

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DreamWorks Animation L.L.C.		07/11/2008	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 97**

Property Type	Number	Word Mark
Registration Number:	2903599	ALIENATORS: EVOLUTION CONTINUES
Registration Number:	2830417	ALIENATORS: EVOLUTION CONTINUES
Serial Number:	77488659	BRINGING UGLY BACK
Serial Number:	78518579	CROOD AWAKENING
Registration Number:	2986590	2
Registration Number:	2326951	DREAMWORKS
Registration Number:	2404894	DREAMWORKS
Registration Number:	2457467	DREAMWORKS
Registration Number:	3314499	DREAMWORKS
Registration Number:	2665088	DREAMWORKS
Registration Number:	2596916	DREAMWORKS
Serial Number:	77122626	DREAMWORKS ANIMATION SKG
Serial Number:	77122608	DREAMWORKS ANIMATION SKG

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Serial Number:	77122557	DREAMWORKS ANIMATION SKG
Registration Number:	3370649	DREAMWORKS ANIMATION SKG
Registration Number:	3345120	DREAMWORKS ANIMATION SKG
Registration Number:	3225623	DREAMWORKS ANIMATION SKG
Registration Number:	3256946	DREAMWORKS ANIMATION SKG
Serial Number:	77093781	DREAMWORKS BEE MOVIE
Serial Number:	77165684	DREAMWORKS KUNG FU PANDA
Serial Number:	77165590	DREAMWORKS KUNG FU PANDA
Serial Number:	77315990	DREAMWORKS MEGA BAD GUYS
Registration Number:	2316906	DREAMWORKS RECORDS
Registration Number:	2957787	DREAMWORKS SHARK TALE
Registration Number:	3327526	DREAMWORKS SHREK THE THIRD
Registration Number:	2416011	DREAMWORKS SKG
Serial Number:	78943459	DREAMWORKS SKG
Serial Number:	77312107	DREAMWORKS SUPER BAD GUYS
Serial Number:	77480145	DREAMWORKS THEATRICALS
Serial Number:	77000570	DRONKEY
Registration Number:	2865459	S
Registration Number:	2919515	FATHER OF THE PRIDE
Serial Number:	78943103	FLUSHED AWAY
Serial Number:	77428199	GALLAXHAR
Registration Number:	2911446	GINGY
Registration Number:	2972179	GINGYLAND
Registration Number:	2931460	GINGY'S FUN FACTORY
Registration Number:	2935401	GINGY'S POP SHOP
Serial Number:	78960660	GINORMICA
Serial Number:	77168930	GO PO
Serial Number:	77232882	GUARDIANS OF CHILDHOOD
Serial Number:	78770550	HOW TO TRAIN YOUR DRAGON
Serial Number:	78968363	INSECTOSAURUS
Registration Number:	2269792	INVASION AMERICA
Serial Number:	76573662	KUNG FU PANDA
Serial Number:	77423774	KUNG FU PANDA
Registration Number:	2748529	LOOK FOR THE MARK
Registration Number:	2489328	LORD FARQUAAD

Registration Number:	3011693	MADAGASCAR
Registration Number:	3011888	MADAGASCAR
Registration Number:	3187467	MADAGASCAR
Serial Number:	77411308	MADAGASCAR ESCAPE 2 AFRICA
Serial Number:	77042514	MADAGASCAR: THE CRATE ESCAPE
Serial Number:	77335345	MASTER SHIFU
Serial Number:	77130747	MONSTERS VS. ALIENS
Serial Number:	77082370	OOGWAY
Registration Number:	3345789	OVER THE HEDGE
Serial Number:	77298403	PACIFIC DATA IMAGES
Registration Number:	2023304	PDI
Registration Number:	2644242	PDI DREAMWORKS
Serial Number:	77281454	PDI DREAMWORKS ANIMATION SKG
Serial Number:	77306483	
Serial Number:	78667799	POLAR OPPOSITES
Registration Number:	2489327	PRINCESS FIONA
Registration Number:	2965384	PUSS IN BOOTS
Registration Number:	2761527	RAIN
Serial Number:	76410702	REX HAVOC
Serial Number:	77010368	SHIFU
Registration Number:	2553888	SHREK
Registration Number:	2636584	SHREK
Serial Number:	78531749	SHREK
Registration Number:	3184995	SHREK
Registration Number:	3106944	SHREK
Registration Number:	2851704	SHREK 4D
Registration Number:	2848859	SHREK 4-D
Registration Number:	2848805	SHREK 4-D PRESENTED IN OGRE-VISION
Registration Number:	2617695	SHREK
Registration Number:	2594275	SHREK
Registration Number:	2865457	
Registration Number:	2586563	SHREK FAIRY TALE FREAKDOWN
Serial Number:	77199470	SHREK GOES FORTH
Serial Number:	77199493	SHREK GOES FOURTH
Serial Number:	77289826	SHREK 'N ROLL

