

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Pacific Data Images L.L.C.	07/11/2008

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252

PROPERTY NUMBERS Total: 13

Property Type	Number
Application Number:	11408811
Application Number:	10751328
Patent Number:	7342580
Application Number:	12055279
Patent Number:	7248270
Application Number:	11880752
Patent Number:	5767857
Patent Number:	5892691
Patent Number:	5422986
Patent Number:	6108011
Patent Number:	6326972
Application Number:	12012626
Application Number:	11707346

CORRESPONDENCE DATA

PATENT

500633183

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ATTORNEY DOCKET NUMBER:

509265/1296

NAME OF SUBMITTER:

Mindy M. Lok

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN PATENT RIGHTS

THIS GRANT OF SECURITY INTEREST IN PATENT 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.

WITNESSETH:

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 Patents; 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 patents listed on Schedule A hereto (collectively, the "Patent 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 "Patent 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 Patent 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.

PACIFIC DATA IMAGES 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

Patent Short Form Signature Page

SCHEDULE A**U.S. Patents and Patent Applications****Pacific Data Images L.L.C.**

<u>Title</u>	<u>Patent or Application Number</u>
Goal-directed cloth simulation	11/408,811
Integrating particle rendering and three-dimensional geometry rendering	10/751,328
Surface compression based on reference geometry in animation models	7,342,580
Modeling hair using interpolation and clumping in an iterative process	12/055,279
Stroke-based posing of three-dimensional models	7,248,270
Stroke-based posing of three-dimensional models	11/880,752
Method, apparatus, and software product for generating outlines for raster-based rendered images	5,767,857
Method, apparatus, and software product for generating weighted deformations for geometric models	5,892,691
Method for generating soft-edge mattes for visual elements of images	5,422,986
Shape interpolation for computer-generated geometric models using independent shape parameters for parametric shape interpolation curves	6,108,011
3D stroke-based character modeling suitable for efficiently rendering large crowds	6,326,972
Hybrid volume rendering in computer implemented animation	12/012,626
Soft shadows for cinematic lighting for computer graphics	11/707,346