

10-25-2000



101496644

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New 10-4-00
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
09 08 00
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Name of Person Signing

Signature

Date Signed

SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of September 8, 2000, made by STAN LEE MEDIA, INC., a Colorado corporation ("Stan Lee") and Conan Properties, Inc., a New York corporation (the "Company") in favor of Conan Sales Co. LLC ("CSC"), a Delaware limited liability company, as the recipient of various guarantees from Stan Lee.

RECITALS

WHEREAS, Stan Lee has entered into the "Conan Stock Purchase Agreement" made as of August 31, 2000 (the "Purchase Agreement") pursuant to which Stan Lee purchased all of the issued and outstanding shares of the Company from certain sellers (the "Sellers") and as part of the consideration therefor, Stan Lee has agreed to make certain contingent payments of its shares and cash to CSC, which was formed by the Sellers to receive the contingent payments on their behalf in order to assure full payment of the purchase price.

WHEREAS, It is a condition of Closing of the Purchase Agreement that in order to assure such contingent payments, Stan Lee will cause the Company to assign certain trademarks and copyrights to CSC and grant CSC a security interest in all contracts granting licenses to third parties to use the Company's intellectual property and proceeds thereof including all income received by the Company from all licenses and agreements whether entered into prior or subsequent to the Closing;

NOW, THEREFORE, in consideration of the premises and to induce Sellers and CSC to enter into and close the Purchase Agreement, Stan Lee and the Company agree with CSC as follows:

1. **DEFINED TERMS.** As used in this Agreement, the following terms have the meanings set forth in or incorporated by reference below:

"Agreement" means this Agreement, as amended, supplemented or otherwise modified from time to time.

"Assigned IP" means all right title and interest in and to all common law trademarks, and trademark registrations, applications, and renewals and all of the good will associated with the business conducted under said trademarks and all of the right title and interest in and to all copyrights and copyright renewals owned by the Company on the Closing Date of the Purchase Agreement including those listed in ANNEX A hereto.

"Code" means the Uniform Commercial Code from time to time in effect in the State of New York.

"Collateral" means the "Assigned IP" and the "Secured Contracts and Income".

"Company IP" means all trademarks and copyrights owned by the Company (including the Assigned IP) and all other rights that the Company has to license or sell intellectual properties.

"Contingent Payments" means the Consideration provided in §1.2(c) and (d) of the Purchase Agreement.

"Event of Default" means (a) the failure of Stan Lee to (i) to deliver Guaranteed Shares or pay a cash payment of the Shortfall Amount on the Measurement Date; or (ii) deliver Additional Guaranteed Shares on the Second Measurement Date, or (iii) pay the Contingent Payment on the Measurement Date, if any such failure is not cured within 15 days of written notice to Stan Lee by CSC, (iv) repurchase the Initial Shares as provided in §1.9, if such failure is not cured within 15 days of written notice to Stan Lee by CSC; or (v) pay the Contingent Buy Back Liability if it becomes due (the requirements of Stan Lee to deliver the shares or make the payments referred to in the foregoing §(a)(i)-(v) in consideration of its payment obligations under the Purchase Agreement being collectively referred to as the "Obligations") or (b) if a receiver, liquidator or trustee shall be appointed for Stan Lee or the Company or either shall be adjudicated a bankrupt or insolvent, or if any petition for bankruptcy, reorganization or arrangement pursuant to federal bankruptcy law, or any similar federal or state laws, shall be filed by or against, consented to, or acquiesced in by Stan Lee or the Company or if any proceeding for the dissolution or liquidation of Stan Lee or the Company shall be instituted; provided, however, if such appointment, adjudication, petition or proceeding was involuntary and not consented to by either Stan Lee or the Company, upon the same not being discharged, stayed or dismissed within thirty (30) days.

"Proceeds" means all proceeds" as such term is defined in Section 9-306(1) of the Code.

"Secured Contracts and Income" means all present and after acquired contracts with any third party licensing the use of or sale of any Company IP and all proceeds thereof including all royalties, advances and other revenues received by the Company from the licensing and/or sale of Company IP or received by Stan Lee with respect to any of the Company IP".

Terms used herein but not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

2. ASSIGNMENT; GRANT OF SECURITY INTEREST. In order to secure the payment of the Obligations Stan Lee will cause the Company, and the Company hereby grants CSC a security interest in the Collateral as follows:

(a) *Assignment.* On the date hereof, Stan Lee will cause the Company to, and the Company does hereby grant to CSC security interest in all the Assigned IP, as collateral security for the prompt and complete payment when due of the Contingent Payment.

(i) To perfect and evidence such assignment, Stan Lee will cause the Company and the Company will execute forms of assignment to be filed in the US Patent and Trademark office and in the US Copyright Office in the forms annexed hereto as

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ANNEX B and the Company will execute and file appropriate UCC Form 1's in such jurisdictions and offices thereof as reasonably requested by Sellers.

(ii) Unless and until there is an Event of Default, CSC will not transfer or create any liens, claims or encumbrances in or upon the Assigned IP. Upon the occurrence of an Event of Default, CSC's remedies with respect to the Assigned IP shall be as provided in §6 and §7 below. If and when, all of the Contingent Liabilities have been paid in full and this Security Interest terminates, CSC will transfer the Assigned IP back to the Company or as directed by the Company, using the forms of assignment in the form annexed hereto as **ANNEX B**;

(b) *Grant of Security Interest in Secured Contracts and Income.* On the date hereof, Stan Lee will cause the Company to, and the Company does hereby grant to CSC, as collateral security for the prompt and complete payment when due of the Contingent Payment, a first priority security interest in:

(i) Secured Contracts and Income and all other royalties, advances and other income or consideration received or receivable by the Company or Stan Lee with respect of the Company IP;

(ii) all Proceeds of any of the foregoing.

3. REPRESENTATIONS AND WARRANTIES.

(a) Stan Lee and the Company represents and warrants that:

(i) Stan Lee and the Company are each duly authorized to execute this Agreement and this Agreement is duly enforceable against Stan Lee and the Company;

(ii) Neither Stan Lee nor the Company have taken any action which would prevent the assignment of the Assigned IP pursuant to §2(a) or the Company's granting the security interest in the Secured Contracts and Income pursuant to §2(b) or prevent CSC's interest in the Collateral, from constituting a valid, perfected first priority security interest in the Collateral, enforceable as such against all creditors of Stan Lee and the Company;

(iii) That prior to the Closing of the Purchase Agreement, the principal place of business and chief executive office of the Company was, for the immediately preceding four (4) months, located at 15 Stewart Place, Suite 3B, White Plains New York, and that following the closing, its offices will be at 15821 Ventura Blvd, Suite 675, Encino, CA 91436;

(iv) the exact name of the Company is Conan Property, Inc.

