TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MGM Holdings, Inc.		04/08/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	JPMorgan Chase, N.A.
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 123

Property Type	Number	Word Mark
Registration Number:	1810481	A CANNON FILMS RELEASE
Registration Number:	2774104	AGENT UNDER FIRE
Registration Number:	2051217	BLOWN AWAY
Registration Number:	1382142	CAGNEY & LACEY
Registration Number:	1811153	CANNON
Registration Number:	1439047	
Registration Number:	1475363	
Registration Number:	1619490	CARTOON MOVIESTARS
Registration Number:	2828545	DEAD LIKE ME
Registration Number:	2909229	EVERYTHING OR NOTHING
Registration Number:	2551380	F/X
Registration Number:	1110832	FILMWAYS
Registration Number:	2891803	LEAP YEARS
Registration Number:	2883154	LEGALLY BLONDE

CH $3090.00 1810481

Registration Number:	2265404	MACHINE HUNTER
Registration Number:	384224	ARS GRATIA ARTIS METRO GOLDWYN MAYER
Registration Number:	231203	METRO GOLDWYN MAYER ARS GRATIA ARTIS
Registration Number:	2762813	METRO GOLDWYN MAYER
Registration Number:	2866779	METRO GOLDWYN MAYER TRADE MARK
Registration Number:	1911153	METRO GOLDWYN MAYER ARS GRATIA ARTIS
Registration Number:	714171	METRO-GOLDWYN-MAYER
Registration Number:	2625509	METRO-GOLDWYN-MAYER HOME ARS GRATIA ARTIS
Registration Number:	2781942	METRO GOLDWYN MAYER HOME ENTERTAINMENT TRADEMARK
Registration Number:	885923	MGM
Registration Number:	2817613	MGM
Registration Number:	884655	MGM
Registration Number:	2903127	MGM KIDS
Registration Number:	2768051	MGM MEANS GREAT MOVIES
Registration Number:	2033319	MGM RECORDS
Registration Number:	2246312	ARS GRATIA ARTIS MGM/UA FAMILY ENTERTAINMENT
Registration Number:	1380800	MGM/UA PREMIERE NETWORK
Registration Number:	2534403	MR. HOLLAND'S OPUS
Registration Number:	2540762	MR. HOLLAND'S OPUS
Registration Number:	2772686	NIGHTFIRE
Registration Number:	1694030	ORION
Registration Number:	1165871	ORION
Registration Number:	2296392	ORION INTERACTIVE
Registration Number:	2500563	
Registration Number:	2448643	
Registration Number:	2895338	PLATOON
Registration Number:	2026883	POLTERGEIST
Registration Number:	2494526	POLTERGEIST
Registration Number:	2333898	POLTERGEIST
Registration Number:	2600206	RAT PATROL
Registration Number:	2518650	RAT PATROL
Registration Number:	1395550	
Registration Number:	1609202	ROBOCOP
Registration Number:	1557690	ROBOCOP

Registration Number:	1523650	ROBOCOP
Registration Number:	1954638	
Registration Number:	2773761	ROCKY
Registration Number:	1647246	ROCKY
Registration Number:	2782227	ROLLERBALL
Registration Number:	2121967	ROLLERBALL
Registration Number:	2672635	ROLLERBALL
Registration Number:	2601980	ROLLERBALL
Registration Number:	2776142	ROLLERBALL
Registration Number:	2595431	SEX WARS
Registration Number:	2796116	SHE SPIES
Registration Number:	2302963	SPECIES
Registration Number:	1917418	STARGATE
Registration Number:	2669409	STARGATE
Registration Number:	2380249	STARGATE
Registration Number:	2296505	STARGATE
Registration Number:	2540653	STARGATE
Registration Number:	2297059	STARGATE SG-1
Registration Number:	2759097	TANK GIRL
Registration Number:	2576366	THE LION'S DEN
Registration Number:	2548708	THE MAGNIFICENT SEVEN
Registration Number:	1981338	THE METEOR MAN
Registration Number:	2258354	OUTER LIMITS
Registration Number:	2085291	THE OUTER LIMITS
Registration Number:	2062133	THE OUTER LIMITS
Registration Number:	2217526	THE OUTER LIMITS
Registration Number:	1122758	THE PINK PANTHER
Registration Number:	1974692	THE PINK PANTHER
Registration Number:	2518513	THE SEX WARS
Registration Number:	1669534	THIRTYSOMETHING
Registration Number:	1380155	UA
Registration Number:	1624112	UNITED ARTISTS
Registration Number:	735668	UNITED ARTISTS
Registration Number:	2091641	UNITED ARTISTS
Registration Number:	1625273	UA UNITED ARTISTS

