

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Relinquishment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America N.A.		04/08/2005	CORPORATION:

RECEIVING PARTY DATA	
Name:	Metro-Goldwyn-Mayer Studios, Orion Pictures Corporation
Street Address:	10250 Constellation Boulevard
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90067
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 63

Property Type	Number	Word Mark
Registration Number:	2866779	METRO GOLDWYN MAYER TRADE MARK
Registration Number:	2817613	MGM
Registration Number:	2895338	PLATOON
Registration Number:	2903127	MGM KIDS
Registration Number:	2773761	ROCKY
Registration Number:	2883154	LEGALLY BLONDE
Registration Number:	2828545	DEAD LIKE ME
Registration Number:	2796116	SHE SPIES
Registration Number:	2265404	MACHINE HUNTER
Registration Number:	2296505	STARGATE
Registration Number:	2297059	STARGATE SG-1
Registration Number:	2380249	STARGATE
Registration Number:	2518650	RAT PATROL
Registration Number:	2600206	RAT PATROL

CH \$1590.00 2866779

Registration Number:	2690923	WARGAMES
Registration Number:	2534403	MR. HOLLAND'S OPUS
Registration Number:	2540762	MR. HOLLAND'S OPUS
Registration Number:	2448643	
Registration Number:	2500563	
Registration Number:	2548708	THE MAGNIFICENT SEVEN
Registration Number:	2518513	THE SEX WARS
Registration Number:	2510431	
Registration Number:	2510432	
Registration Number:	2549820	MGM GRAND
Registration Number:	2549821	
Registration Number:	2510442	MGM GRAND
Registration Number:	2515287	MGM GRAND
Registration Number:	2540402	MGM GRAND
Registration Number:	2534227	MGM
Registration Number:	2607193	MGM GRAND
Registration Number:	2571241	MGM GRAND
Registration Number:	2558569	MGM GRAND
Registration Number:	2642096	MGM GRAND
Registration Number:	2758014	MGM MIRAGE
Registration Number:	2575962	MGM GRAND
Registration Number:	2645452	MGM MIRAGE
Registration Number:	2575963	
Registration Number:	2642359	MGM MIRAGE VACATIONS
Serial Number:	78332887	GOOD BOY
Serial Number:	78431301	ROCKY: LEGENDS
Serial Number:	78378729	ROCKY
Serial Number:	78378760	
Serial Number:	78330356	BARBERSHOP
Serial Number:	78330390	JEEPERS CREEPERS
Serial Number:	78279722	MGM ON STAGE ARS GRATIA ARTIS
Serial Number:	78243258	HAPPY TIMES
Serial Number:	78263633	THE GREAT ESCAPE
Serial Number:	78214536	MGM ON STAGE
Serial Number:	78215954	FAME

Serial Number:	78121121	CARRIE
Serial Number:	78121084	DIRTY ROTTEN SCOUNDRELS
Serial Number:	78121131	TWISTED JUSTICE
Serial Number:	78089613	LEGALLY BLONDE
Serial Number:	76020610	METRO-GOLDWYN-MAYER HOME ENTERTAINMENT TRADEMARK
Serial Number:	78101934	MGM MOVIE CHANNEL
Serial Number:	78101940	MGM CHANNEL
Serial Number:	78088038	HANNIBAL
Serial Number:	76381950	PLAYMGM GRAND.COM MGM GRAND
Serial Number:	76382318	MIRAGE LAS VEGAS PLAYERS CLUB
Serial Number:	76382320	MGM GRAND DETROIT CASINO PLAYERS CLUB
Serial Number:	76382321	MGM MIRAGE PLAYERS CLUB
Serial Number:	76386265	PLAYMGM MIRAGE.COM MGM MIRAGE
Serial Number:	75703283	SEA HUNT

CORRESPONDENCE DATA

Fax Number: (212)336-8001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2123368000
Email: ptodocket@arelaw.com
Correspondent Name: Anthony F. LoCicero
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Address Line 4: New York, NEW YORK 10001

