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
Classic Media, LLC		04/02/2013	LIMITED LIABILITY COMPANY: DELAWARE
Big Idea Entertainment, LLC		04/02/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	1111 Fannin Street, Floor 10
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 84

Property Type	Number	Word Mark
Registration Number:	2772013	3-2-1 PENGUINS!
Registration Number:	2656266	321 PENGUINS!
Registration Number:	0722259	BABY HUEY THE BABY GIANT
Registration Number:	2495242	BIG IDEA
Registration Number:	2497418	BIG IDEA
Registration Number:	2703175	BIG IDEA BOOKS
Registration Number:	2701371	BIG IDEA INTERACTIVE
Registration Number:	4114315	BIG IDEA'S JONAH A VEGGIETALES MOVIE
Registration Number:	4114316	BIG IDEA'S JONAH A VEGGIETALES MOVIE
Registration Number:	2742512	BIG IDEA'S VEGGIETALES
Registration Number:	1960832	CASPER
Registration Number:	3533209	CASPER

CH $2115.00 2772013

Registration Number:	3023822	CASPER
Registration Number:	3200479	CASPER
Registration Number:	3063221	CASPER
Registration Number:	3046186	CASPER
Registration Number:	3063222	CASPER
Registration Number:	3023823	CASPER
Registration Number:	3046187	CASPER
Registration Number:	3046188	CASPER
Registration Number:	3848797	CASPER AND THE SPECTRALS
Registration Number:	3756211	CASPER GHOSTS
Registration Number:	3234730	CASPER THE FRIENDLY GHOST
Registration Number:	3234731	CASPER THE FRIENDLY GHOST
Registration Number:	3234732	CASPER THE FRIENDLY GHOST
Registration Number:	0722258	CASPER THE FRIENDLY GHOST
Registration Number:	3745121	CASPER'S SCARE SCHOOL
Registration Number:	3262140	GERALD MCBOING BOING
Registration Number:	3349398	GERALD MCBOING BOING
Registration Number:	4268719	HOT STUFF
Serial Number:	85146582	HOT STUFF
Registration Number:	3970356	HOT STUFF
Registration Number:	1180114	HOT STUFF
Registration Number:	2806286	LAMB CHOP
Registration Number:	2756913	LARRYBOY
Registration Number:	2839744	LARRYBOY
Registration Number:	2710060	LARRYBOY
Registration Number:	0670403	LASSIE
Registration Number:	2219095	LASSIE
Registration Number:	2169777	LASSIE
Registration Number:	2000556	LASSIE
Registration Number:	2209373	LASSIE
Registration Number:	3242129	LASSIE
Registration Number:	3490413	
Registration Number:	3356320	LASSIE NATURAL WAY
Registration Number:	1410490	LITTLE DOT
Registration Number:	0990189	LITTLE LULU

	2169772	LONE RANGER
Registration Number:	2173208	LONE RANGER
Registration Number:	3850556	LONE RANGER
Registration Number:	3642471	LONE RANGER
Registration Number:	2155923	
Registration Number:	2155924	
Serial Number:	77894719	
Registration Number:	0770539	THE LONE RANGER
Registration Number:	1314682	THE LONE RANGER
Registration Number:	3921781	THE LONE RANGER
Registration Number:	3105433	MR. MAGOO
Serial Number:	85755145	MR. MAGOO
Registration Number:	3341384	NATURAL WAY
Registration Number:	3741291	THE ORIGINAL CHRISTMAS CLASSICS
Serial Number:	85671457	PETER COTTONTAIL
Registration Number:	3606394	THE PIRATES WHO DON'T DO ANYTHING
Registration Number:	3709045	THE PIRATES WHO DON'T DO ANYTHING
Registration Number:	0722261	PLAYFUL LITTLE AUDREY
Serial Number:	85700962	RAISED BY ROBOTS
Serial Number:	85700973	RAISED BY ROBOTS
Registration Number:	3770906	RICHIE RICH
Registration Number:	0730456	RICHIE RICH THE POOR LITTLE RICH BOY
Registration Number:	3979069	SANTA CLAUS IS COMIN' TO TOWN
Registration Number:	3979070	SANTA CLAUS IS COMIN' TO TOWN
Registration Number:	3059585	SANTA CLAUS IS COMIN' TO TOWN
Registration Number:	2951732	SANTA CLAUS IS COMIN' TO TOWN
Registration Number:	3958173	SATURDAY MORNING TV
Registration Number:	2582601	SUNDAY MORNING VALUES, SATURDAY MORNING
Registration Number:	4114317	SUNDAY MORNING VALUES, SATURDAY MORNING
Registration Number:	4114474	THE LITTLE DRUMMER BOY
Registration Number:	3172753	THEODORE TUGBOAT
Registration Number:	3172752	THEODORE TUGBOAT
Registration Number:	2457509	UNDERDOG
Registration Number:	2145933	UNDERDOG
Registration Number:	3941248	VALUES TO GROW BY

