

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DreamWorks Animation L.L.C.		11/02/2004	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	New York banking corporation:

PROPERTY NUMBERS Total: 82

Property Type	Number	Word Mark
Serial Number:	76258058	ALIENATORS: EVOLUTION CONTINUES
Serial Number:	76265734	ALIENATORS: EVOLUTION CONTINUES
Serial Number:	75289136	ANTZ
Serial Number:	76127528	CHAKULAN
Serial Number:	75699389	CHICKEN RUN
Serial Number:	75980425	CHICKEN RUN
Serial Number:	75673343	CHICKEN RUN
Serial Number:	76529718	2
Serial Number:	74681496	DREAMWORKS
Serial Number:	74619364	DREAMWORKS
Serial Number:	75975436	DREAMWORKS
Serial Number:	74619363	DREAMWORKS
Serial Number:	76544281	DREAMWORKS A SHARK'S TALE
Serial Number:	76067567	DREAMWORKS

OP \$2065.00 76258058

Serial Number:	75981274	DREAMWORKS
Serial Number:	78411232	DREAMWORKS ANIMATION
Serial Number:	76580047	DREAMWORKS ANIMATION
Serial Number:	78409807	DREAMWORKS ANIMATION
Serial Number:	78485486	DREAMWORKS ANIMATION SKG
Serial Number:	78485455	DREAMWORKS ANIMATION SKG
Serial Number:	76548635	DREAMWORKS ANOTHER SHARK TALE
Serial Number:	75878196	DREAMWORKS INTERACTIVE
Serial Number:	75137656	DREAMWORKS RECORDS
Serial Number:	76546395	DREAMWORKS SHARK TALE
Serial Number:	74620379	DREAMWORKS SKG
Serial Number:	76205975	DULOC
Serial Number:	75938664	ESPERANZA
Serial Number:	76545588	FAIRY TALE FUGITIVES
Serial Number:	76351326	S
Serial Number:	76486605	FATHER OF THE PRIDE
Serial Number:	76486828	FATHER OF THE PRIDE
Serial Number:	76411577	FLUSHED AWAY
Serial Number:	76569828	GIANT GINGY
Serial Number:	76473756	GINGY
Serial Number:	76544282	GINGY'S FUN FACTORY
Serial Number:	76488183	GINGY'S POP SHOP
Serial Number:	76544283	GINGYLAND
Serial Number:	75345739	GOLD AND GLORY: THE ROAD TO EL DORADO
Serial Number:	76530872	HOUSEBREAKERS
Serial Number:	76548634	HOUSEBROKEN
Serial Number:	75981598	INVASION AMERICA
Serial Number:	75390446	INVASION AMERICA
Serial Number:	76573662	KUNG FU PANDA
Serial Number:	76393800	LOOK FOR THE MARK
Serial Number:	75938667	LORD FARQUAAD
Serial Number:	76246239	MADAGASCAR
Serial Number:	76581181	MADAGASCAR
Serial Number:	78480464	MADAGASCAR
Serial Number:	76530808	MIKE OF ARABIA

Serial Number:	76321829	OUT OF SIBERIA
Serial Number:	76411670	OVER THE HEDGE
Serial Number:	75054095	PACIFIC DATA IMAGES
Serial Number:	74713576	PDI
Serial Number:	74713577	PDI
Serial Number:	76250981	PDI DREAMWORKS
Serial Number:	76545589	PRINCE CHARMING
Serial Number:	75938666	PRINCESS FIONA
Serial Number:	76472154	PUSS IN BOOTS
Serial Number:	76467809	RAIN
Serial Number:	76439637	RATROPOLIS
Serial Number:	76410702	REX HAVOC
Serial Number:	76547047	REX HAVOC AND THE ATOMICS
Serial Number:	76261725	RUN MORRIS RUN
Serial Number:	76261724	RUN TORTOISE RUN
Serial Number:	76040789	SHREK
Serial Number:	76103750	SHREK
Serial Number:	76467808	SHREK 4D
Serial Number:	76467802	SHREK 4-D
Serial Number:	76460576	SHREK 4-D PRESENTED IN OGRE-VISION
Serial Number:	76296709	SHREK
Serial Number:	76278673	SHREK
Serial Number:	76196868	SHREK FAIRY TALE FREAKDOWN
Serial Number:	76419961	SINBAD: LEGEND OF THE SEVEN SEAS
Serial Number:	76036435	THE SPIRIT STALLION OF THE CIMARRON COLLECTION
Serial Number:	75889899	SPIRIT, STALLION OF THE CIMARRON
Serial Number:	76410703	THE BROMELIAD
Serial Number:	76550608	THE BUNGLES
Serial Number:	76514153	THE LOVE ARK
Serial Number:	76457345	THE WANDERER
Serial Number:	76097797	TOONSYLVANIA
Serial Number:	76530811	URBAN SWAMP WEAR
Serial Number:	76350792	

CORRESPONDENCE DATA

TRADEMARK
REEL: 002973 FRAME: 0711

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-2365
Email: LLevy@stblaw.com
Correspondent Name: Jason A. Cohen, 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:	509255/0284
NAME OF SUBMITTER:	Lea B. Levy

Total Attachments: 7
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GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), dated as of November 2, 2004 is made by the signatory hereto, in favor of JPMorgan Chase Bank, a New York banking corporation, 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 ("DW Animation"), the Lenders, the Administrative Agent, Société Générale, 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 DW Animation 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 Grantors 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 in which the Grantors now have or at any time in the future may acquire any right, title or interest, including the Trademarks; 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 DW Animation 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.

