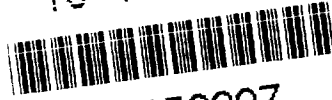


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10-17-2002



102252297

SHEET

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

PLY

10-17-02

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

DreamWorks L.L.C.

10-17-02

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware Limited Liability Company

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: JPMorgan Chase Bank, as Administrative Agent

Internal Address: _____

Street Address: P.O. Box 2558

City: Houston State: TX ZIP: 77252

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: October 15, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See Attached Continuation of Item Four

B. Trademark Registration No.(s)

See Attached Continuation of Item Four

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jason A. Cohen, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 83

7. Total fee (37 CFR 3.41): \$2,090.00
 Enclosed
 Authorized to be charged to credit card

8. Deposit account number: _____

10/17/2002 DBYRNE 00000159 76426055

DO NOT USE THIS SPACE

OL FO:4521 40.00 OP
CL FO:4522 2050.00 OP

Jason A. Cohen, Esq.
Name of Person Signing

Signature

10/16/2002
Date

Total number of pages including cover sheet, attachments, and documents: 11

CONTINUATION OF ITEM FOUR FROM RECORDATION COVER SHEET

4. Application number(s) or registration number(s):

App. No.	App. No.	App. No.	App. No.
76/426,055	76/411,577	75/938,665	76/350,792
76/258,058	76/358,735	76/439,637	76/273,262
76/265,733	75/981,598	76/410,702	76/419,961
76/265,734	76/393,800	76/261,725	76/036,435
76/127,528	76/246,239	76/261,724	75/889,899
75/981,274	76/320,951	76/351,326	76/314,091
75/938,664	75/723,607	76/181,934	76/410,703
76/168,017	76/321,829	76/103,750	76/150,416
76/207,848	76/411,670	76/278,673	76/278,690
76/358,598	76/250,981		

Reg. No.	Reg. No.	Reg. No.	Reg. No.
2,448,038	2,326,951	2,354,107	2,243,817
2,273,001	2,428,314	2,265,636	2,553,888
2,416,586	2,316,906	2,489,328	2,594,275
2,470,638	2,416,011	2,265,637	2,586,563
2,453,863	2,599,238	2,118,854	2,369,408
2,564,097	2,242,125	2,023,304	2,404,517
2,257,949	2,416,554	2,124,688	2,076,522
1,728,070	2,487,847	2,279,842	2,104,319
2,088,559	2,273,002	2,269,380	2,565,243
2,404,894	2,269,778	2,489,327	2,243,850
2,457,467	2,269,792	2,273,003	2,589,581
2,596,916			

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of October 15, 2002 is made by each of the signatories 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 August 22, 2002 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among DreamWorks L.L.C., a Delaware limited liability company (“DreamWorks”), the Lenders, the Administrative Agent, The Bank of Nova Scotia, Dresdner Bank AG, ING Capital LLC and Societe Generale, as Co-Documentation Agents, and Fleet National Bank, 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 signatories hereto, have executed and delivered a Guarantee and Collateral Agreement, dated as of August 22, 2002, 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 Grantors signatory hereto have 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 Grantors signatory hereto agree, 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. Each 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 Grantors 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.

SECTION 4. Acknowledgment. The Grantors signatory hereto do 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 L.L.C.

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

DREAMWORKS TELEVISION L.L.C.

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

JPMORGAN CHASE BANK
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 L.L.C.

By: _____
Name:
Title:

DREAMWORKS TELEVISION L.L.C.

By: _____
Name:
Title:

JPMORGAN CHASE BANK
as Administrative Agent for the Lenders

By: AYMAN ZAMELI
Name: AYMAN ZAMELI
Title: VICE PRESIDENT

SCHEDULE A

DreamWorks L.L.C.