	1869418	VEGGIETALES
Registration Number:	2167848	VEGGIETALES

CORRESPONDENCE DATA

Fax Number: 2124552502

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (212) 455-2895
Email: ksolomon@stblaw.com
Correspondent Name: Samantha J. Himelman, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1296
NAME OF SUBMITTER:	Samantha J. Himelman
Signature:	/sjh/
Date:	04/29/2013

Total Attachments: 18
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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of April 2, 2013 is made by each of the Grantors listed on the signature pages hereto (each, a "Grantor" and collectively, the "Grantors"), 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 August 10, 2012 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among DreamWorks Animation SKG, Inc., a Delaware corporation ("DW Animation"), the Lenders, the other parties thereto and the Administrative 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 DW Animation upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, DW Animation and the other grantors party thereto have executed and delivered a Guarantee and Collateral Agreement, dated as of August 10, 2012, 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, each of the Grantors has executed and delivered the Assumption Agreement No. 1 to the Guarantee and Collateral Agreement, dated as of March [5], 2013, in favor of the Administrative Agent and pursuant thereto has become a party to the Guarantee and Collateral Agreement and has 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, including the Trademarks; and

WHEREAS, each Grantor 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 DW Animation pursuant to the Credit Agreement, each Grantor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

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.

Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of such

Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations; provided, however, that the term "Collateral" shall not include any Excluded Property.

Purpose. This Agreement has been executed and delivered by each Grantor 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.

Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the 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. In the event of 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.

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.

[*Remainder of page intentionally left blank*]

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.

CLASSIC MEDIA, LLC
BIG IDEA ENTERTAINMENT, LLC

By: _____
Name: Jeffrey Dodd Farnath
Title: Chief Financial Officer

JPMorgan Chase Bank, N.A.,
as Administrative Agent for the Lenders

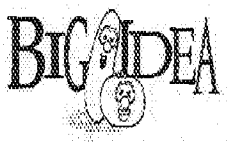
By: _____
Name: Darian Singer
Title: Vice President

SCHEDULE A

[See following pages]

TRADEMARK
REEL: 005016 FRAME: 0064

Trademark Records By Trademark

Owner	Trademark	Application No.	Registration No	Registration Date	Classes	Status
3-2-1 PENGUINS!						
Big Idea Entertainment, LLC	3-2-1 PENGUINS!	75983297	2772013	Oct 7 2003	9,16	Registered
3-2-1 PENGUINS! (& Design)						
Big Idea Entertainment, LLC	3-2-1 PENGUINS! (& Design)	76335883	2656266	Dec 3 2002	9	Registered
BABY HUEY THE BABY GIANT						
Classic Media, LLC	BABY HUEY THE BABY GIANT	72108322	0722259	Oct 3 1961	16	Registered
BIG IDEA						
Big Idea Entertainment, LLC	BIG IDEA	75445887	2495242	Oct 9 2001	9,16,25	Registered
BIG IDEA (& Design)						
Big Idea Entertainment, LLC	BIG IDEA (& Design) 	75445886	2497418	Oct 16 2001	16,25	Registered