Registration Number:	1380154	UA UNITED ARTISTS
Registration Number:	2690923	WARGAMES
Serial Number:	78361695	AGENT CODY BANKS
Serial Number:	78361765	AGENT CODY BANKS
Serial Number:	78491827	AMERICAN INTERNATIONAL
Serial Number:	78491822	AMERICAN INTERNATIONAL PICTURES
Serial Number:	78362741	ARMY OF DARKNESS
Serial Number:	78362696	ARMY OF DARKNESS
Serial Number:	78050967	BACKLOT AT MGM.COM
Serial Number:	78018782	BACKLOT PRODUCTIONS
Serial Number:	78330356	BARBERSHOP
Serial Number:	78121121	CARRIE
Serial Number:	78147575	CHITTY CHITTY BANG BANG
Serial Number:	78147583	CHITTY CHITTY BANG BANG
Serial Number:	78121084	DIRTY ROTTEN SCOUNDRELS
Serial Number:	78215954	FAME
Serial Number:	78583022	FROM RUSSIA WITH LOVE
Serial Number:	78518039	GIFTSOLVER
Serial Number:	78378987	GOLDENEYE
Serial Number:	74672328	HACKERS
Serial Number:	78087849	HANNIBAL
Serial Number:	78088038	HANNIBAL
Serial Number:	78330390	JEEPERS CREEPERS
Serial Number:	78089613	LEGALLY BLONDE
Serial Number:	78447293	METRO GOLDWYN MAYER, ARS GRATIA ARTIS
Serial Number:	78447260	METRO GOLDWYN MAYER PREMIERE
Serial Number:	78101940	MGM CHANNEL
Serial Number:	78101934	MGM MOVIE CHANNEL
Serial Number:	78214536	MGM ON STAGE
Serial Number:	78279722	MGM ON STAGE ARS GRATIA ARTIS
Serial Number:	78378729	ROCKY
Serial Number:	78378760	
Serial Number:	78431301	ROCKY: LEGENDS
Serial Number:	78568089	SCOUNDREL COLLECTION
Serial Number:	78583103	SPACEBALLS

Serial Number:	78499766	STARGATE SG-1: THE ALLIANCE
Serial Number:	78096531	TEEN WOLF
Serial Number:	78263633	THE GREAT ESCAPE
Serial Number:	75921586	THE OUTER LIMITS
Serial Number:	78121131	TWISTED JUSTICE

CORRESPONDENCE DATA

Fax Number: (212)336-8001

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: ptodocket@arelaw.com

Correspondent Name: Dana Metes

Address Line 1: 90 Park Avenue

Address Line 2: Amster, Rothstein & Ebenstein

Address Line 4: New York, NEW YORK 10016

NAME OF SUBMITTER:	Dana R. Metes
Signature:	/Dana R. Metes/
Date:	04/14/2005

Total Attachments: 9

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[EXECUTION VERSION]

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, MGM HOLDINGS II, INC., a Delaware corporation ("Holdings"), LOC ACQUISITION COMPANY, a Delaware corporation (the "Borrower"), each of the Subsidiaries of the Borrower party hereto (the "Subsidiary Guarantors"; the Subsidiary Guarantors, Holdings and the Borrower are, collectively, the "Grantors") own the Trademarks (as defined in the Security Agreement referred to below) listed on Schedule 2 to the Security Agreement;