NAME OF SUBMITTER:	Dana R. Metes
Signature:	/Dana R. Metes/
Date:	04/13/2005

Total Attachments: 10
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**NOTICE OF RELINQUISHMENT OF SECURITY INTEREST IN
UNITED STATES TRADEMARKS**

THIS NOTICE OF RELINQUISHMENT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (“Notice of Relinquishment”), dated as of April 8, 2005, is made in favor of Metro-Goldwyn-Mayer Studios, Inc. (together with its successors, “MGM”), Orion Pictures Corporation (together with its successors, “Orion”), the other Persons listed on the signature pages of the Security Agreement and the Additional Grantors (MGM, Orion, the other Persons so listed and the Additional Grantors being, collectively, “the Grantors”) by Bank of America, N.A., as administrative agent (“the Administrative Agent”) for the benefit of the Secured Parties (as defined in the Credit Agreement) under that certain Second Amended and Restated Credit Agreement, dated as of July 21, 2000 (as amended, supplemented, replaced, or otherwise modified from time to time, the “Credit Agreement”, and as originally in effect from time to time prior to the date of the Credit Agreement, the “Original Credit Agreement”). Capitalized terms used and not defined herein shall have the meanings given such terms in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a Second Supplement to the Amended and Restated Security Agreement dated as of July 21, 2000 in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement") in order to grant to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in the Collateral to secure their respective Secured Obligations;

WHEREAS, in connection with the Security Agreement, the Grantors have executed and delivered:

1. a Third Supplement to Amended and Restated Security Agreement dated June 11, 2002 in favor of the Administrative Agent, for the benefit of the Secured Parties, which was recorded with the United States Patent and Trademark Office on June 14, 2002 at Reel/Frame 2533.0628, 2534/0378, 2434/0504, 2534/0434, 2533/0878, 2533/0801, 2533/0745, 2534/0063, 2534/0133;
2. a First Supplement to Amended and Restated Trademark Security Agreement dated June 11, 2002 in favor of the Administrative Agent, for the benefit of the Secured Parties, which was recorded with the United States Patent and Trademark Office on June 14, 2002 at Reel/Frame(s) 2533/0628, 2534/0378, 2434/0504, 2534/0434, 2533/0878, 2533/0801, 2533/0745, 2534/0063, and 2534/0133;

3. a Quarterly Supplement to Amended and Restated Trademark Security Agreement dated June 30, 2002 in favor of the Administrative Agent, for the benefit of the Secured Parties, which was recorded with the United States Patent and Trademark Office on September 20, 2002 at Reel/Frame 2587/0930 et seq.;
4. a Quarterly Supplement to Amended and Restated Trademark Security Agreement December 31, 2002 in favor of the Administrative Agent, for the benefit of the Secured Parties, which was recorded with the United States Patent and Trademark Office on March 12, 2003 at Reel/Frame 2691/0675;
5. a Quarterly Supplement to Amended and Restated Trademark Security Agreement dated March 31, 2003 in favor of the Administrative Agent, for the benefit of the Secured Parties, which was recorded with the United States Patent and Trademark Office May 7, 2003 at Reel/Frame 2852/0572;
6. a Quarterly Supplement to Amended and Restated Trademark Security Agreement dated June 30, 2003 in favor of the Administrative Agent, for the benefit of the Secured Parties, which was recorded with the United States Patent and Trademark Office on June 22, 2004 at Reel/Frame 2997/0924;
7. a Quarterly Supplement to Amended and Restated Trademark Security Agreement dated September 30, 2003 in favor of the Administrative Agent, for the benefit of the Secured Parties, which was recorded with

the United States Patent and Trademark Office on November 5, 2003 at Reel/Frame 2858/0810;