(v) Nothing in the Purchase Agreement or this Agreement, including the outstanding Obligations, shall cause the Purchase Agreement or this Agreement to be construed to be an executory contract. The parties agree that the Obligations are the balance of Stan Lee's payment under the Purchase Agreement for Stan Lee's acquisition

of all of the shares of the Company, which acquisition was completed at the Closing under the Purchase Agreement, simultaneously with the parties hereto entering this Security Agreement.

4. **COVENANTS.** Stan Lee and the Company covenant and agree with CSC that, from and after the date of this Agreement until the Contingent Payments have been made in full:

(a) *Delivery and Execution of Agreements.* At any time and from time to time, upon the written request of CSC, and at the sole expense of Stan Lee, Stan Lee shall promptly and duly cause the Company to, and the Company will, give, execute, deliver file and/or record such further instruments and documents and take such further actions as CSC may reasonably request for the purposes of obtaining, creating, perfecting, validating or preserving the full benefits of this Agreement and of the rights and powers herein granted including without limitation filing UCC financing or continuation statements, provided that the amount of the Contingent Payments shall not be increased thereby. Stan Lee and the Company hereby authorize CSC to file any such financing statement or continuation statement without the signature of Stan Lee or the Company to the extent permitted by law. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note, other instrument or chattel paper, such note, instrument or chattel paper shall be promptly delivered to CSC, duly endorsed in a manner satisfactory to CSC, to be held as Collateral pursuant to this Agreement.

(b) *Notices to Current Contracting Parties.* At the time of the signing of this Agreement, the Buyer and the Company will provide CSC with notices to all third parties who have entered into contracts with the Company prior to the Closing which could result in any Secured Contracts and Income payable to the Company, in the form annexed hereto as ANNEX C, which notifies each such party that CSC has a security interest in the Secured Interest and which (i) authorizes and directs such party to pay all Secured Contracts and Income to CSC if and when directed by CSC; and (ii) directs them that the Company is no longer authorized to agree to any amendment to their contracts with the Company, make any payment to the Company and that CSC is solely authorized to agree to any such amendments and accept any payment. CSC will hold such notices in escrow and send them out only upon the occurrence of an Event of Default

(c) *Future Contracts.* Stan Lee will cause the Company to, and the Company will, notify CSC of all new contracts (or amendments to existing contracts) entered into respecting any Company IP, ("Future Contracts") and will supply CSC with a copy thereof at least 10 days before the Company or Stan Lee executes such agreement. All Future Contracts (including amendments to existing contracts) will, as reasonably determined by CSC: (i) require the Company to receive fair and adequate consideration; (ii) be on an arms-length basis with bone fide third parties; (iii) be consistent with normal industry practices; (iv) will not provide for the payment of an unusually large advance against royalties or an advance which is likely to result delay the receipt of regular royalty payments more than one year after they would otherwise be payable and (v) be an appropriate use of the Assigned IP, given past practices. If Buyer wishes to enter an agreement to accept an advance which is likely to delay the receipt of royalties more than a year, Buyer must make a prior arrangement, reasonably satisfactory to CSC to hold the excess amount of the Advance in escrow so as to be available in the event of a

default, or to spend such amount to acquire for the Company assets to which the Company will grant CSC a Security interest, provided that such new assets have a realizable value, in CSC's reasonable determination, equal or greater than the volume of the asset sold or licensed. Additionally all such contracts must contain a clause in the form of **ANNEX D** which stating that CSC has a security interest in the Secured Contracts and Income and which: (i) authorizes and directs such party to pay all Secured and Income to CSC if and when directed by CSC; and (ii) directs them to notify CSC before agreeing to any amendment to such contract.

(d) *Reports/Access to Information.* The Company will provide CSC with quarterly statements, within 30 days following the end of each calendar quarter following the Closing, setting forth the amounts collected with respect to each of the contracts referred to in (b) and (c), and indicating whether any such contracts are in default. The Company and Stan Lee will afford representatives of CSC with full access during normal business hours to review and/or copy the business records, correspondence and internal memoranda regarding all such contracts.

(e) *Limitation on Liens.* Stan Lee will not create or permit the Company to, incur or permit to exist, any Lien or claim on or to the Collateral, other than the Liens created hereby, and will defend the right, title and interest of CSC in, to and Collateral against the claims and demands of all Persons whomsoever. Stan Lee will and will cause the Company to take all such action as is necessary to remove, any Lien or claim on or to the Collateral, other than the Liens created hereby, and will defend the right, title and interest of CSC in, to and under the Collateral against the claims and demands of all Persons whomsoever.

(f) *Changes in Location, Name, etc.* Stan Lee and the Company will not, unless (i) they shall have given ninety (90) days' prior written notice to CSC and (ii) they have taken all action necessary or advisable, in CSC's opinion, to protect and perfect the Liens and security interests intended to be created hereunder with respect to the Collateral, change the location of the principal place of business of the Company from that specified as its post-closing location in §3(a)(iii).

(g) *Maintenance of Assigned IP.* Notwithstanding the assignment provided in §2(a), the Company shall maintain the Assigned IP, including the filing at its expense of all required filings with governmental offices, and the taking of all reasonable steps (including if necessary litigation) at its expense to prevent infringement of the Assigned IP.

(h) *Maintenance of the Company.* Stan Lee will maintain the Company as a separate corporation, wholly owned by Stan Lee. Except as provided in §5, Stan Lee will not permit the Company to transfer or sell any of the Collateral or any Company IP.

5. USE OF COLLATERAL. Unless an Event of Default shall have occurred, the Company or Stan Lee may grant licenses to use Company IP (including the Assigned IP) in the ordinary course of its business, provided that each such License complies with §4(c), and the Company or Stan Lee may collect, use and pay as dividends all income therefrom. Upon the occurrence of an Event of Default, and any time thereafter, the Company or Stan Lee shall, upon receipt of any Secured Contracts and Income, hold the same in trust for CSC and shall forthwith endorse and transfer any such sums to CSC.

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6. *RIGHTS OF CSC.*

(a) If an Event of Default shall occur, CSC shall have the right to receive any and all income, cash dividends, distributions, proceeds or other property received or paid in respect of the Collateral and make application thereof to the Contingent Payments, in such order as CSC, in its sole discretion, may elect, in accordance with this Agreement and the Purchase Agreement. In connection therewith, CSC may notify all third parties to contracts referred to in §4(b) and §4(c) to make all future payments which are otherwise payable to the Company, directly to CSC until further notice.

(b) The rights of CSC under this Agreement shall not be conditioned or contingent upon the pursuit by CSC of any right or remedy against Stan Lee, the Company or against any other Person which may be or become liable in respect of all or any part of the Contingent Payments or against any other security therefor, guarantee thereof or right of offset with respect thereto. CSC shall not be liable for any failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so, nor shall it be under any obligation to sell or otherwise dispose of any Collateral upon the request of Stan Lee, the Company or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof.