Serial Number:	77250421	S
Serial Number:	77272038	SHREK THE HALLS
Serial Number:	77391717	SHREK THE MUSICAL
Serial Number:	77226966	SHREK: A MUSICAL FROM FAR, FAR AWAY
Registration Number:	2841122	SINBAD: LEGEND OF THE SEVEN SEAS
Registration Number:	2716116	THE SPIRIT STALLION OF THE CIMARRON COLLECTION
Registration Number:	2669627	SPIRIT, STALLION OF THE CIMARRON
Serial Number:	77082388	TAI LUNG
Serial Number:	78924485	THE BROMELIAD
Serial Number:	77283526	THE FIERCE FIVE
Serial Number:	77299384	THE FURIOUS FIVE
Serial Number:	77104214	THE LOVE ARK
Serial Number:	77411242	THE MUSICAL SHREK
Serial Number:	76457345	THE WANDERER

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 455-7976  
Email: ksolomon@stblaw.com  
Correspondent Name: Mindy M. Lok, Esq.  
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ATTORNEY DOCKET NUMBER:	509265/1296
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	08/28/2008

Total Attachments: 7  
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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of July 11, 2008 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 June 24, 2008 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among DreamWorks Animation SKG, Inc. ("DW Animation"), the Lenders party thereto, the Documentation Agent and Syndication Agent named therein, 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; 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 June 24, 2008, 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 listed on Schedule A hereto (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 under the Guarantee and Collateral Agreement; provided, however, that notwithstanding any of the other provisions set forth in this Section 2, the term "Trademark Collateral" shall not include 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: Secretary

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

By: *P. Clark Hallren*  
Name: P. Clark Hallren  
Title: Managing Director

Trademark Short Form Signature Page

TRADEMARK  
REEL: 003848 FRAME: 0347



**SCHEDULE A**

**U.S. Trademarks/Trademark Applications**

<b>Trademark</b>	<b>Registration or Application Number</b>
ALIENATORS: EVOLUTION CONTINUES	2,903,599
ALIENATORS: EVOLUTION CONTINUES & HORIZONTAL DESIGN	2,830,417
BRINGING UGLY BACK	77/488,659
CROOD AWAKENING	78/518,579
DESIGN OF THE NUMBER 2 WITH EARS	2,986,590
DREAMWORKS	2,326,951
DREAMWORKS	2,404,894
DREAMWORKS	2,457,467
DREAMWORKS AND BOY IN THE MOON	3,314,499
DREAMWORKS AND DESIGN OF BOY FISHING IN THE MOON	2,665,088
DREAMWORKS AND DESIGN OF BOY FISHING IN THE MOON	2,596,916
DREAMWORKS ANIMATION SKG & DESIGN	77/122,626
DREAMWORKS ANIMATION SKG & DESIGN	77/122,608
DREAMWORKS ANIMATION SKG & DESIGN	77/122,557
DREAMWORKS ANIMATION SKG AND BOY IN THE MOON	3,370,649
DREAMWORKS ANIMATION SKG AND DESIGN	3,345,120
DREAMWORKS ANIMATION SKG AND DESIGN (COLOR)	3,225,623
DREAMWORKS ANIMATION SKG LOGO	3,256,946
DREAMWORKS BEE MOVIE & DESIGN	77/093,781
DREAMWORKS KUNG FU PANDA AND DESIGN	77/165,684
DREAMWORKS KUNG FU PANDA AND DESIGN (WITH PO)	77/165,590
DREAMWORKS MEGA BAD BUYS	77/315,990
DREAMWORKS RECORDS & DESIGN	2,316,906
DREAMWORKS SHARK TALE	2,957,787
DREAMWORKS SHREK THE THIRD AND DESIGN	3,327,526
DREAMWORKS SKG & DESIGN	2,416,011
DREAMWORKS SKG (WITH COLOR DESIGN)	78/943,459
DREAMWORKS SUPER BAD GUYS	77/312,107
DREAMWORKS THEATRICALS	77/480,145
DRONKEY	77/000,570