8. a Quarterly Supplement to Amended and Restated Trademark Security Agreement dated December 31, 2003 in favor of the Administrative Agent, for the benefit of the Secured Parties, which was recorded with the United States Patent and Trademark Office on February 6, 2004 at Reel/Frame 2911/0106;
9. a Quarterly Supplement to Amended and Restated Trademark Security Agreement dated March 31, 2004 in favor of the Administrative Agent, for the benefit of the Secured Parties, which was recorded with the United States Patent and Trademark Office on May 10, 2004 at Reel/Frame 2966/0015;
10. a Quarterly Supplement to Amended and Restated Trademark Security Agreement dated June 30, 2004 in favor of the Administrative Agent, for the benefit of the Secured Parties, which was filed for recordation in the Trademark Office on September 24, 2004;

WHEREAS, the Administrative Agent has duly authorized the execution, delivery and performance of this Notice of Relinquishment, the purpose of which is to give notice of the relinquishment of security interest granted in favor of the Administrative Agent, for the benefit of the Secured Parties, with respect to certain of the Trademark Collateral as identified in Schedule A attached hereto (the "Released Trademark Collateral").

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Administrative Agent, on its own behalf and on behalf of the Secured Parties, hereby releases its security interest in the Released Trademark Collateral.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

Other than as set forth herein, all of the Administrative Agent's rights under the Credit Agreement, the Security Agreement or the Copyright Security Agreement shall remain in full force and effect as if this Notice of Relinquishment had never been executed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the day and year first above written.

BANK OF AMERICA, N.A.,

as Administrative Agent

By Donna F. Kimbrough

Name: **Donna F. Kimbrough**
Title: **Assistant Vice President**

Schedule 1 to Notice of Relinquishment
TRADEMARKS

Trademark	Serial No.	Registration No.	Recordation Date	Comments
GOOD BOY	78/332,887			have not yet received confirmation of recordation
ROCKY: LEGENDS	78/431,301			have not yet received confirmation of recordation
ROCKY and Device	78/378,729		5/10/04	R/F 2966/0015
ROCKY and Device I	78/378,760			have not yet received confirmation of recordation
BARBERSHOP	78/330,356		2/6/04	R/F 2911/0106
JEEPERS CREEPERS	78/330,390		2/6/04	R/F 2911/0106
MGM ON STAGE and Device	78/279,722		11/5/03	R/F 2858/0810
HAPPY TIMES	78/243,258		6/22/04	R/F 2997/0924
METRO-GOLDWYN-MAYER and Young Lion Logo	78/266,701 (?)			incorrect Serial No.: to be corrected in PTO
MGM	78/267,688	2,817,613	6/22/04	R/F 2997/0924
THE GREAT ESCAPE	78/263,633		6/22/04	R/F 2997/0924
PLATOON	78/232,719	2,895,338	6/22/04	R/F 2997/0924
MGM KIDS and Device	78/183,832	2,903,127	11/11/02	R/F 2691/0675
ROCKY	78/196,016	2,773,761	11/11/02	R/F 2691/0675
LEGALLY BLONDE	78/207,613	2,883,154	5/7/03	R/F 2852/0572
MGM ON STAGE	78/214,536		5/7/03	R/F 2852/0572
FAME	78/215,954		5/7/03	R/F 2852/0572
CARRIE	78/121,121		9/20/02	R/F 2587/0930
DIRTY ROTTEN SCOUNDRELS	78/121,084		9/20/02	R/F 2587/0930
TWISTED JUSTICE	78/121,131		9/20/02	R/F 2587/0930
DEAD LIKE ME	78/121,111	2,828,545	9/20/02	R/F 2587/0930