(c) Upon payment of all of the Contingent Obligations this Security Agreement shall terminate and CSC shall execute and deliver to Stan Lee and the Company UCC-3 termination statements or similar documents and agreements to terminate all of CSC's rights under this Agreement.

(d) The powers conferred on CSC hereunder are solely to protect CSC's interest in the Collateral and shall not impose any duty upon CSC to exercise any such powers. CSC shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or agents shall be responsible to Stan Lee or the Company for any act or failure to act hereunder, except for its or their gross negligence or willful misconduct.

(e) If Stan Lee or the Company fail to perform or comply with any of their agreements contained herein and CSC, as provided for by the terms of this Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of CSC incurred in connection with such performance or compliance, together with interest at 10% per annum if such expenses are not paid on demand, shall be payable by Stan Lee to CSC on demand and shall constitute additional obligations secured hereby.

7. *REMEDIES.* If an Event of Default shall occur, CSC may exercise, in addition to all other rights and remedies granted in this Agreement, in the Purchase Agreement and in any other instrument or agreement with Stan Lee or the Company:

(a) all rights and remedies of a secured party under the Code (whether or not said Code is in effect in the jurisdiction where the rights and remedies are asserted) and such additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted, including, without

limitation, the right, to the maximum extent permitted by law, to exercise all voting, consensual and other powers of ownership pertaining to the Collateral as if CSC were the sole and absolute owner thereof (and Stan Lee and the Company agree to take all such action as may be appropriate to give effect to such right):

(b) CSC may make any reasonable compromise or settlement deemed desirable with respect to any of the Collateral and may extend the time of payment, arrange for payment in installments, or otherwise modify the terms of any of the Collateral:

(c) CSC in its discretion may, in its name or in the name of any Stan Lee or the Company or otherwise, demand, sue for, collect, direct payment of or receive any money or property at any time payable or receivable on account of or in exchange for any of the Collateral, but shall be under no obligation to do so.

(d) Without limiting the generality of the foregoing, CSC, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law or otherwise expressly required hereby) to or upon Stan Lee, the Company or any other Person (all and each of which demands, presentments, protests, advertisements and notices, or other defenses, are hereby waived to the extent permitted under applicable law), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, assign, give option or options to purchase or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, in the over-the-counter market, at any exchange, broker's board or office of CSC or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best in its sole discretion, for cash or on credit or for future delivery without assumption of any credit risk. CSC shall have the right, without notice or publication, to adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for such sale, and any such sale may be made at any time or place to which the same may be adjourned without further notice. CSC shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption of Stan Lee or the Company, which right or equity of redemption is hereby waived or released. CSC shall apply any Proceeds from time to time held by it and the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses of every kind incurred therein or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of CSC hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Contingent Payments, in such order as CSC may elect, and only after such application and after the payment by CSC of any other amount required by any provision of law, including, without limitation, Section 9-504(1)(c) of the Code, need CSC account for the surplus, if any, to Stan Lee or the Company. To the extent permitted by applicable law, Stan Lee and the Company waive all claims, damages and demands they may acquire against CSC arising out of the exercise by CSC of any of its rights hereunder, except for any claims, damages and demands they may have against CSC arising from the willful misconduct or gross negligence of CSC or its affiliates, or any agents or employees of the foregoing. If any notice of a proposed sale or other disposition of



Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least ten (10) days before such sale or other disposition.

(e) The rights, powers, privileges and remedies of CSC under this Agreement are cumulative and shall be in addition to all rights, powers, privileges and remedies available to CSC at law or in equity. All such rights, powers and remedies shall be cumulative and may be exercised successively or concurrently without impairing the rights of CSC hereunder.

(f) Stan Lee and the Company further shall use their best efforts to do or cause to be done all such other acts as may be reasonably necessary to make any sale or sales of all or any portion of the Collateral pursuant to §7 valid and binding and in compliance with any and all other applicable Requirements of Law. Stan Lee and the Company further agree that a breach of any of the covenants contained in §7 will cause irreparable injury to CSC, that CSC has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in §7 shall be specifically enforceable against Stan Lee and the Company, and Stan Lee and the Company hereby waive and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred.

(g) CSC shall not incur any liability as a result of the sale of any Collateral, or any part thereof, at any private sale conducted in a commercially reasonable manner, it being agreed that some or all of the Collateral is or may be of one or more types that threaten to decline speedily in value and that are not customarily sold in a recognized market. Stan Lee and the Company hereby waive any claims against CSC arising by reason of the fact that the price at which any of the Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale or was less than the aggregate amount of the Debt, even if CSC accepts the first offer received and does not offer any Collateral to more than one offeree, provided that CSC has acted in a commercially reasonable manner in conducting such private sale.

8. CREDIT TO STAN LEE AND RETURN OF SHARES. If subsequent to the Closing under the Purchase Agreement, the Company repurchases from Hasbro all rights to sell merchandise utilizing the Conan trademark then, at such time as there shall be an Event of Default and CSC seeks to enforce any of its remedies against the Company or Stan Lee, Stan Lee will be entitled to a "Credit" (effected as provided below) for the amount that the Company has paid to Hasbro less any advances or other royalties received by the Company with respect to any of such rights from the time of such repurchase until the time that CSC exercises such rights. Such "Credit" will be effected by CSC returning to Stan Lee such number of Stan Lee's shares equal to the product of the Market Price of such shares at the Closing of the Purchase Agreement, divided into the amount of such Credit.

9. LIMITATION ON DUTIES REGARDING COLLATERAL. CSC's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the Code or otherwise, shall be to deal with it in the same manner as CSC deals with similar securities and property for its own account. Neither CSC nor any of its directors, officers, employees or agents shall be liable for failure to demand, collect or realize

upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of Stan Lee or otherwise.

10. FINANCING STATEMENTS; OTHER DOCUMENTS. On the date hereof, Stan Lee and the Company shall deliver to CSC (a) the Assignment of the Assigned IP as provided in §2(a) , and (b) UCC-1 financing statements with respect to the Secured Contracts and Income by Stan Lee and the Company, as applicable and suitable for filing in such jurisdictions as CSC shall request. Stan Lee agrees to deliver any other document or instrument which CSC may reasonably request with respect to the Collateral for the purposes of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted.

11. ATTORNEY-IN-FACT. Without limiting any rights or powers granted by this Agreement to CSC, CSC is hereby appointed, which appointment as attorney-in-fact is irrevocable and coupled with an interest, the attorney-in-fact of each of Stan Lee and the Company for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instruments which CSC may deem necessary or advisable upon the occurrence of an Event of Default to accomplish the purposes hereof including, without limitation:

(a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(b) to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (a) above;

(c) to file any claims or take any action or institute any proceedings that CSC may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of CSC, with respect to any of the Collateral; and

(d) to execute, in connection with the sale provided for in §6 or §7 above, any endorsement, assignments, or other instruments of conveyance or transfer with respect to the Collateral.

