

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	10/27/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DreamWorks L.L.C.		10/27/2004	LTD LIAB JT ST CO: DELAWARE

RECEIVING PARTY DATA

Name:	DreamWorks Animation L.L.C.
Street Address:	1000 Flower Street
City:	Glendale
State/Country:	CALIFORNIA
Postal Code:	91201
Entity Type:	LTD LIAB JT ST CO: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	76321723	POLAR OPPOSITES

CORRESPONDENCE DATA

Fax Number: (818)695-3140
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 8186956671
 Email: cfriedman@dreamworksanimation.com
 Correspondent Name: Cheryl Friedman
 Address Line 1: 1000 Flower Street
 Address Line 4: Glendale, CALIFORNIA 91201

NAME OF SUBMITTER:	Cheryl Friedman
Signature:	/Cheryl Friedman/
Date:	01/12/2005

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Total Attachments: 2

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NUNC PRO TUNC ASSIGNMENT OF TRADEMARK

WHEREAS, DreamWorks L.L.C., a limited liability company organized and existing under the laws of the State of Delaware ("Assignor"), was the owner of the entire right, title and interest in and to the United States trademark set forth in Schedule A attached hereto and incorporated by reference herein, together with the goodwill of the business associated therewith; and

WHEREAS, pursuant to that certain Separation Agreement dated as of October 27, 2004 between and among Assignor, DreamWorks Animation LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Assignee") and DreamWorks Animation SKG, Inc., a corporation organized and existing under the laws of the State of Delaware, Assignor sold to Assignee, and Assignee purchased, certain assets of the business of Assignor; and

WHEREAS, the trademark set forth in Schedule A attached hereto is the subject of a pending intent-to-use application in the United States Patent and Trademark Office, and Assignee was and is the successor, pursuant to the Separation Agreement, to the portion of Assignor's business to which the mark pertains, and such portion was and is ongoing and existing;


WHEREAS, Assignee wishes to confirm its acquisition of all right, title and interest in and to the trademark set forth in Schedule A, together with the goodwill of the business associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby irrevocably assigns, sells, and transfers to Assignee, *nunc pro tunc* as of October 27, 2004, all of Assignor's right, title, and interest in and to the trademark set forth in Schedule A in the United States, together with the goodwill of the business associated therewith

Assignor hereby covenants and agrees that it has executed and delivered, and will execute and deliver, to Assignee such additional documents, and perform such further acts, as are necessary to enable Assignee to record the assignment of such mark, or otherwise to perfect or confirm this *nunc pro tunc* assignment and Assignee's rights in the assigned mark.

IN WITNESS WHEREOF, Assignor has caused this instrument to be signed by its duly authorized officer as shown below.

DREAMWORKS L.L.C.

By: 

Its: Vice President

Schedule A

POLAR OPPOSITES

Serial Number	76/321723
Filed On	10/5/2001