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**QUARTERLY SUPPLEMENT TO  
TRADEMARK SECURITY AGREEMENT**

QUARTERLY SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT dated as of September 30, 2006 (this "Supplement") made by METRO-GOLDWYN-MAYER STUDIOS INC. and UNITED ARTISTS CORPORATION (each, the "Supplement Grantor"), in favor of JP MORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent").

WITNESSETH:

WHEREAS, MGM Holdings II, Inc. ("Holdings"), Metro-Goldwyn-Mayer Inc. (the "Borrower"), the several banks and other financial institutions or entities party thereto, Bank of America, N.A., Citicorp USA, Inc. and The Bank of Royal Scotland plc as documentation agents, Credit Suisse First Boston as syndication agent and the Administrative Agent are parties to a Credit Agreement dated as of April 8, 2005 (as amended and in effect from time to time among said parties and such banks and financial institutions as may from time to time be parties thereto, the "Credit Agreement");

WHEREAS, Holdings, the Borrower and certain subsidiaries of the Borrower (collectively, the "Grantors") and the Administrative Agent are parties to the Security Agreement dated as of April 8, 2005 (as amended and in effect from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantors are parties to the Trademark Security Agreement (Trademark, Trademark Registrations, Trademark Applications and Trademark Licenses) (as amended and in effect from time to time, the "Trademark Security Agreement") dated as of April 8, 2005, pursuant to which Grantors have granted to the Administrative 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 are required to be executed from time to time in connection with new Trademark Collateral acquired by existing Grantors or Trademark Collateral granted by new Grantors;

WHEREAS, the Supplement Grantor has 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 (the "Supplemental Schedule"); 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 the Administrative 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, the Supplement Grantor hereby grants to the Administrative 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 the Supplemental Schedule, (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 the Supplement Grantor with respect to such property or interest or portion thereof is expressly prohibited by a Contract 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 Administrative Agent pursuant to the Security Agreement and the Trademark Security Agreement. The Supplement Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative 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.

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.

IN WITNESS WHEREOF, each Supplement Grantor has caused this Supplement to be duly executed and delivered as of this 30th day of September 2006.

METRO-GOLDWYN-MAYER STUDIOS INC.

By: 

Name: Scott Packman  
Title: Executive Vice President

UNITED ARTISTS CORPORATION

By: 

Name: Scott Packman  
Title: Executive Vice President

The foregoing is hereby accepted and agreed:  
JP MORGAN CHASE BANK, N.A., as  
Administrative Agent

By: 

Name: P. Clark Hallren  
Title: Managing Director

## Supplemental Schedule 1

### TRADEMARKS

<u>Title/Name</u>	<u>Application No.</u>
ROCKY BALBOA Applicant: Metro-Goldwyn-Mayer Studios Inc.	78-957,012
PINKITUDE Applicant: Metro-Goldwyn-Mayer Studios Inc.	78-957,941
UA Applicant: United Artists Corporation	78-971,802