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
DreamWorks Animation L.L.C.		04/05/2005	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	78544149	DREAMWORKS ANIMATION SKG
Serial Number:	78542529	RUN MORRIS RUN
Serial Number:	78542554	RUN TORTOISE RUN

OP $90.00 78544149

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-2254
Email: ksolomon@stblaw.com
Correspondent Name: Robyn Rahbar, Esq
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Robyn Rahbar
Signature:	/rr/

Date:	04/25/2005

Total Attachments: 5
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GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), dated as of April 5, 2005 is made by the signatory hereto, in favor of JPMorgan Chase Bank, N.A., a national banking association, as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of October 27, 2004 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among DreamWorks Animation SKG, Inc., a Delaware corporation ("DreamWorks"), the Lenders, the Administrative Agent, Societe Generale, as Documentation Agent, and HSBC Bank USA, National Association, as Syndication Agent.

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 DreamWorks upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors, including the signatory hereto, have executed and delivered a Guarantee and Collateral Agreement, dated as of October 27, 2004, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor signatory hereto pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in all Intellectual Property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, including the Trademarks;

WHEREAS, after execution of the Credit Agreement and the Guarantee and Collateral Agreement, additional Trademarks (as set forth on Schedule A hereto) have been adopted or acquired by the Grantor signatory hereto; and

WHEREAS, the Grantor signatory hereto has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to DreamWorks pursuant to the Credit Agreement, the Grantor signatory hereto agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor signatory hereto hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in all of the Trademarks (including, without limitation, those items listed on Schedule A hereto) now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations; provided, however, that notwithstanding any of the other provisions set forth in this Section 2, the term "Trademark Collateral" shall not include (i) any property to the extent that a grant of a security interest in such property is prohibited by any Requirements of Law of a Governmental Authority, requires a consent not obtained of any Governmental Authority pursuant to such Requirement of Law or is prohibited by, or constitutes a breach or default under or gives rise to a right on the part of the parties thereto other than the Grantors to terminate, or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property or, in the case of any Investment Property, Pledged Stock or Pledged Note, any applicable shareholder or similar agreement, except to the extent that such Requirement of Law or the term in such contract, license, agreement, instrument or other document or shareholder or similar agreement providing for such prohibition, breach, default or right of termination or requiring such consent is ineffective under applicable law or (ii) any Excluded Property.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor signatory hereto for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms. To the extent there is any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 4. Acknowledgment. The Grantor signatory hereto does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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

DREAMWORKS ANIMATION L.L.C.

By: Katherine Kendrick
Name: Katherine Kendrick
Title: Assistant Secretary

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By:_____
Name:
Title:

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

DREAMWORKS ANIMATION L.L.C.

By: Katherine Kendrick
Name: Katherine Kendrick
Title: Assistant Secretary

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By:
Name: Garrett J. Verdone
Title: Senior Vice President

SCHEDULE A
DreamWorks Animation L.L.C.
U.S. Trademark Applications

Trademark	**Application Number**
DREAMWORKS ANIMATION SKG LOGO	78/544149
RUN MORRIS RUN	78/542529
RUN TORTOISE RUN	78/542554