BIG IDEA BOOKS (& Design)

Big Idea Entertainment, LLC	BIG IDEA BOOKS (& Design)	76334470	2703175	Apr 1 2003	16	Registered

BIG IDEA INTERACTIVE

Big Idea Entertainment, LLC	BIG IDEA INTERACTIVE	76875145	2701371	Mar 25 2003	9	Registered

BIG IDEA'S JONAH A VEGGIETALES MOVIE

Big Idea Entertainment, LLC	BIG IDEA'S JONAH A VEGGIETALES MOVIE	85363249	4114315	Mar 20 2012	9	Registered
Big Idea Entertainment, LLC	BIG IDEA'S JONAH A VEGGIETALES MOVIE	85363272	4114316	Mar 20 2012	16	Registered

BIG IDEA'S VEGGIETALES

Big Idea Entertainment, LLC	BIG IDEA'S VEGGIETALES	75846177	2742512	Jul 29 2003	9,16,18,20,21,25,28	Registered

CASPER

Classic Media, LLC	CASPER	74482072	1960832	Mar 5 1996	25	Registered
Classic Media, LLC	CASPER	77293815	3,533,209	Nov 18 2008	28	Registered
Classic Media, LLC	CASPER	78576492	3023822	Dec 6 2005	9	Registered
Classic Media, LLC	CASPER	78576508	3280479	Jan 23 2007	14	Registered
Classic Media, LLC	CASPER	78576528	3063221	Feb 28 2006	16	Registered
Classic Media, LLC	CASPER	78576538	3046186	Jan 17 2006	16	Registered
Classic Media, LLC	CASPER	78576560	3063222	Feb 28 2006	20	Registered
Classic Media, LLC	CASPER	78576572	3023823	Dec 6 2005	21	Registered
Classic Media, LLC	CASPER	78576594	3046187	Jan 17 2006	26	Registered
Classic Media, LLC	CASPER	78576601	3046188	Jan 17 2006	30	Registered

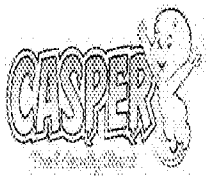
CASPER AND THE SPECTRALS

Classic Media, LLC	CASPER AND THE SPECTRALS	77807956	3848797	Sep 14 2010	16	Registered

CASPER GHOSTS

Classic Media, LLC	CASPER GHOSTS CASPER GHOSTS	78837616	3756211	Mar 2 2010	41	Registered

CASPER THE FRIENDLY GHOST (& Design)

Classic Media, LLC	CASPER THE FRIENDLY GHOST (& Design) 	78596176	3234730	Apr 24 2007	9	Registered
Classic Media, LLC	CASPER THE FRIENDLY GHOST (& Design) 	78596213	3234731	Apr 24 2007	25	Registered
Classic Media, LLC	CASPER THE FRIENDLY GHOST (& Design) 	78596217	3234732	Apr 24 2007	28	Registered

CASPER THE FRIENDLY GHOST (Stylized)

	CASPER THE FRIENDLY GHOST (Stylized)					
Classic Media, LLC		72108321	0722258	Oct 3 1961	16	Registered

CASPER'S SCARE SCHOOL

	CASPER'S SCARE SCHOOL					
Classic Media, LLC		77397116	3,745,121	Feb 2 2010	41	Registered

GERALD MCBOING BOING

	GERALD MCBOING BOING					
Classic Media, LLC		78513867	3262140	Jul 10 2007	9	Registered
	GERALD MCBOING BOING					
Classic Media, LLC		78513886	3349398	Dec 4 2007	41	Registered

