

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 II Distribution Co., LLC		06/01/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as administrative agent		
Street Address:	10 South Dearborn St.; 9th Floor		
Internal Address:	Attn: Stephen C. Price		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: United States: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85013732	REAL STEEL	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-739-5652		
Email:	chowell@morganlewis.com		
Correspondent Name:	Catherine R. Howell, Senior Paralegal		
Address Line 1:	1111 Pennsylvania Ave., N.W.; Attn: TMSU		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	066397-0407		
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal		
Signature:	/Catherine R. Howell/		

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**TRADEMARK
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Date:

06/02/2010

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

WHEREAS, DreamWorks II Distribution Co., LLC (the "Grantor") now owns and holds the trademark listed on Schedule A annexed hereto, all registrations and recordings thereof or similar property rights, and all applications filed in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof (collectively, the "Trademark");

WHEREAS, pursuant to that certain Credit, Security, Guaranty and Pledge Agreement dated as of August 14, 2009 (as the same may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Credit Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement), among DreamWorks II Financial Services Co., LLC (the "Borrower"), Grantor and the other guarantors referred to therein, the lenders referred to therein (the "Lenders") and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent") and as issuing bank (in such capacity, the "Issuing Bank"), the Lenders have agreed to make loans to the Borrower, and the Issuing Bank has agreed to issue, and the Lenders have agreed to participate in, letters of credit for the accounts of the Borrower;

WHEREAS, pursuant to the terms of the Credit Agreement, the Grantor has granted to the Administrative Agent (for the benefit of the Secured Parties) a security interest in and to all personal property of the Grantor including, without limitation, all right, title and interest of the Grantor in, to and under the Trademark, together with the goodwill of the business connected with, and symbolized by, the Trademark and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Grantor's obligations under and in connection with its guaranty of the Obligations; and

WHEREAS, the Administrative Agent and the Grantor by this instrument seek to confirm and make a record of the grant of a security interest in the Trademark and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant to the Administrative Agent (for the benefit of the Secured Parties), as security for its obligations under and in connection with its guaranty of the Obligations, a continuing security interest in and to all of the Grantor's right, title and interest in, to and under the following (all of the following items (i)-(iii) or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Grantor:

(i) the Trademark and all of the goodwill of the business connected with the use of, and symbolized by, the Trademark; and

(ii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Grantor against third parties for the past, present or future infringement or dilution of the Trademark, or for injury to the goodwill associated with the Trademark.

The Grantor agrees that if any Person shall do or perform any act which the Administrative Agent reasonably believes constitutes an infringement of the Trademark, or violates or infringes any right therein of the Grantor, the Administrative Agent, or the Lenders, or if any Person shall do or perform any act which the Administrative Agent reasonably believes constitutes an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to the Grantor (or if an Event of Default is at the time continuing, then without notice), the Administrative Agent may and shall have the right to take such steps and institute such suits or proceedings as the Administrative Agent may deem advisable or necessary to prevent such act or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. The Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of the Grantor or in the names of the parties jointly. The Administrative Agent hereby agrees to give the Grantor notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and the Grantor agrees to assist the Administrative Agent with any steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at the Grantor's sole expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of the Secured Parties) pursuant to the Credit Agreement. The Grantor and the Administrative Agent hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for the benefit of the Secured Parties) with respect to the security interest made and granted hereby are more fully set forth in the Credit Agreement, and are subject to the limitations (including certain rights of quiet enjoyment in favor of licensees) set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. Upon the occurrence of the Obligations Payment Date, the Administrative Agent (on behalf of the Secured Parties) shall execute and deliver to the Grantor, at the Grantor's request and expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Administrative Agent (for the benefit of the Secured Parties) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to the terms hereof or of the Credit Agreement.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Fundamental Documents executed by the Grantor, the Grantor may use, license and exploit the Trademark Collateral in

any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WHICH ARE APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.

This Trademark Security Agreement, and any modifications or amendments hereto, may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument.

All notices and other communications provided under this Trademark Security Agreement shall be delivered in such form, manner and address as provided in Section 13.1 of the Credit Agreement.

Any provision of this Trademark Security Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

No amendment, modification, rescission, waiver or release of any provision of this Trademark Security Agreement, and no consent to any departure therefrom, shall in any event be effective unless signed by the Administrative Agent (whose signature shall be delivered only in accordance with the applicable provisions of the Credit Agreement) and the Grantor. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

This Trademark Security Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns (as determined pursuant to the Credit Agreement), but neither this Trademark Security Agreement nor any of the rights or interests hereunder shall be assigned by the Grantor (including its successors and permitted assigns) without the prior written consent of the Administrative Agent (which shall be provided only in accordance with the applicable provisions of the Credit Agreement), and any attempted assignment without such consent shall be null and void.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of June 1, 2010.

GRANTOR:

DREAMWORKS-IT DISTRIBUTION CO., LLC

By: 

Name: CHRISTOPHER FLURO

Title:

ACCEPTED:

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

By: _____

Name:

Title:

Signature Page to Trademark Security Agreement (Real Steel Mark) - senior facility

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TRADEMARK
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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of June 1, 2010.

GRANTOR:

DREAMWORKS II DISTRIBUTION CO., LLC

By: _____

Name:

Title:

ACCEPTED:

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

By:  _____

Name: **Kin W. Chang**

Title: **Vice President**

Schedule A
to Trademark Security Agreement

TRADEMARK

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Date of Application</u>	<u>Trademark</u>
United States	DreamWorks II Distribution Co., LLC	85013732	Pending	April 14, 2010	REAL STEEL