WHEREAS, Holdings and the Borrower are parties to a Credit Agreement dated of even date herewith (as the same may be amended from time to time, the "Credit Agreement") with the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), Bank of America, N.A., Citicorp USA, Inc. and The Royal Bank of Scotland plc as documentation agents, Credit Suisse First Boston as syndication agent, and JPMorgan Chase Bank, N.A., as administrative agent;

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith (as may be amended and in effect from time to time, the "Security Agreement") between the Grantors and JPMorgan Chase Bank, N.A., as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), Grantors have granted to Grantee for the ratable benefit of such secured parties a security interest in substantially all the assets of the Grantors, including all right, title and interest of Grantors in, to and under the Trademark Collateral (as defined herein), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to, with respect to such Grantor, and collectively for all Grantors (as the context may require), as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business associated therewith, and all of the Grantors' rights to the exclusive use thereof, and all the

TRADEMARK
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applications therefor and the registrations and recordings thereof which are all listed on Schedule 1 hereto;

(ii) each Trademark License, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by any Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 hereto, and all rights and benefits of any Grantor under any Trademark License, or for injury to the goodwill associated with any of the foregoing.

Each Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of such Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which such Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent not prohibited by the Loan Documents, each Grantor agrees not to Dispose of or mortgage or otherwise encumber any of the foregoing Trademark Collateral.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee 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.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 8th day of April, 2005.

MGM HOLDINGS II, INC.

By: _____
Name: Daniel J. Taylor
Title: President

METRO-GOLDWYN-MAYER INC.

By: _____
Name: Daniel J. Taylor
Title: President

HERITAGE ENTERTAINMENT, INC.

METRO-GOLDWYN-MAYER ANIMATION INC.

METRO-GOLDWYN-MAYER HOME ENTERTAINMENT LLC

METRO-GOLDWYN-MAYER LION CORP.

METRO-GOLDWYN-MAYER PICTURES INC.

METRO-GOLDWYN-MAYER STUDIOS INC.

METRO PICTURES CORPORATION OF AMERICA

MGM AND UA SERVICES COMPANY

MGM DOMESTIC TELEVISION DISTRIBUTION LLC

MGM HOME ENTERTAINMENT DISTRIBUTION CORP.

MGM INTERACTIVE INC.

MGM INTERNATIONAL TELEVISION DISTRIBUTION INC.

MGM LAPTV LLC

MGM LION PRINTS LLC

[Signature Page to Trademark Security Agreement]

MGM NETWORKS INC.

MGM NORTH AMERICA HOLDINGS INC.

MGM ON DEMAND INC.

MGM TELEVISION ENTERTAINMENT INC.

MGM/UA, INC.

MIDNIGHT BLUE PRODUCTIONS, INC.

ORION FILM CLASSICS COMPANY

ORION PICTURES CORPORATION

ORION PICTURES DISTRIBUTION CORPORATION

ORION PICTURES LIBRARY ACQUISITION CO., INC

ORION TV PRODUCTIONS, INC.

PATHE FILMS, INC.

PATHE RELEASING CORP.

PFE LIBRARY ACQUISITION COMPANY, INC.

UNITED ARTISTS CORPORATION

UNITED ARTISTS FILMS INC.

UNITED ARTISTS PICTURES INC.

THE WAR AT HOME PRODUCTIONS, INC.

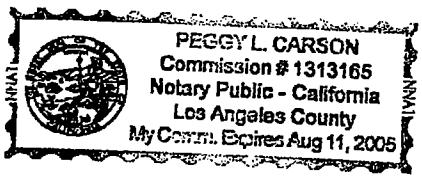
By: _____

Name: Daniel J. Taylor
Title: President

[Signature Page to Trademark Security Agreement]

STATE OF CALIFORNIA)
) ss.:
COUNTY OF LOS ANGELES

I, Peggy L. Carson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Daniel J. Taylor, of each Subsidiary Guarantor, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Daniel J. Taylor, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth being duly authorized so to do.