If so requested by CSC, each of Stan Lee and the Company shall ratify and confirm any such sale or transfer by executing and delivering to CSC at Stan Lee's expense all proper deeds, bills of sale, instruments of assignment, conveyance of transfer and releases as may be designated in any such request.

12. INDEMNITY. Stan Lee and the Company agree, jointly and severally, to indemnify CSC from and against any and all claims, losses and liabilities growing out of or resulting from enforcement of this Agreement that are incurred thereby (including without limitation enforcement of this Agreement), except claims, losses or liabilities resulting from CSC's gross negligence or willful misconduct.

13. MISCELLANEOUS.

(a) *Severability.* Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(b) *Headings.* The headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

(c) *No Waiver; Cumulative Remedies.* CSC shall not by any act, delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of CSC, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by CSC of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which CSC would otherwise have on any future occasion. The rights, remedies, powers and privileges herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights, remedies, powers or privileges provided by law.

(d) *Waivers and Amendments; Successors and Assigns; Governing Law.* None of the terms or provisions of this Agreement may be waived, amended, or otherwise modified except by a written instrument executed by the party against which enforcement of such waiver, amendment, or modification is sought. This Agreement shall be binding upon and shall inure to the benefit of Stan Lee and the Company and their respective successors and assigns and shall inure to the benefit of CSC and its successors and assigns; provided that neither Stan Lee nor the Company shall have any right to assign its rights hereunder. The rights of CSC under this Agreement shall automatically be transferred to any transferee to which CSC transfers the Contingent Payments. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

(e) *Notices.* Notices by CSC to Stan Lee or the Company to be effective shall be in writing (including by facsimile transmission), addressed or transmitted to Stan Lee, and the Company at the address or facsimile number of set forth in the Purchase Agreement, and shall be deemed to have been duly given or made (i) when delivered by hand, (ii) upon receipt or rejection, after being deposited in the postal system, certified mail and postage pre-paid, (iii) one Business Day following timely delivery to a nationally recognized overnight courier service, or (iv) in the case of facsimile notices, when sent and electronically confirmed. Stan Lee and the Company may change addresses and transmission numbers by written notice to CSC. Any communications by Stan Lee to CSC may be given in any manner set forth in the immediately preceding sentence to the address or transmission number set forth in the Purchase Agreement.

(f) *Agents.* CSC may employ agents and attorneys-in-fact in connection herewith and shall not be responsible for their actions except for the gross negligence or willful misconduct of any such agents or attorneys-in-fact selected by it in good faith.

(g) *Counterparts.* This Agreement may be executed in any number of counterparts and all the counterparts taken together shall be deemed to constitute one and the same instrument.

(h) *Submission To Jurisdiction; Waivers.* To the extent permitted by applicable law, each of Stan Lee and the Company hereby irrevocably and unconditionally:

(i) submits for itself and its property in any legal action or proceeding relating to this Agreement, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the Courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(ii) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same; and

(iii) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction.

(i) *Waiver of jury trial, damages, jurisdiction.* Each of Stan Lee and CSC hereby agree to waive their rights to a jury trial on any claim or cause of action based upon or arising out of this agreement, the transactions contemplated by this agreement, or any dealings between any of Stan Lee and CSC. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. Each of Stan Lee and CSC acknowledge that this waiver is a material inducement to CSC to enter into a business relationship with Stan Lee. Each of Stan Lee and CSC represent and warrant that it has reviewed this waiver with its legal counsel, and that such waiver is knowingly and voluntarily given following consultation with legal counsel. This waiver is irrevocable, meaning that it may not be modified, either orally or in writing, and the waiver shall apply to any subsequent amendments, renewals, replacements, reaffirmations, supplements or modifications to this agreement, or any other documents or agreements relating to the transactions contemplated by this agreement. In the event of litigation, this agreement may be filed as a written consent to a trial by the court.

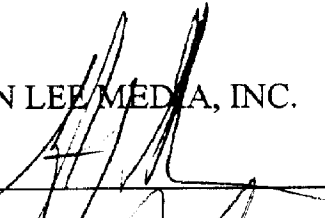
With respect to any action arising out of or relating to this agreement, each of Stan Lee, the Company and CSC shall and hereby does submit to the non-exclusive jurisdiction of the courts of the state of New York and the federal courts of the United States of America located in the state of New York (and any appellate courts taking appeals

therefrom). Each of Stan Lee, the company and CSC hereby waive and agree not to assert, as a defense in any action, suit or proceeding arising out of or relating to this agreement, (a) that it is not subject to such jurisdiction or that such action, suit or proceeding may not be brought or is not maintainable in those courts or that this agreement or the purchase agreement may not be enforced in or by those courts or that it is exempt or immune from execution, (b) that the action, suit or proceeding is brought in an inconvenient forum or (c) that the venue of the action, suit or proceeding is improper. In the event any such action, suit, proceeding or litigation is commenced, each of Stan Lee and CSC agree that service of process may be made, and personal jurisdiction over Stan Lee and CSC obtained, by service of a copy of the summons, complaint and other pleadings required to commence such litigation upon Stan Lee and CSC at the address of Stan Lee, the Company and CSC and to the attention of such person as set forth in §12(e).

(j) *No Special Damages.* No claim may be made by Stan Lee or the Company against CSC, its affiliates and its respective directors, officers, employees, or attorneys for any special, indirect or consequential damages ("Special Damages") in respect of any breach or wrongful conduct (whether the claim therefor is based on contract, tort or duty imposed by law) in connection with, arising out of, or in any way related to the transactions contemplated or relationship established by this Agreement, or any act, omission or event occurring in connection herewith or therewith; and to the fullest extent permitted by law of each Stan Lee and CSC hereby waive, release and agree not to sue upon any such claim for Special Damages, whether or not accrued and whether or not known or suspected to exist in its favor.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date set forth above.

STAN LEE MEDIA, INC.

By: 

Conan Sales Co. LLC

BY: 

Arthur Lieberman, Manager

CONAN PROPERTIES, INC.

BY: _____

therefrom). Each of Stan Lee, the company and CSC hereby waive and agree not to assert, as a defense in any action, suit or proceeding arising out of or relating to this agreement, (a) that it is not subject to such jurisdiction or that such action, suit or proceeding may not be brought or is not maintainable in those courts or that this agreement or the purchase agreement may not be enforced in or by those courts or that it is exempt or immune from execution, (b) that the action, suit or proceeding is brought in an inconvenient forum or (c) that the venue of the action, suit or proceeding is improper. In the event any such action, suit, proceeding or litigation is commenced, each of Stan Lee and CSC agree that service of process may be made, and personal jurisdiction over Stan Lee and CSC obtained, by service of a copy of the summons, complaint and other pleadings required to commence such litigation upon Stan Lee and CSC at the address of Stan Lee, the Company and CSC and to the attention of such person as set forth in §12(e).

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STAN LEE MEDIA, INC.