Trademark	Registration or Application Number
FANCIFUL "S" DESIGN	2,865,459
FATHER OF THE PRIDE	2,919,515
FLUSHED AWAY	78/943,103
GALLAXHAR	77/428,199
GINGY	2,911,446
GINGYLAND	2,972,179
GINGY'S FUN FACTORY	2,931,460
GINGY'S POP SHOP	2,935,401
GINORMICA	78/960,660
GO PO AND DESIGN	77/168,930
GUARDIANS OF CHILDHOOD	77/232,882
HOW TO TRAIN YOUR DRAGON	78/770,550
INSECTOSAURUS	78/968,363
INVASION AMERICA & DESIGN	2,269,792
KUNG FU PANDA	76/573,662
KUNG FU PANDA	77/423,774
LOOK FOR THE MARK	2,748,529
LORD FARQUAAD	2,489,328
MADAGASCAR	3,011,693
MADAGASCAR	3,011,888
MADAGASCAR & DESIGN	3,187,467
MADAGASCAR ESCAPE 2 AFRICA	77/411,308
MADAGASCAR: THE CRATE ESCAPE	77/042,514
MASTER SHIFU	77/335,345
MONSTERS VS. ALIENS	77/130,747
OOGWAY	77/082,370
OVER THE HEDGE	3,345,789
PACIFIC DATA IMAGES	77/298,403
PDI	2,023,304
PDI DREAMWORKS AND DESIGN	2,644,242
PDI DREAMWORKS SKG AND DESIGN	77/281,454
PO (IN KUNG FU POSITION)	77/306,483
POLAR OPPOSITES	78/667,799
PRINCESS FIONA	2,489,327
PUSS IN BOOTS	2,965,384
RAIN	2,761,527
REX HAVOC	76/410,702
SHIFU	77/010,368
SHREK	2,553,888
SHREK	2,636,584
SHREK	78/531,749

<b>Trademark</b>	<b>Registration or Application Number</b>
SHREK	3,184,995
SHREK	3,106,944
SHREK 4-D AND CHARACTER DESIGN	2,851,704
SHREK 4-D AND DESIGN	2,848,859
SHREK 4-D PRESENTED IN OGRE VISION	2,848,805
SHREK AND DESIGN	2,617,695
SHREK AND DESIGN	2,594,275
SHREK EARS DESIGN	2,865,457
SHREK FAIRY TALE FREAKDOWN	2,586,563
SHREK GOES FOURTH	77/199,470
SHREK GOES FOURTH	77/199,493
SHREK 'N ROLL	77/289,826
SHREK S WITH EARS DESIGN	77/250,421
SHREK THE HALLS	77/272,038
SHREK THE MUSICAL	77/391,717
SHREK: A MUSICAL FROM FAR, FAR AWAY	77/226,966
SINBAD: LEGEND OF THE SEVEN SEAS	2,841,122
THE SPIRIT STALLION OF THE CIMARRON COLLECTION	2,716,116
SPIRIT, STALLION OF THE CIMARRON	2,669,627
TAI LUNG	77/082,388
THE BROMELIAD	78/924,485
THE FIERCE FIVE	77/283,526
THE FURIOUS FIVE	77/299,384
THE LOVE ARK	77/104,214
THE MUSICAL SHREK	77/411,242
THE WANDERER	76/457,345