U.S. Trademark Applications

<u>Title</u>	<u>Application Number</u>
THE ADVENTURES OF SANDEE THE SUPERMODEL	76/426,055
ALIENATORS: EVOLUTION CONTINUES	76/258,058
ALIENATORS: EVOLUTION CONTINUES & Design	76/265,733
ALIENATORS: EVOLUTION CONTINUES & Design	76/265,734
CHAKULAN	76/127,528
DREAMWORKS & Design	75/981,274
ESPERANZA	75/938,664
EVOLVERS	76/168,017
FAIRY TALE FUGITIVES	76/207,848
FLUSHED	76/358,598
FLUSHED AWAY	76/411,577
HIAWATHA	76/358,735
INVASION AMERICA	75/981,598
LOOK FOR THE MARK	76/393,800
MADAGASCAR	76/246,239
MAN VERSUS WOMAN	76/320,951
THE OTHERS	75/723,607
OUT OF SIBERIA	76/321,829
OVER THE HEDGE	76/411,670
PDI DREAMWORKS & Design	76/250,981
RAIN	75/938,665
RATROPOLIS	76/439,637

<u>Title</u>	<u>Application Number</u>
REX HAVOC	76/410,702
RUN MORRIS RUN	76/261,725
RUN TORTOISE RUN	76/261,724
S and Design	76/351,326
SHARKSLAYER	76/181,934
SHREK	76/103,750
SHREK & Design	76/278,673
Design Only [SHREK EARS]	76/350,792
SINBAD	76/273,262
SINBAD: LEGEND OF THE SEVEN SEAS	76/419,961
THE SPIRIT STALLION OF THE CIMARRON COLLECTION	76/036,435
SPIRIT, STALLION OF THE CIMARRON	75/889,899
TAKEN	76/314,091
THE BROMELIAD	76/410,703
UNDECLARED	76/150,416
WE CAME, WE SAW, WE SHAMPOOED	76/278,690

U.S. Trademark Registrations

<u>Title</u>	<u>Registration Number</u>
ANTZ	2,448,038
ARCHER	2,273,001
BIBO	2,416,586
CHICKEN RUN	2,470,638
CHICKEN RUN	2,453,863

<u>Title</u>	<u>Registration Number</u>
CHICKEN RUN	2,564,097
COMMANDO ELITE	2,257,949
DREAMWERKS	1,728,070
DREAMWORKS	2,088,559
DREAMWORKS	2,404,894
DREAMWORKS	2,457,467
DREAMWORKS	2,596,916
DREAMWORKS	2,326,951
DREAMWORKS INTERACTIVE	2,428,314
DREAMWORKS RECORDS & Design	2,316,906
DREAMWORKS SKG & Design	2,416,011
DULOC	2,599,238
FLATCHOO	2,242,125
FREAKS AND GEEKS	2,416,554
GOLD AND GLORY: THE ROAD TO EL DORADO	2,487,847
GORGONITES	2,273,002
INSANIAC	2,269,778
INVASION AMERICA & Design	2,269,792
IT'S LIKE, YOU KNOW	2,354,107
LINK STATIC	2,265,636
LORD FARQUAAD	2,489,328
OCULA	2,265,637
PACIFIC DATA IMAGES	2,118,854
PDI	2,023,304
PDI & Design	2,124,688

<u>Title</u>	<u>Registration Number</u>
PRINCE OF EGYPT	2,279,842
THE PRINCE OF EGYPT	2,269,380
PRINCESS FIONA	2,489,327
PUNCHIT	2,273,003
SCIENCE MINUTE	2,243,817
SHREK	2,553,888
SHREK	2,594,275
SHREK FAIRY TALE FREAKDOWN	2,586,563
SIGNATURE SELECTION	2,369,408
SLAMFIST	2,404,517
SPIN CITY	2,076,522
SPIN CITY & Design	2,104,319
THE JOB	2,565,243
TOONSYLVANIA	2,243,850
TOONSYLVANIA	2,589,581

SCHEDULE A

DreamWorks Television L.L.C.

U.S. Trademark Registrations

Title

Registration Number

HIGH INCIDENT

2,043,864

509255-0284-02424-NY01.2226133.1

RECORDED: 10/17/2002

**TRADEMARK
REEL: 2594 FRAME: 0809**