Canada | LEAP YEARS | MGM Television Entertainment Inc. | 2001005079 | |
| Canada | MGM and Young Lion Logo II | Metro-Goldwyn-Mayer Studios Inc. | 1099544 | |
| 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 | |
| France | MGM and Young Lion Logo II | Metro-Goldwyn-Mayer Studios Inc. | 1105024 | |
| Germany | MGM and Young Lion Logo II | Metro-Goldwyn-Mayer Studios Inc. | 1105025 | |
| European Community | STAR GATE ATLANTIS | MGM Television Entertainment Inc. | 2406457 | |
| European Community | JEREMIAH | Metro-Goldwyn-Mayer Studios Inc. | 2406458 | |
| Canada | STAR GATE ATLANTIS | Metro-Goldwyn-Mayer Studios Inc. | 490104 | |
| Canada | MGM and Young Lion Logo II | Metro-Goldwyn-Mayer Lion Corp. | 480103 | |
| Spain | MGM and Young Lion Logo II | Metro-Goldwyn-Mayer Lion Corp. | 2258218 | |
| Spain | MGM and Young Lion Logo II | Metro-Goldwyn-Mayer Lion Corp. | 1106390 | |
| Mexico | MGM and Young Lion Logo II | Metro-Goldwyn-Mayer Lion Corp. | RM2001C03805 | |
| Mexico | MGM and Young Lion Logo II | Metro-Goldwyn-Mayer Lion Corp. | 200102522 | |
| European Community | AGENT UNDER FIRE | United Artists Corporation and Danjaq LLC | 2383446 | |
| European Community | AGENT UNDER FIRE | United Artists Corporation and Danjaq LLC | 2382414 | |
| Canada | MGM and Young Lion Logo II | Metro-Goldwyn-Mayer Lion Corp. | 2382679 | |
| Italy | METRO GOLDWYN MAYER and Young Lion Logo | Metro-Goldwyn-Mayer Lion Corp. | 2382372 | |
| Ireland | MGM GRAND and Walking Lion Design II | Metro-Goldwyn-Mayer Lion Corp. | 1118286 | |
| European Community | Lion Head Circle Design II | Metro-Goldwyn-Mayer Lion Corp. | 1118287 | |
| European Community | MGM MIRAGE and Lion Head Circle Design | Metro-Goldwyn-Mayer Lion Corp. | 3002305 | |
| European Community | MGM GRAND | Metro-Goldwyn-Mayer Lion Corp. | | |
| European Community | HANNIBAL | Metro-Goldwyn-Mayer Pictures Inc./Universal City Studios, Inc. | | |
| Canada | HANNIBAL | Metro-Goldwyn-Mayer Pictures Inc./Universal City Studios, Inc. | | |
| Canada | HANNIBAL | Metro-Goldwyn-Mayer Pictures Inc./Universal City Studios, Inc. | | |
| China | MGM in Chinese Characters | Metro-Goldwyn-Mayer Lion Corp. | | |

TRADEMARK

REEL: 002533 FRAME: 0848

| Country | Trademark | Owner Name | Application No. | Registration No. |
|--------------------|--|-----------------------------------|-----------------|------------------|
| Taiwan | PINK PANTHER Stylized and Device 1 | United Artists Corporation | 89013542 | 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. | 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 | METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device | Metro-Goldwyn-Mayer Lion Corp. | 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 |
| Japan | METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device | Metro-Goldwyn-Mayer Lion Corp. | 2000044357 | 4492944 |
| Japan | PINK PANTHER Stylized and Device 1 | United Artists Corporation | 2000044298 | 4517515 |
| Venezuela | METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device | Metro-Goldwyn-Mayer Lion Corp. | 747600 | |
| Venezuela | METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device | Metro-Goldwyn-Mayer Lion Corp. | 747700 | |
| Canada | SEX WARS and Device | MGM Television Entertainment Inc. | 1061255 | |
| Canada | SEX WARS and Device 1 | MGM Television Entertainment Inc. | 1061256 | |
| Hong Kong | MGM MEANS GREAT MOVIES | Metro-Goldwyn-Mayer Lion Corp. | 200012279 | 1685197 |
| European Community | MGM MEANS GREAT MOVIES | Metro-Goldwyn-Mayer Lion Corp. | 1685197 | |
| Hong Kong | MGM MEANS GREAT MOVIES | Metro-Goldwyn-Mayer Lion Corp. | 200012280 | |
| Canada | MGM MEANS GREAT MOVIES | Metro-Goldwyn-Mayer Lion Corp. | 1061483 | |
| Australia | MGM MEANS GREAT MOVIES | Metro-Goldwyn-Mayer Lion Corp. | 837514 | 837514 |
| United Kingdom | MGM MEANS GREAT MOVIES | Metro-Goldwyn-Mayer Lion Corp. | 2234624 | 2234624 |
| New Zealand | MGM MEANS GREAT MOVIES | Metro-Goldwyn-Mayer Lion Corp. | 616259 | 616259 |
| Israel | MGM MEANS GREAT MOVIES | Metro-Goldwyn-Mayer Lion Corp. | 138555 | 138555 |
| South Africa | MGM MEANS GREAT MOVIES | Metro-Goldwyn-Mayer Lion Corp. | 200011602 | |
| South Africa | MGM MEANS GREAT MOVIES | Metro-Goldwyn-Mayer Lion Corp. | 200011601 | |
| Israel | MGM MEANS GREAT MOVIES | Metro-Goldwyn-Mayer Lion Corp. | 138596 | 138596 |
| New Zealand | MGM MEANS GREAT MOVIES | Metro-Goldwyn-Mayer Lion Corp. | 616260 | 616260 |
| Singapore | MGM MEANS GREAT MOVIES | Metro-Goldwyn-Mayer Lion Corp. | T0009807B | |

