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03-23-1999



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks

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off of copy thereof

1. Name of Party(ies) conveying an interest:

UBS AG, Stamford Branch, As Collateral Agent
677 Washington Blvd.
Stamford, Connecticut 05901

- Individual(s)
- General Partnership
- Corporation
- Other Bank
- Association
- Limited Partnership

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

2. Name and Address of Party(ies) receiving an interest:

OPR/FINANCE

Name: Skybox International Inc.
Internal Address: Executive Plaza
Street Address: 1120 Route 73 South
City: Mount Laurel State: New Jersey Zip: 08054

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation Delaware
- Other

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

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other Release of Security Interest In Trademarks
- Merger
- Change of Name

Execution Date: February 10, 1999

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

A. Trademark Application No.(s): See Attached

B. Trademark Registration No.(s): See Attached

Additional numbers attached? Yes No

75031080

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

Name: Mark H. Webbink, Esq.
Internal Address: Moore & Van Allen, PLLC
Street Address: 2200 West Main Street, Suite 800
City: Durham State: NC ZIP: 27705

6. Total number of applications and registrations involved: 29

7 Total fee (37 CFR 3.4): \$ 740.00

- Enclosed
- Authorized to be charged to deposit account (Any Deficiency)

8 Deposit account number:

13-4365

(Attach duplicate copy of this form 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.

Mark H. Webbink, Esq.
Name of Person Signing

[Signature]
Signature

3/10/99
Date

Total number of pages including cover sheet, attachments and document: 19

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

CERTIFICATE OF MAILING

I hereby certify that this paper is being deposited with the United States Postal Service as first class mail in an envelope addressed to the Commissioner Of Patent And Trademarks, Washington, DC 20231, BOX ASSIGNMENTS.

Kim Oakley
(Typed or printed name of person signing the certificate)

[Signature]
(Signature of the person signing the certificate)

3-10-99
(Date of Signature)

03/22/1999 JSABAZZ 00000091 75031080

01 FC:481
02 FC:482

40.00 OP
700.00 OP

**Skybox International Inc.
Pending Trademarks**

Trademark	Serial No.	Filing Date	Assignee of Security Interest
Impact	75/031080	December 11, 1995	
Impact	74/230305	December 16, 1991	
Skybox	75/370376	October 8, 1997	
Thunder Skybox	75/370279	October 8, 1997	

**Skybox International Inc.
Registered Trademarks**

Trademark	Reg. No.	Reg. Date	Assignee of Security Interest
Autographics	2,082,492	July 22, 1997	
Card-Shirts	1,728,644	October 27, 1992	
E Motion	2,067,632	June 3, 1997	
High Impact	1,907,841	July 25, 1995	
Impel and Design	1,729,340	November 3, 1992	
Line Drive and Design	1,722,983	October 6, 1992	
Line Drive and Design	1,766,680	April 20, 1993	
Major Impact	1,907,842	July 25, 1995	
Pre-Rookie	1,725,515	October 20, 1992	
Primetime	1,763,687	April 6, 1993	
Skybox	1,794,965	September 28, 1993	
Skybox	1,887,682	April 4, 1995	
Skybox	1,938,919	November 28, 1995	
Skybox	2,129,434	January 13, 1998	
Skybox	1,780,191	July 6, 1993	
Skybox International	1,777,816	June 22, 1993	
Skybox Master Series	1,928,693	October 17, 1995	
Skycaps	1,833,050	April 26, 1994	
Skydisc	1,920,877	September 19, 1995	
Skymotion	2,039,108	February 18, 1997	
Skyview	2,043,786	March 11, 1997	
Supreme Court	1,751,891	February 9, 1993	
To Win the World	1,899,795	June 13, 1995	

Total Impact	1,907,843	July 25, 1995	
Treasured Collections	1,739,038	December 8, 1992	.

**RELEASE OF SECURITY INTERESTS
(SKYBOX INTERNATIONAL, INC.)**

RELEASE dated as of February 10, 1999 with respect to Collateral in which Skybox International, Inc. (the "**Grantor**") has granted a security interest pursuant to (i) the Security Agreement (the "**Security Agreement**") dated as of September 28, 1998 among Marvel Enterprises, Inc. (formerly known as Toy Biz, Inc.) (the "**Borrower**"), the Subsidiary Guarantors (including the Grantor) and UBS AG, Stamford Branch, as Collateral Agent (the "**Collateral Agent**"), (ii) the Copyright Security Agreement dated as of September 28, 1998 between the Grantor and the Collateral Agent (the "**Skybox Copyright Agreement**"), (iii) the Trademark Security Agreement dated as of September 28, 1998 between the Grantor and the Collateral Agent (the "**Skybox Trademark Agreement**") and (iv) the Patent Security Agreement dated as of September 28, 1998 between the Grantor and the Collateral Agent (the "**Skybox Patent Agreement**").

W I T N E S S E T H :

WHEREAS, the Grantor is party to (i) the \$200,000,000 Credit Agreement dated as of September 28, 1998 (the "**Bridge Credit Agreement**") among the Borrower, the Guarantors party thereto, the Lenders party thereto (the "**Lenders**") and UB AG, Stamford Branch, as Agent and Collateral Agent (the "**Agent**") and (ii) the \$50,000,000 Credit Agreement dated as of September 28, 1998 (the "**Revolving Credit Agreement**") and together with the Bridge Credit Agreement, the "**Credit Agreements**") among the Borrower, the Guarantors, the Lenders, the Issuers referred to therein and the Agent;

