

10-09-2003

ER SHEET  
ONLY

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



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Tab settings -> ->

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.**

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: October 5, 2003

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  
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

76/529,718 ; 76/544,281 ; 76/546,395 ; 76/545,588 ; 76/544,388  
76/544,282 ; 76/544,283 ; 76/534,127 ; 76/537,421 ; 76/530,872  
76/530,808 ; 76/545,589 ; 76/530,812 ; 76/530,811

B. Trademark Registration No.(s)

Additional number(s) 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 LLP

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: \_\_\_\_\_

14

7. Total fee (37 CFR 3.41): ..... \$365.00

- Enclosed
- Authorized to be charged to ~~deposit account~~ credit card

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

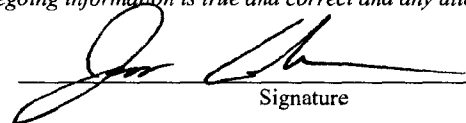
DO NOT USE THIS SPACE

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.*

Jason A. Cohen, Esq.

Name of Person Signing

  
Signature

10/8/03  
Date

Total number of pages including cover sheet, attachments, and document: 5

10/09/2003 ECR/EPER 00000067 76529718

01 FC:0021  
02 FC:0522

40.00 DP  
325.00 DP

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 002841 FRAME: 0147

GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), dated as of **October 5, 2003** 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 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 signatory 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 Grantor signatory hereto 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 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, including the Trademarks;

WHEREAS, after execution of the Credit Agreement and the Guarantee and Collateral Agreement, additional Trademarks (as set forth on Schedule A hereto) have been adopted or acquired by the Grantor signatory hereto; 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 DreamWorks 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 L.L.C.

By: *Katherine Kendrick*  
Name: Katherine Kendrick  
Title: Vice President

JPMORGAN CHASE BANK  
as Administrative Agent for the Lenders

By: *G. Verdone*  
Name:   
Title: GARRETT J. VERDONE  
SENIOR VICE PRESIDENT

**SCHEDULE A****U.S. Trademark Applications**

<u>Trademark</u>	<u>Application Number</u>
DESIGN OF THE NUMBER 2 WITH EARS	76/529718
DREAMWORKS A SHARK'S TALE	76/544281
DREAMWORKS SHARK TALE	76/546395
FAIRY TALE FUGITIVES	76/545588
GINGY	76/544388
GINGY'S FUN FACTORY	76/544282
GINGYLAND	76/544283
GO FISH	76/534127
GO FISH PICTURES AND DESIGN	76/537421
HOUSEBREAKERS	76/530872
MIKE OF ARABIA	76/530808
PRINCE CHARMING	76/545589
THE FROGGED PRINCE CLUB	76/530812
URBAN SWAMP WEAR	76/530811