

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607867

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS - SECOND LIEN		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		10/23/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	METRO-GOLDWYN-MAYER STUDIOS INC.		
Street Address:	244 N. BEVERLY DRIVE		
City:	BEVERLY HILLS		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4122092	THIS	
Registration Number:	4408927	THIS TV	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(650)251-5313		
Email:	ksolomon@stblaw.com		
Correspondent Name:	ELIZABETH GLADSTONE, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	2475 HANOVER STREET		
Address Line 4:	PALO ALTO, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	509265/2146		
NAME OF SUBMITTER:	ELIZABETH GLADSTONE		
SIGNATURE:	/EG/		
DATE SIGNED:	11/10/2020		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of October 23, 2020 (the “Effective Date”), is made by JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the “Administrative Agent”).

WHEREAS, pursuant to a Second Lien Guarantee and Collateral Agreement dated July 3, 2018 (as may be amended, restated, supplemented or otherwise modified, renewed or replaced and in effect from time to time, the “Guarantee and Collateral Agreement”) among MGM Holdings II Inc., Metro-Goldwyn-Mayer Inc., and certain of its Subsidiaries (together, the “Grantors”) and the Administrative Agent, as agent for the secured parties referred to therein, the Grantors have granted to the Administrative Agent for the ratable benefit of such secured parties a security interest in substantially all the assets for the Grantors, including all right, title and interest of Grantors in, to and under the Trademark Collateral, whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations;

WHEREAS, the Administrative Agent and the Grantors executed and delivered a Second Lien Trademark Security Agreement, dated as of July 3, 2018 (the “Trademark Security Agreement”) for the purpose of recording the grant of security interest in the Trademark Collateral with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 1, 2018 at Reel/Frame 6405/0674;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Administrative Agent hereby agrees as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms used in this Release have the meaning given to them in the Trademark Security Agreement or the Guarantee and Collateral Agreement, as applicable.

2. Release. The Administrative Agent, without representation, warranty or recourse of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the trademark registrations set forth in Schedule A attached hereto (such trademark registrations, the “Released Trademark Collateral”). None of the Administrative Agent’s security interest in the Trademark Collateral (including, without limitation, any trademark registrations, trademark applications, or any other rights under trademark identified in any of the Trademark Security Documents) other than the Released Trademark Collateral shall be released or otherwise impaired or modified hereby.

3. Governing Law. This Release shall exclusively be governed by, and construed in accordance with, the laws of the state of New York, without regard to conflicts of law or choice of law principles.

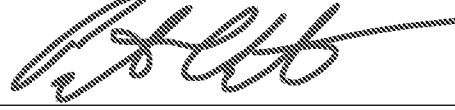
4. Counterparts; Signatures. This Release may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

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

By: _____



Name:

Peter Christensen

Title:

Executive Director

SCHEDULE A

	Owner	Trademark	Reg. No.	Reg. Date
1.	METRO-GOLDWYN-MAYER STUDIOS INC.	THIS	4122092	03-Apr- 2012
2.	METRO-GOLDWYN-MAYER STUDIOS INC.	THIS TV 77506538	4408927	01-Oct- 2013