CONAN PROPERTIES, INC.

By: _____

BY: _____

Conan Sales Co. LLC

BY: _____
Arthur Lieberman, Manager

BY: *Lymon S. deCamp*
Lymon S. deCamp, Manager

therefrom). Each of Stan Lee, the company and CSC hereby waive and agree not to assert, as a defense in any action, suit or proceeding arising out of or relating to this agreement, (a) that it is not subject to such jurisdiction or that such action, suit or proceeding may not be brought or is not maintainable in those courts or that this agreement or the purchase agreement may not be enforced in or by those courts or that it is exempt or immune from execution, (b) that the action, suit or proceeding is brought in an inconvenient forum or (c) that the venue of the action, suit or proceeding is improper. In the event any such action, suit, proceeding or litigation is commenced, each of Stan Lee and CSC agree that service of process may be made, and personal jurisdiction over Stan Lee and CSC obtained, by service of a copy of the summons, complaint and other pleadings required to commence such litigation upon Stan Lee and CSC at the address of Stan Lee, the Company and CSC and to the attention of such person as set forth in §12(e).

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date set forth above.

STAN LEE MEDIA, INC.

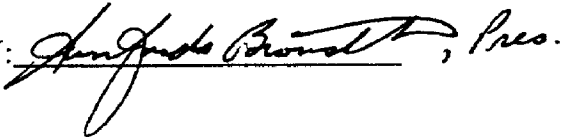
By: _____

Conan Sales Co. LLC

BY: _____

Arthur Lieberman, Manager

CONAN PROPERTIES, INC.

BY:  , Pres.

ANNEX A
LIST OF COPYRIGHTS AND TRADE MARKS

(SCHEDULE 3.10 TO PURCHASE AGREEMENT TO BE USED)

**CONAN PROPERTIES, INC.
SCHEDULE OF COPYRIGHTS**

Title	Description	Date of Registration	Registration Number	Date of Renewal	Renewal Number
Beyond The Black River		May 1, 1935	B 285 364		
Black Colossus		January 1, 1933	B 211 038	1961	RE 269 994
Black Sphinx of Nebthu		May 1, 1973	TX 761 680		
Black Tears		November 1, 1968	A 803 389		
Blade of Conan, The		May 5, 1979	TX 342 747		
Bloodstained God, The		December 5, 1955	A 277 082	1983	RE 178 653
Castle of Terror, The		March 1, 1969	A 803 383		
City of Skulls, The		November 1, 1967	A 803 387		
Coming of Conan, The		October 25, 1953	A 123 113	1981	RE 96 286
Conan	Introduction, 4 stories, bridging paragraphs	November 1, 1967	A 803 387	January 31, 1995	RE 697 319
Conan	Visual	June 22, 1982	VA 120 315		
Conan: A Friend in Need	Teleplay And Entire Television Production based on preexisting character	March 31, 1998	PA 879 445		
Conan: Amazon Woman	Teleplay And Entire Television Production based on preexisting character	March 31, 1998	PA 879 449		

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Title	Description	Date of Registration	Registration Number	Date of Renewal	Renewal Number
Conan And The Manhunters	First Edition Conan Properties, Inc. employer-for-hire	October 6, 1994	TX 3 902 411		
Conan And The Shaman's Curse	First Edition Conan Properties, Inc. employer-for-hire	January 4, 1996	TX 4 179 683		
Conan And The Sorcerer			TX 278 651		
Conan And The Treasure Of Python	First Edition Conan Properties, Inc. employer-for-hire	December 13, 1993	TX 3 750 724		
Conan And The Gods Of The Mountain	First Edition	May 7, 1993	TX 3 547 794		
Conan And The Mists Of Doom	First Edition Conan Properties, Inc. employer-for-hire	August 3, 1995	TX 4 072 348		
Conan And The Spider God	Book Conan Properties, Inc. employer-for-hire	September 23, 1981	TX 775 445		
Conan: Antidote	Teleplay And Entire Television Production based on preexisting character	May 26, 1998	PA 889 162		
Conan At The Demon's Gate	First Edition Conan Properties, Inc. employer-for-hire	November 7, 1994	TX 3 959 597		

Title	Description	Date of Registration	Registration Number	Date of Renewal	Renewal Number
Conan Chronicles, The	First Edition Conan Properties, Inc. employer-for-hire	August 3, 1995	TX 4 094 681		
Conan: Heart Of The Elephant Part 1	Teleplay And Entire Television Production based on preexisting character	March 31, 1998	PA 881 560		
Conan: Heart Of The Elephant Part 2	Teleplay And Entire Television Production based on preexisting character	March 31, 1998	PA 881 561		
Conan: Heart Of The Elephant (2 hour Version)	Two Hour Television Movie. Teleplay And Entire Television Production based on preexisting character	March 31, 1998	PA 881 559		
Conan: Hair Apparent	Teleplay And Entire Television Production based on preexisting character	May 26, 1998	PA 889 165		
Conan: Homecoming	Teleplay And Entire Television Production based on preexisting character	March 31, 1998	PA 879 451		
Conan: Imposter	Teleplay And Entire Television Production based on preexisting character	March 31, 1998	PA 879 452		
Conan: Lair Of The Beastmen	Teleplay And Entire Television Production based on preexisting character	March 31, 1998	PA 879 443		

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Title	Description	Date of Registration	Registration Number	Date of Renewal	Renewal Number
Conan: Lethal Wizards	Teleplay And Entire Television Production based on preexisting character	May 26, 1998	PA 889 163		
Conan, Lord Of The Black River	First Edition Conan Properties, Inc. employer-for-hire	March 7, 1996	TX 4 259 949		
Conan Of Aquilonia	Book Conan Properties, Inc. employer-for-hire	May 1, 1977	A 871 877		
Conan Of Aquilonia	Book Conan Properties, Inc. employer-for-hire	April 20, 1978	TX 58 133		
Conan Of Cimmerica		March 1, 1969	A 803 383		
Conan Of The Isles		October 1, 1968	A 803 384		
Conan Of The Red Brotherhood	First Edition Conan Properties, Inc. employer-for-hire	February 9, 1993	TX 3 477 586		
Conan: Ransom	Teleplay And Entire Television Production based on preexisting character	March 31, 1998	PA 879 448		
Conan: Red Sonya	Teleplay And Entire Television Production based on preexisting character	March 31, 998	PA 879 456		
Conan: Scourge Of The Bloody Coast			TX 3 833 624		