TRADEMARK

REEL: 002533 FRAME: 0849

| Country Name | Trademark Name | Owner Name | Appl. 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. | 2161954 | 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 | 6486 | 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 |
| 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 | 1766742 |
| Argentina | METRO GOLDWYN MAYER | Metro-Goldwyn-Mayer Lion Corp. | 2177507 | 1767916 |
| Argentina | MGM GOLD | Metro-Goldwyn-Mayer Lion Corp. | 2179295 | 1767918 |
| Argentina | Young Lion Logo | Metro-Goldwyn-Mayer Lion Corp. | 2179298 | 1767917 |
| Argentina | METRO GOLDWYN MAYER | Metro-Goldwyn-Mayer Lion Corp. | 2179297 | |
| 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 |
| 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. | 1757598 | 85052001 |

| Country Name | Trademark Name | Owner Name | Application No. | Registration 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. | 20301989 | 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 | |
| Taiwan | G2 Device | Metro-Goldwyn-Mayer Lion Corp. | 88010875 | 907420 |
| Taiwan | G2 Device | Metro-Goldwyn-Mayer Lion Corp. | 88010876 | 898902 |
| Mexico | CYBERTHUG | Metro-Goldwyn-Mayer Inc. | 367513 | 660108 |
| Taiwan | G2 Device | Metro-Goldwyn-Mayer Lion Corp. | 88010877 | 123229 |
| Spain | G2 Device | Metro-Goldwyn-Mayer Lion Corp. | 2221317 | 2221317 |
| Mexico | G2 Device | Metro-Goldwyn-Mayer Lion Corp. | 368261 | 609645 |
| Mexico | G2 Device | Metro-Goldwyn-Mayer Lion Corp. | 368262 | 621725 |
| Tunisia | G2 Device | Metro-Goldwyn-Mayer Lion Corp. | EE990398 | EE990398 |
| Italy | G2 Device | Metro-Goldwyn-Mayer Lion Corp. | RM99C001443 | |
| Germany | STARGATE SG-1 | Metro-Goldwyn-Mayer Studios Inc. | 399186506 | 39918650 |
| European Community | STARGATE SG-1 | Metro-Goldwyn-Mayer Studios Inc. | 1123504 | 1123504 |
| China | G2 Device | Metro-Goldwyn-Mayer Lion Corp. | 9900034349 | 1419534 |
| Australia | FLIPPER & LOPAKA | Animation Filmmakers Corp./MGM Worldwide Television/Universal | 798155 | |
| Germany | PINK PANTHER Stylized and Device I | United Artists Corporation | 399409076 | 39940907 |
| Austria | PINK PANTHER Stylized and Device I | United Artists Corporation | AMM427099 | 185048 |
| Liechtenstein | PINK PANTHER Stylized and Device I | United Artists Corporation | | 11229 |
| Switzerland | PINK PANTHER Stylized and Device I | United Artists Corporation | 62421999 | 467451 |
| 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. | 1036450 | |
| 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 Name | Trademark Name | Goods Name | Serial No. | Registration 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 | 564650 |
| Mexico | MGM MEANS GREAT MOVIES | Metro-Goldwyn-Mayer Lion Corp. | 430438 | 562916 |
| Mexico | MGM MEANS GREAT MOVIES | Metro-Goldwyn-Mayer Lion Corp. | 2000064632 | 4541418 |
| Japan | MGM MEANS GREAT MOVIES | Metro-Goldwyn-Mayer Lion Corp. | 2291779 | |
| India | MGM MEANS GREAT MOVIES | Metro-Goldwyn-Mayer Lion Corp. | 2291780 | |
| Argentina | MGM MEANS GREAT MOVIES | Metro-Goldwyn-Mayer Lion Corp. | 4520002919 | 4579 |