Peggy L. Carson
Signature of Notary Public

My Commission expires: August 11, 2005

[Signature Page to Trademark Security Agreement]

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

By: _____
Name: Bruce S. Borden
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK APPLICATIONS

Trademark Name	Application No.	Filing Date
AGENT CODY BANKS	78361695	03-Feb-2004
AGENT CODY BANKS	78361765	03-Feb-2004
AMERICAN INTERNATIONAL	78491827	29-Sep-2004
AMERICAN INTERNATIONAL PICTURES	78491822	29-Sep-2004
ARMY OF DARKNESS	78362741	04-Feb-2004
ARMY OF DARKNESS	78362696	04-Feb-2004
BACKLOT at MGM.COM	78050967	01-Mar-2001
BACKLOT PRODUCTIONS	78018782	28-Jul-2000
BARBERSHOP	78330356	19-Nov-2003
CARRIE	78121121	11-Apr-2002
CHITTY CHITTY BANG BANG	78147575	25-Jul-2002
CHITTY CHITTY BANG BANG	78147583	25-Jul-2002
DIRTY ROTTEN SCOUNDRELS	78121084	11-Apr-2002
FAME	78215954	18-Feb-2003
FROM RUSSIA WITH LOVE	78583022	08-Mar-2005
GIFTSOLVER	78518039	16-Nov-2004
GOLDENEYE	78378987	04-Mar-2004
HACKERS	74672328	11-May-1995
HANNIBAL	78087849	10-Oct-2001
HANNIBAL	78088038	11-Oct-2001
JEEPERS CREEPERS	78330390	19-Nov-2003
LEGALLY BLONDE	78089613	22-Oct-2001
METRO GOLDWYN MAYER and Young Lion Logo	78447293	07-Jul-2004
METRO GOLDWYN MAYER PREMIERE	78447260	07-Jul-2004
MGM CHANNEL	78101940	10-Jan-2002
MGM MOVIE CHANNEL	78101934	10-Jan-2002
MGM ON STAGE	78214536	13-Feb-2003
MGM ON STAGE Device	78279722	28-Jul-2003
ROCKY and Device	78378729	04-Mar-2004
ROCKY and Device I	78378760	04-Mar-2004
ROCKY: LEGENDS	78431301	06-Jun-2004
SCOUNDREL COLLECTION	78568089	15-Feb-2005
SPACEBALLS	78583103	08-Mar-2005
STARGATE SG-1: THE ALLIANCE	78499766	14-Oct-2004
TEEN WOLF	78096531	04-Dec-2001
THE GREAT ESCAPE	78263633	17-Jun-2003
THE OUTER LIMITS Stylized	75921586	16-Feb-2000
TWISTED JUSTICE	78121131	11-Apr-2002