HOT STUFF

	HOT STUFF					
Classic Media, LLC		85146572	4268719	Jan 1 2013	14	Registered
	HOT STUFF					
Classic Media, LLC		85146582			16	Pending
Classic Media, LLC	HOT STUFF	85146631	3970356	May 31 2011	25	Registered

HOT STUFF (& Flame Design)

	HOT STUFF (& Flame Design)					
Classic Media, LLC		73247368	1160114	Dec 1 1981	16	Registered

LAMB CHOP

	LAMB CHOP					
Classic Media, LLC		76429345	2836266	Jan 20 2004	28	Registered

LARRYBOY

	LARRYBOY					
Big Idea Entertainment, LLC		76246816	2756913	Aug 26 2003	9	Registered
Big Idea Entertainment, LLC	LARRYBOY	76493718	2839744	May 11 2004	16	Registered

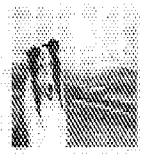
LARRYBOY (& Design)

	LARRYBOY (& Design)					
Big Idea Entertainment, LLC		76335611	2710860	Apr 22 2003	9	Registered

LASSIE

Classic Media, LLC	LASSIE	72034711	0670403	Nov 25 1958	41	Registered
Classic Media, LLC	LASSIE	74370706	2219095	Jan 19 1999	9	Registered
Classic Media, LLC	LASSIE	74390911	2169777	Jun 30 1998	28	Registered
Classic Media, LLC	LASSIE	74507675	2000556	Sep 17 1996	5	Registered
Classic Media, LLC	LASSIE	74714226	2209373	Dec 8 1998	16	Registered
Classic Media, LLC	LASSIE	78928960	3242129	May 15 2007	31	Registered

Lassie & Mountains Design

Classic Media, LLC	Lassie & Mountains Design 	78801137	3490413	Aug 19 2008	31	Registered

LASSIE NATURAL WAY

Classic Media, LLC	LASSIE NATURAL WAY	78928964	3356320	Dec 18 2007	31	Registered

LITTLE DOT (Stylized)						
Classic Media, LLC	LITTLE DOT (Stylized)	73557367	1410490	Sep 23 1986	16	Registered
LITTLE LULU						
Classic Media, LLC	LITTLE LULU	72460870	0990189	Aug 6 1974	16	Registered
LONE RANGER						
Classic Media, LLC	LONE RANGER	74366207	2168772	Jun 30 1998	16	Registered
Classic Media, LLC	LONE RANGER	74370704	2173208	Jul 14 1998	9	Registered
Classic Media, LLC	LONE RANGER	77472200	3850556	Sep 21 2010	25	Registered
Classic Media, LLC	LONE RANGER	77555750	3642471	Jun 23 2009	28	Registered
Lone Ranger (SENSORY MARK)						
Classic Media, LLC	Lone Ranger (SENSORY MARK)	74639801	2155923	May 12 1998	41	Registered
Classic Media, LLC	Lone Ranger (SENSORY MARK)	74639802	2155924	May 12 1998	9	Registered
Classic Media, LLC	Lone Ranger (SENSORY MARK)	77894719			28	Pending

LONE RANGER (THE)						
Classic Media, LLC	LONE RANGER (THE)	72165011	0770533	May 26 1964	41	Registered
Classic Media, LLC	LONE RANGER (THE)	73426785	1314682	Jan 15 1985	21	Registered
Classic Media, LLC	LONE RANGER (THE)	77899189	3921781	Feb 22 2011	16	Registered
MR. MAGOO						
Classic Media, LLC	MR. MAGOO	76250764	3105433	Jun 20 2006	41	Registered
Classic Media, LLC	MR. MAGOO	85755145			9	Pending
NATURAL WAY						
Classic Media, LLC	NATURAL WAY	78727921	3341384	Nov 20 2007	31	Registered
ORIGINAL CHRISTMAS CLASSICS (THE)						
Classic Media, LLC	ORIGINAL CHRISTMAS CLASSICS (THE)	77486899	3741291	Jan 9 2010	9	Registered
PETER COTTONTAIL						
Classic Media, LLC	PETER COTTONTAIL	85671457			30	Pending