WHEREAS, the Borrower proposes to consummate an Asset Sale pursuant to which the Borrower would dispose of substantially all of the assets and/or capital stock of its wholly-owned subsidiaries, Fleer Corp., Frank H. Fleer Corp. and Skybox International Inc. (the "**Fleer Sale**") pursuant to and in accordance with the Asset Purchase Agreement dated as of January 29, 1999 among Fleer Corp., Frank H. Fleer Corp., Skybox International, Inc. and Golden Cycle, LLC;

WHEREAS the Lenders and the Agent have consented to the Fleer Sale subject to the terms and conditions set forth in that certain Agreement dated as of February 3, 1999 among the Borrower, the Guarantors, Warburg Dillon Read LLC, UBS AG, Stamford Branch, as Lender, and the Agent (the "**Agreement**");

WHEREAS, the Borrower has requested the release of the security interests in certain Collateral granted by the Grantor in order to consummate the Flee Sale; and

WHEREAS, the Agent and the Lenders are willing to grant such release of security interests to the extent set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. *Defined Terms; References.* Unless otherwise specifically defined herein, each term used herein which is defined in either or both of the Credit Agreements or the Security Agreement has the meaning assigned to such term therein.

SECTION 2. *Release.* The Collateral Agent hereby releases, in accordance with Section 17(B) of the Security Agreement, all security interests in all Collateral to be sold or otherwise transferred to Golden Cycle, LLC or any of its subsidiaries pursuant to the Flee Sale (but not in the proceeds thereof), which security interests were granted by the Grantor pursuant to the Security Agreement, the Skybox Copyright Agreement, the Skybox Trademark Agreement and the Skybox Patent Agreement. Such release is made without representation, warranty or recourse, express or implied.

SECTION 3. *Effect of Agreement.* Except as expressly set forth herein, this Agreement does not constitute an amendment or waiver of any term or condition of either Credit Agreement, the Security Agreement or any other Loan Document (as defined in either Credit Agreement) and all such terms and conditions shall remain in full force and effect and are hereby ratified and confirmed in all respects.

SECTION 4. *Request by Borrower.* By its signature below, the Borrower affirms that this Release is being executed by the parties hereto pursuant to the Borrower's request in order to enable the Borrower to consummate the Flee Sale. The Borrower acknowledges that this Release shall not alter, release, discharge or otherwise affect any of its obligations under either Credit Agreement, the Security Agreement or any other Loan Document (as defined in either Credit Agreement), and hereby ratifies and confirms all of the Loan Documents (as so defined) to which it is a party.

SECTION 5. *Consent by Guarantors.* By its signature below, each Guarantor hereby consents to this Release, and acknowledges that, except as expressly set forth herein, this Release shall not alter, release, discharge or otherwise affect any of its obligations under either Credit Agreement, the Security


Agreement or any other Loan Document (as defined in either Credit Agreement), and hereby ratifies and confirms all of the Loan Documents (as so defined) to which it is a party.

SECTION 6. *Governing Law.* This Release shall be governed by and construed in accordance with the laws of the State of New York.


SECTION 7. *Counterparts.* This Release may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the undersigned parties hereto have caused this Release to be duly executed as of the date first above written.

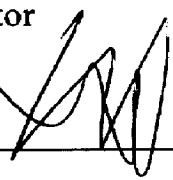
SKYBOX INTERNATIONAL, INC.,
as Grantor

By: 
Name:
Title:

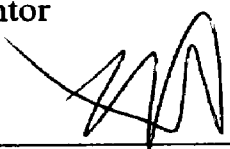
MARVEL ENTERPRISES, INC.

By: 
Name:
Title:

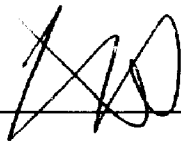
MARVEL ENTERTAINMENT GROUP,
INC., as Guarantor

By: 
Name:
Title:


THE ASHER CANDY COMPANY,
as Guarantor

By: 
Name:
Title:

FLEER CORP.,
as Guarantor

By: _____ 
Name:
Title:

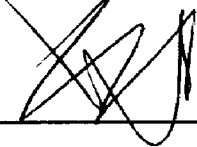
FRANK H. FLEER CORP.,
as Guarantor

By: _____ 
Name:
Title:


HEROES WORLD DISTRIBUTION,
INC., as Guarantor

By: _____ 
Name:
Title:

MALIBU COMICS ENTERTAINMENT,
INC., as Guarantor

By: _____ 
Name:
Title:

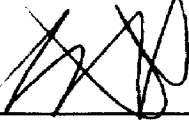
MARVEL CHARACTERS, INC.,
as Guarantor

By: _____ 
Name:
Title:

MARVEL DIRECT MARKETING,
INC., as Guarantor

By: 
Name:
Title:

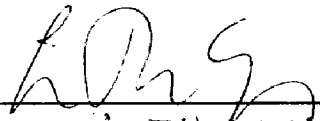
MARVEL RESTAURANT VENTURE
CORP., as Guarantor

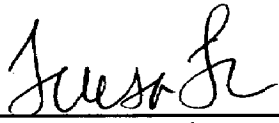
By: 
Name:
Title:

MRV, INC., as Guarantor

By: 
Name:
Title:


UBS AG, STAMFORD BRANCH, as
Agent and Collateral Agent

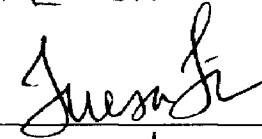
By: 
Name: L. THOMAS SPERRY
Title: EXECUTIVE DIRECTOR

By: 
Name: Teresa Lin
Title: Executive Director

CONSENTED TO BY REQUIRED
LENDERS:

UBS AG, STAMFORD BRANCH, as
Lender

By: 
Name: L. J. Thomas SECRETARY
Title: EXECUTIVE DIRECTOR

By: 
Name: Teresa Linn
Title: Executive Director

(NY) 20540/066/WAIVER/sky.rel