TRADEMARK REGISTRATIONS

A CANNON FILMS RELEASE	1810481	14-Dec-1993
AGENT UNDER FIRE	2774104	14-Oct-2003
BLOWN AWAY	2051217	08-Apr-1997
CAGNEY & LACEY	1382142	11-Feb-1986
CANNON	1811153	14-Dec-1993
Cannon Logo	1439047	12-May-1987
Cannon Logo	1475363	02-Feb-1988
CARTOON MOVIESTARS	1619490	30-Oct-1990
DEAD LIKE ME	2828545	30-Mar-2004
EVERYTHING OR NOTHING	2909229	07-Dec-2004
F/X Stylized	2551380	26-Mar-2002
FILMWAYS Stylized	1110832	09-Jan-1979
LEAP YEARS	2891803	05-Oct-2004
LEGALLY BLONDE	2883154	07-Sep-2004
MACHINE HUNTER	2265404	27-Jul-1999
METRO GOLDWYN MAYER and Lion Head Design II	384224	07-Jan-1941
METRO GOLDWYN MAYER and Lion Head Design II	231203	16-Aug-1927
METRO GOLDWYN MAYER and Young Lion Logo	2762813	09-Sep-2003
METRO GOLDWYN MAYER and Young Lion Logo	2866779	27-Jul-2004
METRO GOLDWYN MAYER and Young Lion Logo	1911153	15-Aug-1995
METRO-GOLDWYN-MAYER	714171	18-Apr-1961
METRO-GOLDWYN-MAYER HOME and Lion Device	2625509	24-Sep-2002
METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	2781942	11-Nov-2003
MGM	885923	10-Feb-1970
MGM	2817613	24-Feb-2004
MGM	884655	20-Jan-1970
MGM KIDS Device	2903127	16-Nov-2004
MGM MEANS GREAT MOVIES	2768051	23-Sep-2003
MGM RECORDS	2033319	28-Jan-1997
MGM/UA FAMILY ENTERTAINMENT and Logo	2246312	18-May-1999
MGM/UA PREMIERE NETWORK and Design	1380800	28-Jan-1986
MR. HOLLAND'S OPUS	2534403	29-Jan-2002
MR. HOLLAND'S OPUS & Design	2540762	19-Feb-2002
NIGHTFIRE	2772686	07-Oct-2003
ORION	1694030	16-Jun-1992
ORION	1165871	18-Aug-1981
ORION INTERACTIVE Stylized and Device	2296392	30-Nov-1999
PINK PANTHER Device XVI	2500563	23-Oct-2001
PINK PANTHER Device XVII	2448643	08-May-2001
PLATOON	2895338	19-Oct-2004
POLTERGEIST	2026883	31-Dec-1996
POLTERGEIST	2494526	02-Oct-2001
POLTERGEIST	2333898	21-Mar-2000
RAT PATROL	2600206	30-Jul-2002
RAT PATROL	2518650	11-Dec-2001
Roaring Lion Sound	1395550	03-Jun-1986
ROBOCOP	1609202	07-Aug-1990
ROBOCOP	1557690	26-Sep-1989
ROBOCOP	1523650	07-Feb-1989

TRADEMARK REGISTRATIONS

Robocop Device	1954638	06-Feb-1996
ROCKY	2773761	14-Oct-2003
ROCKY	1647246	11-Jun-1991
ROLLERBALL	2782227	11-Nov-2003
ROLLERBALL	2121967	16-Dec-1997
ROLLERBALL	2672635	07-Jan-2003
ROLLERBALL	2601980	30-Jul-2002
ROLLERBALL Stylized	2776142	21-Oct-2003
SEX WARS and Device I	2595431	16-Jul-2002
SHE SPIES	2796116	16-Dec-2003
SPECIES Stylized	2302963	21-Dec-1999
STARGATE	1917418	05-Sep-1995
STARGATE	2669409	31-Dec-2002
STARGATE	2380249	29-Aug-2000
STARGATE	2296505	30-Nov-1999
STARGATE	2540653	19-Feb-2002
STARGATE SG-1	2297059	30-Nov-1999
TANK GIRL	2759097	02-Sep-2003
THE LION'S DEN	2576366	04-Jun-2002
THE MAGNIFICENT SEVEN	2548708	19-Mar-2002
THE METEOR MAN	1981338	18-Jun-1996
THE OUTER LIMITS	2258354	06-Jul-1999
THE OUTER LIMITS Stylized	2085291	05-Aug-1997
THE OUTER LIMITS Stylized	2062133	13-May-1997
THE OUTER LIMITS Stylized	2217526	12-Jan-1999
THE PINK PANTHER	1122758	24-Jul-1979
THE PINK PANTHER Stylized-3 and Device V	1974692	21-May-1996
THE SEX WARS	2518513	11-Dec-2001
THIRTYSOMETHING Stylized	1669534	24-Dec-1991
UA Stylized II	1380155	28-Jan-1986
UNITED ARTISTS	1624112	20-Nov-1990
UNITED ARTISTS	735668	07-Aug-1962
UNITED ARTISTS and Sunburst Logo	2091641	26-Aug-1997
UNITED ARTISTS and UA Logo Barred Version	1625273	27-Nov-1990
UNITED ARTISTS and UA Stylized	1380154	28-Jan-1986
WARGAMES	2690923	25-Feb-2003