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Title	Description	Date of Registration	Registration Number	Date of Renewal	Renewal Number
Conan: Shadows Of Death	Teletplay And Entire Television Production based on preexisting character	March 31, 1998	PA 879 450		
Conan The Unconquered	Book Entire Text Conan Properties, Inc. employer-for-hire	May 5, 1983	TX 1 132 586		
Conan The Adventurer	Short Story Author: L. Sprague de Camp And (Robert E. Howard, deceased) Renewable Matter: Introduction, one Of 4 stories (Drums Of Tombalku), And The bridging paragraphs between stories.		A 803 390	August 15, 1994	RE 673 731
Conan The Avenger		September 1, 1968	A 803 381		
Conan The Barbarian: The Horn Of Azoth: a Marvel Graphic Novel	Graphic Novel Text And Illustration Conan Properties, Inc. employer-for-hire	April 30, 1990	TX 2 803 785		
Conan The Barbarian		December 14, 1979	TX 461 191		
Conan, The Barbarian	Book Compilation And Editing	November 1, 1954	A 219 050	April 8, 1982	RE 127 214
Conan, The Barbarian		May 3, 1982	TX 924 237		
Conan The Bold	Book Conan Properties, Inc. employer-for-hire	May 2, 1989	TX 2 562 421		

Title	Description	Date of Registration	Registration Number	Date of Renewal	Renewal Number
Conan The Buccaneer		November 1, 1954	A 219 050	1982	RE 127 214
Conan The Buccaneer		May 6, 1971	A 243 195		
Conan: The Cavern	Teleylay And Entire Television Production based on preexisting character	May 26, 1998	PA 889 164		
Conan The Champion	First Edition Conan Properties, Inc. employer-for-hire Revisions And additions to text	July 3, 1989	TX 2 681 261		
Conan The Champion	Novel Author: Conan Properties, Inc. Author Of Entire Work including revisions And additional material	July 3, 1989	TX 2 681 261		
Conan: The Child	Fictional Teleylay & Television Production using preexisting characters	March 31, 1998	PA 879 457		
Conan The Conqueror	Originally "The Hour Of The Dragon" - Published in Serial Form December 1935		B 285 371		
Conan The Conqueror	Originally "The Hour Of The Dragon" - Published in Serial Form January 1936		B 323 451		
Conan The Conqueror	Originally "The Hour Of The Dragon" - Published in Serial Form February 1936		B 323 452		

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Title	Description	Date of Registration	Registration Number	Date of Renewal	Renewal Number
Conan The Conqueror	Originally "The Hour Of The Dragon" - Published in Serial Form March 1936		B 323 453		
Conan The Conqueror	Originally "The Hour Of The Dragon" - Published in Serial Form April 1936		B 323 454		
Conan The Conqueror	Introduction and introductory paragraphs to stories	May 1, 1967	A 803 386	January 31, 1995	RE 697 318
Conan: The Crystal Arrow	Teleplay And Entire Television Production based on preexisting character	March 31, 1998	PA 879 455		
Conan: The Curse Of Afka	Fictional Teleplay & Television Production using preexisting characters	March 31, 1998	PA 879 453		
Conan The Defender	Book Conan Properties, Inc. employer-for-hire	December 29, 1982	TX 1 031 896		
Conan The Defiant	Book Conan Properties, Inc. employer-for-hire		TX 2 552 240		
Conan The Defiant	Book Conan Properties, Inc. employer-for-hire	March 8, 1988	TX 2 279 209		
Conan The Destroyer	Book Conan Properties, Inc. employer-for-hire	August 6, 1984	TX 1 394 515		

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Title	Description	Date of Registration	Registration Number	Date of Renewal	Renewal Number
Conan The Fearless	Novel Author: Conan Properties, Inc. Author Of Entire Work including revisions And additional text	July 3, 1989	TX 2 680 941		
Conan The Formidable	Novel Author: Conan Properties Author Of Entire Work	November 26, 1990	TX 2 952 265		
Conan The Freebooter		October 1, 1968	A 803 382		
Conan The Freelance	Book Conan Properties, Inc. employer-for-hire	February 26, 1990	TX 2 761 693		
Conan The Great	Book Conan Properties, Inc. employer-for-hire	July 5, 1990	TX 2 837 697		
Conan The Guardian	Novel Author: Conan Properties, Inc. Author Of Entire Work	January 24, 1991	TX 2 992 977		
Conan, The Hero	Book Conan Properties, Inc. employer-for-hire	March 29, 1989	TX 2 534 050		
Conan The Hunter	First Edition Conan Properties, Inc. employer-for-hire	January 10, 1994	TX 3 749 160		

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Title	Description	Date of Registration	Registration Number	Date of Renewal	Renewal Number
Conan The Indomitable	Novel Author: Conan Properties, Inc. Author Of Entire Work	November 2, 1989	TX 2 679 650		
Conan The Invincible	Author: Conan Properties, Inc., employer-for-hire Author Of Entire Text And Map	September 16, 1982	TX 976 339		
Conan: The Labyrinth	Teleplay And TV Production based on preexisting character	May 26, 1998	PA 889 166		
Conan The Liberator	Book Conan Properties, Inc. employer-for-hire	April 13, 1979	TX 231 322		
Conan The Magnificent	Book Entire Text Conan Properties, Inc. employer-for-hire	June 6, 1984	TX 1 347 663		
Conan The Marauder	Novel Author: Conan Properties, Inc. Author Of Entire Work	July 3, 1989	TX 2 696 286		
Conan The Mercenary	Book Conan Properties, Inc. employer-for-hire	May 4, 1981	TX 681 837		
Conan The Outcast	Book Conan Properties, Inc. employer-for-hire	May 2, 1991	TX 3 055 651		

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Title	Description	Date of Registration	Registration Number	Date of Renewal	Renewal Number
Conan The Raider	Book Entire Text Conan Properties, Inc. employer-for-hire	November 14, 1986	TX 1 945 295		
Conan The Reaver	Graphic Novel Text And Illustration Conan Properties, Inc. employer-for-hire	October 7, 1987	TX 2 186 731		
Conan The Reaver	Graphic Novel Text And Illustrations	August 17, 1987	TX 2 131 067		
Conan, The Rebel	Book Conan Properties, Inc. employer-for-hire	November 9, 1980	TX 598 759		
Conan, The Relentless	First Edition Conan Properties, Inc. employer-for-hire	April 9, 1992	TX 3 291 672		
Conan The Renegade	Novel Author: Conan Properties, Inc. Author Of Entire Work	February 12, 1991	TX 3 009 310		
Conan The Rogue	First Edition	November 25, 1991	TX 3 228 878		
Conan, The Rogue: A Marvel Graphic Novel	Graphic Novel Text And Illustration Conan Properties, Inc. employer-for-hire	February 11, 1992	TX 3 241 978		

