03-17-2003

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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): 3-12-03

Metro-Goldwyn-Mayer Studios Inc./Orion Pictures Corporation et al.

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☑ Corporation-State - **Delaware**
- ☐ Other _____

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

2. Name and address of receiving party(ies)

Name: **Bank of America, N.A.**

Internal Address: **Ms. Gina Meador**

Street Address: **555 South Flower Street, 11th Floor**

City: **Los Angeles** State: **CA** Zip: **90071**

- ☐ Individual(s) citizenship _____
- ☐ Association _____
- ☐ General Partnership _____
- ☐ Limited Partnership _____
- ☑ Corporation-State **Delaware**
- ☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☑ Security Agreement
- ☐ Change of Name
- ☐ Other _____

Execution Date: **December 31, 2002**

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

A. Trademark Application No.(s)

78/183,832; 78/196,016;

B. Trademark Registration No.(s)

Additional number(s) attached ☐ Yes ☑ No

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

Name: **Amster, Rothstein & Ebenstein**

Internal Address: **Anthony F. Lo Cicero, Esq.**

Street Address: **90 Park Avenue**

City: **New York** State: **NY** Zip: **10016**

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....$ **65.00**

- ☑ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

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

FINANCE SECTION

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 — Name of Person Signing

Signature

March 12, 2003 — Date

Total number of pages including cover sheet, attachments, and document: 6

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

03/14/2003 ECOOPER 00000040 78183832
01 FC:8521 213582.1 40.00 OP
02 FC:8522 25.00 OP

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QUARTERLY SUPPLEMENT TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

QUARTERLY SUPPLEMENT TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT dated as of December 31, 2002 (this "**Supplement**") made by METRO-GOLDWYN-MAYER STUDIOS INC., a Delaware corporation, ORION PICTURES CORPORATION, a Delaware corporation (together, the "**Borrowers**") and certain Material Subsidiaries of the Borrowers signatories hereto (the "**Guarantors**", and together with the Borrowers, the "**Grantors**"), in favor of BANK OF AMERICA, N.A., as Agent.

WITNESSETH:

WHEREAS, 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 dated as of June 11, 2002 (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**";

WHEREAS, the Guarantors 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 the 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 are parties to 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, supplements to the Trademark Security Agreement have been executed from time to time in connection with new Trademark Collateral acquired by existing Grantors or Trademark Collateral granted by new Grantors;

WHEREAS, the Grantors have acquired Trademark Collateral since the date of the most recent supplement to the Trademark Security Agreement 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 or a supplement thereto to provide to the Agent on a quarterly 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. *The Security Interests.* Subject to the terms and provisions of the Security Agreement and the Trademark Security Agreement, in order to secure the full and punctual payment of the Secured Obligations, each 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 Grantor listed in Supplemental Schedule 1 attached hereto, (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 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). This security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement and the Trademark Security Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 2. *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 3. *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 4. *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 5. *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.

TRADEMARK
REEL: 002691 FRAME: 0678

IN WITNESS WHEREOF, each Grantor has caused this Supplement to be duly executed and delivered as of this 31st day of December 2002.

METRO-GOLDWYN-MAYER STUDIOS INC.

By: _____
Name: Scott Packman
Title: Senior Vice President

ORION PICTURES CORPORATION

By: _____
Name: Scott Packman
Title: Senior Vice President

METRO-GOLDWYN-MAYER LION CORP.

By: _____
Name: Scott Packman
Title: Senior Vice President

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

By: Gina Meador
Name: GINA MEADOR
Title: Vice President

Supplemental Schedule 1

TRADEMARKS

MGM KIDS and Device (Classes 9 & 41)	Application No. 78-183,832
ROCKY (Class 9)	Application No. 78-196,016

RECORDED: 03/12/2003

TRADEMARK
REEL: 002691 FRAME: 0680