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03-17-2005

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

3/4/05



To the Honorable Commissioner For

102858840

Documents or copy thereof:

1. Name of conveying party(ies):

DreamWorks LLC, 1000 Flower Street, Glendale, CA 91201
DreamWorks Inc., 1000 Flower Street, Glendale, CA 91201

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

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

Name & Address: DreamWorks Animation LLC
1000 Flower Street
Glendale, California 91201
Name & Address: DreamWorks, Inc.
1000 Flower Street
Glendale, California 91201

3. Nature of Conveyance:

☒ Assignment ☐ Merger☐ Security Agreement ☐ Change of NameRE-RECORD TO ADD AN ASSIGNOR
TO AN ASSIGNMENT RECORDED ON
Execution Date: October 27, 2004 R/F 015576

Additional name(s) & address(es) attached?

☐ Yes ☒ No

4. Application number(s) or patent number(s): 0990

A. Patent Application No.(s):

10/615,337; 10/633,266; 10/769,154; 10/797,585,
10/816,474; 10/933,054; 10/939,011

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

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

Name: Robert Sachs
Internal Address: Fenwick & West LLP
Street Address: Silicon Valley Center
801 California Street
City: Mountain View State: CA Zip Code: 94041

6. Total number of applications and patents involved: 7

7. Total fee (37 CFR 3.41): \$280.00

☐ Check Enclosed☐ Fee Transmittal Enclosed☒ Charge the indicated fees to the below mentioned deposit account.

8. Deposit Account No.: 19-2555

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robert Sachs, Reg. No. 42,120

Name of Person Signing

Signature

3/4/05

Date

Total number of pages including cover sheet, attachments, documents: 7

Mail documents to be recorded with required cover sheet information to: Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450.

Case Docket No.: 23564-01000

23564/01000/SF/5135408.

PATENT
REEL: 015806 FRAME: 0415

RECORDATION FORM COVER SHEET
PATENTS ONLYU.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner For Patents: Please record the attached original documents or copy thereof:

1. Name of conveying party(ies):
DreamWorks LLC, 1000 Flower Street, Glendale, CA 91201
Additional name(s) of conveying party(ies) attached?
☐ Yes ☒ No
2. Name and address of receiving party(ies):
Name & Address: DreamWorks Animation LLC
1000 Flower Street
Glendale, California 91201
Name & Address: DreamWorks, Inc.
1000 Flower Street
Glendale, California 91201
Additional name(s) & address(es) attached?
☐ Yes ☒ No
3. Nature of Conveyance:
☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
- Execution Date: October 27, 2004

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

A. Patent Application No.(s):
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10/816,474; 10/933,054; 10/939,011

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

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Internal Address: Fenwick & West LLP
Street Address: Silicon Valley Center
801 California Street
City: Mountain View State: CA Zip Code: 94041

6. Total number of applications and patents involved: 77. Total fee (37 CFR 3.41): \$280.00☐ Check Enclosed☐ Fee Transmittal Enclosed☒ Charge the indicated fees to the below mentioned deposit account.8. Deposit Account No.: 19-2555

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robert Sachs, Reg. No. 42,120

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, documents: 4

Mail documents to be recorded with required cover sheet information to: Mail Stop Assignment & Recordation Services, Director of the U.S. Patent and Trademark Office, P.O. Box 1458, Alexandria, VA 22313-1458.

Case Docket No.: 23564-01000

23564/01000/SF/5135408.

ASSIGNMENT OF PATENTS AND TECHNOLOGY
DREAMWORKS LLC TO
DREAMWORKS ANIMATION LLC AND DREAMWORKS INC.

This Assignment of Patents and Technology ("ASSIGNMENT"), dated as of October 27 ("EFFECTIVE DATE"), is entered into between and among DreamWorks LLC, a Delaware limited liability corporation, having a place of business at 1000 Flower Street, Glendale, California 91201 ("ASSIGNOR"), and DreamWorks Animation LLC, a Delaware limited liability corporation ("DWA LLC"), having a place of business at 1000 Flower Street, Glendale, California 91201 and DreamWorks Inc., a Delaware corporation, ("DW INC.") having a place of business at 1000 Flower Street, Glendale, California 91201 (DWA LLC together with DW INC., the "ASSIGNEES"), relating to the patents and technology set forth in Section 1, below.

WHEREAS, pursuant to that certain Separation Agreement between DreamWorks LLC, DWA LLC and DreamWorks Animation SKG, Inc., dated as of October 27, 2004 ("SEPARATION AGREEMENT"), the ASSIGNEES are acquiring all of ASSIGNOR'S right title and interest in and to domestic and foreign patents and patent applications, trade secrets, inventions (whether or not patentable), other proprietary information, written technical information, data, specifications, know-how, research and development information, engineering drawings, operating and maintenance manuals, animation techniques and processes and materials and analyses prepared by consultants and other third parties, and licenses from third persons granting the right to use any of the foregoing, in each case, that are used, held for use or intended to be used primarily in the operation or conduct of the Animated Motion Picture Business (as defined in the SEPARATION AGREEMENT), and licenses from third persons granting the right to use any of the foregoing;

ASSIGNOR and the ASSIGNEES agree (for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged) as follows:

1. ASSIGNOR for itself and its successors, transferees, and assignees does hereby sell, assign, transfer and set over an undivided 99% interest to DWA LLC, its successors, transferees and assignees and an undivided 1% interest to DW INC., its successors, transferees and assignees (which 1% undivided interest DW INC. hereby sells, assign, transfers and sets over to DWA LLC its successors, transferees and assignees):
 - a. Its entire worldwide right, title and interest in and to all:
 - i. issued United States and foreign patents, in each case, that are used, held for use or intended to be used primarily in the operation or conduct of the Animated Motion Picture Business (as defined in the SEPARATION AGREEMENT);
 - ii. inventions and improvements, in each case, that are used, held for use or intended to be used primarily in the operation or conduct of the Animated Motion Picture Business (as defined in the SEPARATION AGREEMENT), that are disclosed in any patent applications, including without limitation any provisional applications filed under 35 U.S.C. §111(b) or non-provisional applications filed under 35 U.S.C. §111(a) as well as all utility, divisional, continuation, continuation-in-part, substitute, renewal, reissue, and other applications that have been or may be filed in the United States or elsewhere in the world, all patents (including reissues and re-examinations) which may be granted on said applications and all right of priority in such applications, together with all rights to recover damages for patent infringement and infringement of provisional rights;

iii. For avoidance of doubt, such pending applications include, but are not limited to:

1. VIRTUAL COLLABORATIVE EDITING ROOM, which was filed on July 7, 2003, now bearing U.S. application number 10/615,337;
 2. VIRTUAL CONFERENCE ROOM, which was filed on July 31, 2003, now bearing U.S. application number 10/633,266;
 3. WRAP DEFORMATION USING SUBDIVISION SURFACES, which was filed on January 29, 2004, now bearing U.S. application number 10/769,154;
 4. MULTIPLE SITE REMOTE LASER POINTER, which was filed on March 9, 2004, now bearing U.S. application number 10/797,585;
 5. CHARACTER DEFORMATION PIPELINE FOR COMPUTER-GENERATED ANIMATION, which was filed on March 31, 2004, now bearing U.S. application number 10/816,474;
 6. ANIMATION DEVELOPMENT ENVIRONMENT, which was filed on September 1, 2004, now bearing U.S. application number 10/933,054; and
 7. PAPERLESS DOCUMENT SHARING SYSTEM, which was filed on September 9, 2004, now bearing U.S. application number 10/939,011 and
- iii. processes or methods claimed in any of the foregoing. (Collectively, (i), (ii), (iii), and (iv) are "PATENTS").

- b. Its entire worldwide right, title and interest in and to moral rights, know-how, technical information, inventions (whether or not patentable), trade secrets, developments, discoveries, methods, techniques, formulas, processes, or applications or technology related thereto, including any similar intellectual property and proprietary rights and computer programs and software (including without limitation source code, object code and data) data, specifications, know-how, research and development information, engineering drawings, operating and maintenance manuals, animation techniques and processes and materials and analyses prepared by consultants and other third parties, in each case, that are used, held for use or intended to be used primarily in the operation or conduct of the Animated Motion Picture Business (as defined in the SEPARATION AGREEMENT), and licenses from third persons granting the right to use any of the foregoing, existing as of the effective date, including without limitation any and all upgrades and improvements that are used, held for use or intended to be used primarily in the operation or conduct of the Animated Motion Picture Business (as defined in the SEPARATION AGREEMENT) ("TECHNOLOGY"). The parties acknowledge and agree that the term "TECHNOLOGY" is not intended to include intellectual property rights to motion pictures, screenplays, titles, stories, narratives, characters, music, fiction or non-fiction works, plays or similar creative works.

2. ASSIGNOR agrees to take the following actions, when reasonably requested, and at the expense of the ASSIGNEES, in order to carry out the intent of this ASSIGNMENT execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEES the rights, titles and interests herein conveyed and communicate to ASSIGNEES all known facts relating to the subject matter of the PATENTS and TECHNOLOGY. ASSIGNOR further agrees to provide any successor, transferee, assignee, or legal representative of ASSIGNEES with the benefits and assistance provided to ASSIGNEES hereunder.

3. As a result of this ASSIGNMENT, ASSIGNEES shall hold the rights to the PATENTS and TECHNOLOGY for ASSIGNEES' own use and enjoyment, and for the use and enjoyment of

ASSIGNEES' successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this ASSIGNMENT had not been made.

4 ASSIGNEES agree to assume all executory obligations of ASSIGNOR in connection with the PATENTS and TECHNOLOGY.

5 This ASSIGNMENT shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. For avoidance of doubt, ASSIGNOR hereby confirms that ASSIGNEES shall have the right to assign any or all of this ASSIGNMENT.

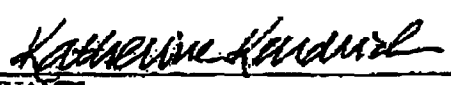
6 This ASSIGNMENT is subject in all respects to the terms and conditions of the SEPARATION AGREEMENT, and to the extent of any inconsistency, the terms of the SEPARATION AGREEMENT shall control.

IN WITNESS WHEREOF, the parties hereto have executed this ASSIGNMENT as of the day and year above written.

ASSIGNOR


[NAME]
[TITLE]
DreamWorks LLC
1000 Flower Street
Glendale, California 91201

ASSIGNEE


[NAME]
[TITLE]
DreamWorks Animation LLC
1000 Flower Street
Glendale, California 91201

ASSIGNEE


[NAME]
[TITLE]
DreamWorks Inc.
1000 Flower Street
Glendale, California 91201