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Title	Description	Date of Registration	Registration Number	Date of Renewal	Renewal Number
Conan: The Ruby Fruit Forest	Teleplay And Entire Television Production based on preexisting character	March 31, 1998	PA 879 446		
Conan The Savage	Book Conan Properties, Inc. employer-for-hire	November 6, 1992	TX 3 432 132		
Conan: The Siege Of Ahl Sohn-bar	Teleplay And Entire Television Production based on preexisting character	March 31, 1998	PA 879 444		
Conan The Swordsman	Painting by Darrel Greene		VA 12 395		
Conan The Swordsman	Book Conan Properties, Inc. employer-for-hire	October 18, 1978	TX 119 646		
Conan: The Taming	Teleplay And Entire Television Production based on preexisting character	March 31, 1998	PA 879 454		
Conan: The Three Virgins	Teleplay And Entire Television Production based on preexisting character	March 31, 1998	PA 879 447		
Conan The Triumphant	Book Entire Text Conan Properties, Inc. employer-for-hire	November 3, 1983	TX 1 235 631		
Conan The Usurper	Introduction, story, And bridging paragraphs	May 1, 1967	A 803 388	January 31, 1995	RE 697 320

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Title	Description	Date of Registration	Registration Number	Date of Renewal	Renewal Number
Conan The Valiant	Novel Author: Conan Properties, Inc. Author Of Entire Work	December 27, 1988	TX 2 468 741		
Conan The Valorous	Book	November 22, 1985	TX 1 709 361		
Conan The Victorious	Book	July 3, 1957	B 660 966	1985	RE 255 837
Conan The Victorious	Book	November 28, 1984	TX 1 472 503		
Conan The Wanderer		November 1, 1968	A 803 389		
Conan The Warlord	Novel Author: Conan Properties, Inc. Author Of Entire Work	November 23, 1988	TX 2 453 451		
Conan The Warrior	Introduction And bridging paragraphs	January 1, 1967	A 803 385	January 31, 1995	RE 697 317
Curse Of The Monolith, The		September 15, 1968	B 457 284		
Devil In Iron, The		August 1, 1934	B 246 437		
Drums Of Tombaiku	Short Story Author: L. Sprague de Camp And (Robert E. Howard, deceased) Renewable Matter: Text Of Story		A 803 390	August 15, 1994	RE 673 730
Editing Conan	Book	May 19, 1980	TX 558 750	December 19, 1996	RE 764 746
Flame Knife, The	A.K.A. "Three-Bladed Doom"	December 5, 1955	A 277 082	1983	RE 178 653
Frost-Giant's Daughter, The	A.K.A. "Gods of the North"	August 15, 1953	TX 289 251	1981	RE 96 287

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Title	Description	Date of Registration	Registration Number	Date of Renewal	Renewal Number
Further Chronicles Of Conan, The	First Edition Conan Properties, Inc. employer-for-hire	October 13, 1999	TX 5 069 201		
Gem In The Tower, The		August 2, 1978	TX 119 646		
God In The Bowl, The		September 15, 1952	TX 289 253	1980	RE 60 714
Hall Of The Dead, The	Short Story Author: L. Sprague de Camp And (Robert E. Howard, deceased) Part Of Collective Work: The Magazine Of Fantasy & S.F., February, 1967		B 239 204	August 15, 1994	RE 673 726
Hall Of The Dead, The	Short Story Author: L. Sprague de Camp And (Robert E. Howard, deceased) Part Of Collective Work: The Magazine Of Fantasy & S.F., February, 1967		B 312 611		
Hand of Nergal, The		November 1, 1967	A 803 387		
Hawks Over Shem		September 1, 1955	TX 736 000	1983	RE 178 654
Ivory Goddess, The		August 2, 1978	TX 119 646		
Jewels of Gwahlur		March 1, 1935	B 285 362		
King Conan		March 2, 1953	A 86 219	1981	RE 96 290
Lair Of The Ice Worm, The		March 1, 1969	A 803 383		

Title	Description	Date of Registration	Registration Number	Date of Renewal	Renewal Number
Legions Of The Dead		August 2, 1978	TX 119 646		
Marvel Comics Presents Kull: The Vale Of Shadow	Graphic Novel Text And Illustration Conan Properties, Inc. employer-for-hire	March 19, 1989	TX 2 658 033		
Moon Of Blood		August 2, 1978	TX 119 646		
People Of The Black Circle, The		September 11, 1934	B 246 438		
People Of The Summit, The		December 5, 1970	A 200 764		
People Of The Summit, The		August 2, 1978	TX 119 646		
Phoenix On The Sword, The		November 1, 1932	B 175 731	1960	RE 250 145
Pool Of The Black One, The		October 1, 1933	B 211 042	1961	RE 269 998
Queen Of The Black Coast		May 1, 1934	B 246 434		
Red Moon Over Zembabwej		May 1, 1974	TX 713 717		
Red Nails		July 10, 1936	B 323 457		
Return Of Conan, The		August 25, 1957	A 349 042	1985	RE 255 836

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Title	Description	Date of Registration	Registration Number	Date of Renewal	Renewal Number
Road Of Kings, The	Book Conan Properties, Inc. employer-for-hire	December 26, 1979	TX 405 577		
Road Of The Eagles, The	A.K.A. "Conan, Man of Destiny"	November 1, 1955	TX 736 003	1983	RE 178 654
Road Of The Eagles, The	A.K.A. "Conan, Man of Destiny"	December 5, 1955	A 277 082	1983	RE 178 653
Rogues In The House		January 1, 1934	B 246 430	1961	RE 270 001
Scarlet Citadel, The		December 1, 1932	B 175 732	1960	RE 250 146
Shadows In The Moonlight		April 1, 1934	B 246 433		
Shadows In The Dark		August 2, 1978	TX 119 646		
Shadows In The Skull		December 1, 1974	TX 761 681		
Shadows In Zamboula		November 1, 1935	B 285 370		
Slithering Shadow, The		September 1, 1933	B 211 041	1961	RE 269 997
Snout In The Dark, The		March 1, 1969	A 803 383		
Spell Of Conan, The		July 1, 1980	TX 503 780		
Stan Lee Presents Conan The Barbarian In The Skull Of Set	Graphic Novel Text And Illustration Conan Properties, Inc. employer-for-hire	December 6, 1989	TX 2 715 041		

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Title	Description	Date of Registration	Registration Number	Date of Renewal	Renewal Number
Stan Lee Presents The Marvel Comics Illustrated Version Of Conan The Barbarian	Graphic Book	June 20, 1983	TX 1 175 995		
Star Of Khorala, The		August 2, 1978	TX 119 646		
Sword Of Conan, The		April 1, 1952	A 71 674	1980	RE 71 877
Sword Of Skelos, The	Book Conan Properties, Inc. employer-for-hire	July 19, 1979	TX 297 972		
Tales Of Conan		December 5, 1955	A 277 082	1983	RE 178 653
Thing In The Cave, The	A Golden Super Adventure Book Based on The Story, The Think In The Crypt	July 8, 1986	TX 1 883 818		
Thing In The Crypt, The		November 1, 1967	A 803 387		
Tower Of The Elephant, The		February 1, 1933	B 211 035	1961	RE 269 991
Treasure Of Tranicos, The	A.K.A. "The Black Stranger" Revised, Edited And Illustrated, Ace Books	February 15, 1953	TX 289 252	1981	RE 96 287
Treasure Of Tranicos, The	A.K.A. "The Black Stranger" Revised, Edited And Illustrated, Ace Books	July 8, 1980	TX 532 305		