Schedule 1 to Notice of Relinquishment
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SHE SPIES	78/121,104	2,796,116	9/20/02	R/F 2587/0930
MACHINE HUNTER	75/262,582	2,265,404	6/14/02	R/F 2534/0133
STARGATE	75/296,937	2,296,505	6/14/02	R/F 2534/0133
STARGATE SG-1	75/978,738	2,297,059	6/14/02	R/F 2534/0133
STARGATE	75/385,939	2,380,249	6/14/02	R/F 2534/0133
RAT PATROL	75/981,016	2,518,650	6/14/02	R/F 2534/0133
SEA HUNT	75/703,283	2,600,206	6/14/02	R/F 2534/0133 abandoned
RAT PATROL	76/081,092	2,600,206	6/14/02	R/F 2534/0133
WAR GAMES	78/057,737	2,690,923	6/14/02	R/F 2534/0133
LEGALLY BLONDE	78/089,613		6/14/02	R/F 2534/0133
MR. HOLLAND'S OPUS	75/392,387	2,534,403	6/14/02	R/F 2534/0063
MR. HOLLAND'S OPUS and Design	75/415,486	2,540,762	6/14/02	R/F 2534/0063
PINK PANTHER and Device XVII	75/619,475	2,448,643	6/14/02	R/F 2533/0745
PINK PANTHER and Device XVI	78/036,653	2,500,563	6/14/02	R/F 2533/0745
THE MAGNIFICENT SEVEN	75/587,738	2,548,708	6/14/02	R/F 2533/0801
THE SEX WARS	75/899,455	2,518,513	6/14/02	R/F 2533/0878
STAR WARS and Device 1	76/020,610		6/14/02	R/F 2533/0878
Walking Lion Design II	76/234,347	2,510,431	6/14/02	R/F 2534/0434
Walking Lion Design II	76,234,348	2,510,432	6/14/02	R/F 2534/0434
MGM GRAND and Walking Lion Design	76/234,344	2,549,820	6/14/02	R/F 2534/0434
Walking Lion Design II	76/234,345	2,549,821	6/14/02	R/F 2534/0434
MGM GRAND and Walking Lion Design II	76/236,375	2,510,442	6/14/02	R/F 2534/0434
MGM GRAND and Walking Lion Design II	76/241,986	2,515,287	6/14/02	R/F 2534/0434

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MGM GRAND	76/276,774	2,540,402	6/14/02	R/F 2534/0434
MGM	76/278,837	2,534,227	6/14/02	R/F 2534/0434
METRO-GOLDWYN-MAYER HOME ENTERTAINMENT and Lion Device	76/020,610		6/14/02	R/F 2534/0434 abandoned
MGM GRAND and Walking Lion Design II	76/234,343	2,607,193	6/14/02	R/F 2534/0434
MGM GRAND and Walking Lion Design II	76/234,342	2,571,241	6/14/02	R/F 2534/0434
MGM GRAND and Walking Lion Design II	76/234,346	2,558,569	6/14/02	R/F 2534/0434
MGM GRAND and Walking Lion Design II	76/255,560	2,642,096	6/14/02	R/F 2534/0434
MGM MIRAGE and Lion Head Circle Design	76/271,416	2,758,014	6/14/02	R/F 2534/0434
MGM GRAND and Walking Lion Design II	76/271,414	2,575,962	6/14/02	R/F 2534/0434
MGM MIRAGE and Lion Head Circle Design	76/271,417	2,645,452	6/14/02	R/F 2534/0434
Walking Lion Design II	76/271,415	2,575,963	6/14/02	R/F 2534/0434
MGM MIRAGE VACATIONS	76/294,288	2,642,359	6/14/02	R/F 2534/0434
MGM MOVIE CHANNEL	78/101,934		6/14/02	R/F 2534/0434
MGM CHANNEL	78/101,940		6/14/02	R/F 2534/0434
HANNIBAL	78/088,038		6/14/02	R/F 2534/0504
PLAYMGMGRAND.COM	76/381,950		6/14/02	R/F 2534/0378 abandoned
MGM GRAND LAS VEGAS PLAYERS CLUB and Device	76/382,318		6/14/02	R/F 2534/0378 abandoned

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MGM GRAND DETROIT CASINO PLAYERS CLUB and Device	76/382,320		6/14/02	R/F 2534/0378 abandoned
MGM MIRAGE PLAYERS CLUB and Lion Head Circle Design	76/382,321		6/14/02	R/F 2533/0628
PLAYMGMIRAGE.COM MGM MIRAGE	76/386,265		6/14/02	R/F 2533/0628

TRADEMARK

REEL: 003065 FRAME: 0676

RECORDED: 04/13/2005