PIRATES WHO DON'T DO ANYTHING (THE)						
Big Idea Entertainment, LLC	PIRATES WHO DON'T DO ANYTHING (THE)	77010861	3606394	Apr 14 2009	28	Registered
Big Idea Entertainment, LLC	PIRATES WHO DON'T DO ANYTHING (THE)	77010902	3709045	Nov 10 2009	9	Registered
PLAYFUL LITTLE AUDREY (Stylized)						
Classic Media, LLC	PLAYFUL LITTLE AUDREY (Stylized)	72108482	0722261	Oct 3 1961	16	Registered
RAISED BY ROBOTS						
Classic Media, LLC	RAISED BY ROBOTS	85700962			16	Pending
Classic Media, LLC	RAISED BY ROBOTS	85700973			41	Pending
RICHIE RICH						
Classic Media, LLC	RICHIE RICH	77808235	3770906	Apr 6 2010	16	Registered

RICHIE RICH THE POOR LITTLE RICH BOY (Stylized)

	RICHIE RICH THE POOR LITTLE RICH BOY (Stylized)					
Classic Media, LLC		72124545	0730456	Apr 24 1962	16	Registered

SANTA CLAUS IS COMIN' TO TOWN

Classic Media, LLC	SANTA CLAUS IS COMIN' TO TOWN	77948159	3979059	Jun 14 2011	9	Registered
Classic Media, LLC	SANTA CLAUS IS COMIN' TO TOWN	77948162	3979070	Jun 14 2011	41	Registered

SANTA CLAUS IS COMIN TO TOWN (stylized)

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Classic Media, LLC		78411437	3059585	Feb 14 2006	30	Registered
	SANTA CLAUS IS COMIN TO TOWN (stylized)					
Classic Media, LLC		78411489	2951732	May 17 2005	16	Registered

SATURDAY MORNING TV

Classic Media, LLC	SATURDAY MORNING TV	77506414	3958173	May 10 2011	25	Registered

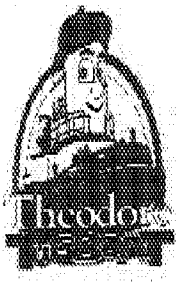
SUNDAY MORNING VALUES, SATURDAY MORNING FUN!

Big Idea Entertainment, LLC	SUNDAY MORNING VALUES, SATURDAY MORNING FUN!	75519330	2582601	Jun 18 2002	41	Registered
Big Idea Entertainment, LLC	SUNDAY MORNING VALUES, SATURDAY MORNING FUN!	85363293	4114317	Mar 20 2012	9	Registered

THE LITTLE DRUMMER BOY

Classic Media, LLC	THE LITTLE DRUMMER BOY	85370435	4114474	Mar 20 2012	28	Registered

THEODORE TUGBOAT (& Design)

Classic Media, LLC	THEODORE TUGBOAT (& Design) 	75419521	3172783	Nov 21 2006	9,25,41	Registered

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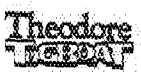
Classic Media, LLC		75419519	3172752	Nov 21 2006	9,25,41	Registered
UNDERDOG						
	UNDERDOG					
Classic Media, LLC		75167390	2457509	Jun 5 2001	9	Registered
	UNDERDOG					
Classic Media, LLC		75182377	2145933	Mar 24 1998	41	Registered
VALUES TO GROW BY						
	VALUES TO GROW BY					
Big Idea Entertainment, LLC		77703389	3941248	Apr 5 2011	16	Registered
VEGGIETALES						
	VEGGIETALES					
Big Idea Entertainment, LLC		74492523	1869418	Dec 27 1994	9	Registered
	VEGGIETALES					
Big Idea Entertainment, LLC		74612988	2167848	Jun 23 1998	16,25,28	Registered