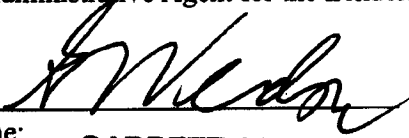
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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: 
Name: Katherine Kendrick
Title: Assistant Secretary

JPMORGAN CHASE BANK
as Administrative Agent for the Lenders

By: 

Name: **GARRETT J. VERDONE**
Title: **SENIOR VICE PRESIDENT**

509255-0284-10484-NY03.2392893

TRADEMARK
REEL: 002973 FRAME: 0716

Schedule A
U.S. Trademark Registrations and Applications

Trademark	Registration Number	Application Number
ALIENATORS: EVOLUTION CONTINUES		76/258058
ALIENATORS: EVOLUTION CONTINUES &HORIZONTAL DESIGN	2,830,417	76/265734
ANTZ	2,448,038	75/289136
CHAKULAN		76/127528
CHICKEN RUN	2,453,863	75/699389
CHICKEN RUN	2,470,638	75/980425
CHICKEN RUN	2,564,097	75/673343
DESIGN OF THE NUMBER 2 WITH EARS		76/529718
DREAMWORKS	2,088,559	74/681496
DREAMWORKS	2,326,951	74/619364
DREAMWORKS	2,404,894	75/975436
DREAMWORKS	2,457,467	74/619363
DREAMWORKS A SHARK'S TALE		76/544281
DREAMWORKS AND DESIGN OF BOY FISHING IN THE MOON	2,596,916	76/067567
DREAMWORKS AND DESIGN OF BOY FISHING IN THE MOON	2,665,088	75/981274
DREAMWORKS ANIMATION AND CLOUD DESIGN		78/411232
DREAMWORKS ANIMATION AND DESIGN OF BOY IN THE MOON		76/580047
DREAMWORKS ANIMATION AND DESIGN OF BOY IN THE MOON		78/409807
DREAMWORKS ANIMATION SKG AND DESIGN (BLUE)		78/485486
DREAMWORKS ANIMATION SKG AND DESIGN (COLOR)		78/485455
DREAMWORKS ANOTHER SHARK TALE		76/548635
DREAMWORKS INTERACTIVE	2428314	75/878196
DREAMWORKS RECORDS & DESIGN	2,316,906	75/137656
DREAMWORKS SHARK TALE		76/546395
DREAMWORKS SKG & DESIGN	2,416,011	74/620379
DULOC	2,599,238	76/205975
ESPERANZA	2,663,856	75/938664
FAIRY TALE FUGITIVES		76/545588
FANCIFUL "S" DESIGN	2,865,459	76/351326
FATHER OF THE PRIDE		76/486605
FATHER OF THE PRIDE		76/486828
FLUSHED AWAY		76/411577

GIANT GINGY		76/569828
GINGY		76/473756
GINGY'S FUN FACTORY		76/544282
GINGY'S POP SHOP		76/488183
GINGYLAND		76/544283
GOLD AND GLORY: THE ROAD TO EL DORADO	2,487,847	75/345739
HOUSEBREAKERS		76/530872
HOUSEBROKEN		76/548634
INVASION AMERICA	2,632,505	75/981598
INVASION AMERICA & DESIGN	2,269,792	75/390446
KUNG FU PANDA		76/573662
LOOK FOR THE MARK	2,748,529	76/393800
LORD FARQUAAD	2,489,328	75/938667
MADAGASCAR		76/246239
MADAGASCAR		76/581181
MADAGASCAR LOGO		78/480464
MIKE OF ARABIA		76/530808
OUT OF SIBERIA		76/321829
OVER THE HEDGE		76/411670
PACIFIC DATA IMAGES	2,118,854	75/054095
PDI	2,023,304	74/713576
PDI & DESIGN	2,124,688	74/713577
PDI DREAMWORKS AND DESIGN	2,644,242	76/250981
PRINCE CHARMING		76/545589
PRINCESS FIONA	2,489,327	75/938666
PUSS IN BOOTS		76/472154
RAIN	2,761,527	76/467809
RATROPOLIS		76/439637
REX HAVOC		76/410702
REX HAVOC AND THE ATOMICS		76/547047
RUN MORRIS RUN		76/261725
RUN TORTOISE RUN		76/261724
SHREK	2,553,888	76/040789
SHREK	2,636,584	76/103750
SHREK 4-D AND CHARACTER DESIGN	2,851,704	76/467808
SHREK 4-D AND DESIGN	2,848,859	76/467802
SHREK 4-D PRESENTED IN OGRE VISION	2,848,805	76/460576
SHREK AND DESIGN	2,594,275	76/296709
SHREK AND DESIGN	2,617,695	76/278673
SHREK EARS DESIGN	2,865,457	76/350792
SHREK FAIRY TALE FREAKDOWN	2,586,563	76/196868
SINBAD: LEGEND OF THE SEVEN SEAS	2,841,122	76/419961
SPIRIT STALLION OF THE CIMARRON COLLECTION, THE	2,716,116	76/036435

SPIRIT, STALLION OF THE CIMARRON	2,669,627	75/889899
THE BROMELIAD		76/410703
THE BUNGLES		76/550608
THE LOVE ARK		76/514153
THE WANDERER		76/457345
TOONSYLVANIA & DESIGN	2,589,581	76/097797
URBAN SWAMP WEAR		76/530811

509255-0284-10484-NY03.2392893

RECORDED: 11/10/2004

TRADEMARK
REEL: 002973 FRAME: 0719