| Argentina | MGM MEANS GREAT MOVIES | Metro-Goldwyn-Mayer Lion Corp. | 1102800 | |
| Korea, Republic of | MGM MEANS GREAT MOVIES | Metro-Goldwyn-Mayer Lion Corp. | 1102900 | |
| Venezuela | MGM MEANS GREAT MOVIES | Metro-Goldwyn-Mayer Lion Corp. | 4200005155 | |
| Venezuela | MGM MEANS GREAT MOVIES | Metro-Goldwyn-Mayer Lion Corp. | 108679 | 73401 |
| Philippines | MGM MEANS GREAT MOVIES | Metro-Goldwyn-Mayer Lion Corp. | 108678 | 22899 |
| Peru | MGM MEANS GREAT MOVIES | Metro-Goldwyn-Mayer Lion Corp. | 200012426 | |
| Peru | MGM MEANS GREAT MOVIES | Metro-Goldwyn-Mayer Lion Corp. | 89036371 | 150755 |
| Turkey | MGM MEANS GREAT MOVIES | Metro-Goldwyn-Mayer Lion Corp. | 89036370 | |
| Taiwan | MGM MEANS GREAT MOVIES | Metro-Goldwyn-Mayer Lion Corp. | 1064355 | |
| Taiwan | MGM MEANS GREAT MOVIES | Metro-Goldwyn-Mayer Studios Inc. | 2000049423 | |
| Canada | VIDEO SAVANT | Metro-Goldwyn-Mayer Lion Corp. | 2000049425 | |
| Colombia | MGM MEANS GREAT MOVIES | Metro-Goldwyn-Mayer Lion Corp. | 2000049418 | 240291 |
| Colombia | MGM MEANS GREAT MOVIES | Metro-Goldwyn-Mayer Lion Corp. | 2000049428 | 239417 |
| Colombia | METRO GOLDWYN MAYER and Young Lion Logo | Metro-Goldwyn-Mayer Lion Corp. | M200001009 | 34536 |
| Colombia | METRO GOLDWYN MAYER and Young Lion Logo | Metro-Goldwyn-Mayer Lion Corp. | 20001288 | 42496 |
| Estonia | PINK PANTHER Stylized and Device I | United Artists Corporation | 20001016 | |
| Lithuania | PINK PANTHER Stylized and Device I | United Artists Corporation | 200017863 | |
| Belarus | PINK PANTHER Stylized and Device I | United Artists Corporation | M000925 | M47920 |
| Russian Federation | PINK PANTHER Stylized and Device I | United Artists Corporation | 2239236 | 2239236 |
| Latvia | PINK PANTHER Stylized and Device I | United Artists Corporation | 009487 | 8020 |
| United Kingdom | PINK PANTHER Stylized and Device I | United Artists Corporation | 157357 | |
| Moldova, Republic of | PINK PANTHER Stylized and Device I | United Artists Corporation | 200008197 | 207313 |
| Czech Republic | PINK PANTHER Stylized and Device I | United Artists Corporation | 50828 | 40246 |
| Norway | PINK PANTHER Stylized and Device I | United Artists Corporation | 20862000 | |
| Bulgaria | PINK PANTHER Stylized and Device I | United Artists Corporation | 2000073124 | |
| Slovakia | PINK PANTHER Stylized and Device I | United Artists Corporation | T200002446 | 221240 |
| Ukraine | PINK PANTHER Stylized and Device I | United Artists Corporation | 8230002578 | |
| Finland | PINK PANTHER Stylized and Device I | United Artists Corporation | 002210 | 3517 |
| Brazil | MGM MEANS GREAT MOVIES | Metro-Goldwyn-Mayer Lion Corp. | 2000015135 | 2000015135 |
| British Virgin Islands | PINK PANTHER Stylized and Device I | United Artists Corporation | 8230002560 | |
| Turkey | PINK PANTHER Stylized and Device I | United Artists Corporation | | |
| Brazil | MGM MEANS GREAT MOVIES | Metro-Goldwyn-Mayer Lion Corp. | | |

| Country Name | Trademark Name | Owner 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 | 65174 | |
| 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 | |