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Title	Description	Date of Registration	Registration Number	Date of Renewal	Renewal Number
Vale Of Lost Women, The	Short Story Author: Robert E. Howard, deceased Part of Collective Work: The Magazine of Horror, Spring 1967 Renewable Matter: Text of Story		B 345 804	August 15, 1994	RE 673 166
Witch Of The Mists, The		June 28, 1972	B 905 747		
Witch Shall Be Born, A		December 1, 1934	B 246 441		
Wolves Beyond The Border		May 1, 1967	A 803 388		
See Attachment for Additional Copyright Information					

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ATTACHMENT TO CONAN PROPERTIES, INC.
SCHEDULE OF COPYRIGHTS

Page -1-

U.S. Publications of Marvel Comics as of September 1, 1991
Serials (not complete)

CONAN THE BARBARIAN (Vol. 1)

<u>Number</u>	<u>Issue Date</u>	<u>Reg. (TX)#</u>
92	11/78	124-335
93	12/78	124-369
94	1/79	221-806
95	2/79	208-672
96	3/79	250-885
97	4/79	259-491
98	5/79	245-178
99	6/79	245-177
100	7/79	245-251
101	8/79	245-232
102	9/79	288-056
103	10/79	306-244
104	11/79	383-744
105	12/79	383-737
106	1/80	394-192
108	3/80	399-256
109	4/80	449-802
111	6/80	571-779
113	8/80	583-298
114	9/80	599-920
115	10/80	658-853
116	11/80	658-890
117	12/80	658-881
118	1/81	672-500
119	2/81	672-504
120	3/81	730-713
121	4/81	730-792
122	5/81	745-064

(Note: Comics published prior to 1977 were copyrighted in the name of Marvel Comics Group. They are thus not listed on this schedule.)

The gaps in the various lists of comics may represent those comics which were (a) registered in Marvel's name, and thus may not appear under a CPI copyright search; (b) not officially assigned from Marvel Comics Groups to CPI; or (c) may have been erroneously omitted from this search by the Copyright Office.)

CONAN THE BARBARIAN (Vol. 1)

<u>Number</u>	<u>Issue Date</u>	<u>Reg. (TX) #</u>
123	6/81	740-406
124	7/81	740-301
125	8/81	740-352
126	9/81	746-966
127	10/81	816-043
128	11/81	816-005
129	12/81	815-957
130	1/82	816-632
131	2/82	819-908
133	4/82	1-123-723
134	5/82	1-420-215
135	6/82	1-106-220
136	7/82	1-114-156
137	8/82	1-119-951
138	9/82	1-130-123
139	10/82	1-148-724
140	11/82	1-155-636
141	12/82	1-154-803
142	1/83	1-148-736
143	2/83	1-162-291
144	3/83	1-154-822
145	4/83	1-155-865
146	5/83	1-155-885
147	6/83	1-155-631
148	7/83	1-155-871
149	8/83	1-155-913
150	9/83	1-148-582
151	10/83	1-187-296
152	11/83	1-201-411
153	12/83	1-217-518
154	1/84	1-235-888
155	2/84	1-253-412
156	3/84	1-275-381
157	4/84	1-303-765
159	6/84	1-340-374
160	7/84	1-338-893
161	8/84	1-361-868
162	9/84	1-392-418
163	10/84	1-420-201
167	2/85	1-495-877
168	3/85	1-500-525
169	4/85	1-500-147
170	5/85	1-553-689
173	8/85	1-594-237
174	9/85	1-619-587
175	10/85	1-654-535
176	11/85	1-660-312

CONAN THE BARBARIAN (Vol. 1)

<u>Number</u>	<u>Issue Date</u>	<u>Reg. (TX)#</u>
184	7/86	1-828-403
185	8/86	1-984-534
186	9/86	1-867-852
187	10/86	1-892-006
188	11/86	1-930-003
189	12/86	1-950-728
190	1/87	1-944-982
191	2/87	1-977-434
192	3/87	2-045-283
193	4/87	2-045-298
194	5/87	2-058-199
195	6/87	2-072-899
198	9/87	2-170-094
199	10/87	2-200-849
200	11/87	2-188-053
201	12/87	2-176-166
202	1/88	2-349-103
203	2/88	2-226-222
204	3/88	2-283-232
205	4/88	2-284-085
206	5/88	2-283-038
207	6/88	2-350-984
208	7/88	2-371-600
210	9/88	2-433-781
211	10/88	2-446-540
212	11/88	2-445-790
213	12/88	2-445-051
214	1/89	2-482-724
216	3/89	2-459-229
217	4/89	2-501-983
218	5/89	2-618-860
219	6/89	2-623-630
220	7/89	2-631-393
221	8/89	2-643-559
222	9/89	2-651-364
223	10/89	2-685-884
233	6/90	2-829-078
234	7/90	2-841-970
235	8/90	2-882-824
236	9/90	2-965-614
237	10/90	2-965-591
240	1/91	2-966-284

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CONAN ANNUAL
(CONAN THE BARBARIAN)

<u>Number</u>	<u>Issue Date</u>	<u>Reg. (TX)#</u>
5	1979	383-745
6	1981	816-041
7	1982	1-154-791
8	1984	1-248-982
9	1985	1-448-232
10	1986	1-748-089

Robert E. Howard's CONAN THE BARBARIAN (Vol. 1)

<u>Number</u>	<u>Issue Date</u>	<u>Reg. (TX)#</u>
1	1983	1-154-785

* - One time publication.

CONAN THE BARBARIAN
(Movie Special)

<u>Number</u>	<u>Issue Date</u>	<u>Reg. (TX)#</u>
1	10/82	1-130-107
2	11/82	1-155-641

Marvel Graphic Novel
(Title: CONAN THE BARBARIAN: THE WITCH QUEEN ACHERON)

<u>Number</u>	<u>Issue Date</u>	<u>Reg. (TX)#</u>
19	10/85	1-683-465

Stan Lee presents: THE COMPLETE MARVEL CONAN THE BARBARIAN

<u>Number</u>	<u>Issue Date</u>	<u>Reg. (TX)#</u>
1 -ISBN 0-441-11692-2	1970	229-418
2 -ISBN 0-441-11693-0	1971	229-417
3 -ISBN 0-441-11694-9	1971	229-419
4 -ISBN 0-441-11697-3	1979	461-191

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Marvel Super Special
Title: (CONAN THE BARBARIAN)

<u>Number</u>	<u>Issue Date</u>	<u>Req. (TX)#</u>
21	Summer 82	1-161-310

Title: (CONAN THE DESTROYER)

35	10/84	1-446-390
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CONAN THE DESTROYER (Vol. 1)

<u>Number</u>	<u>Issue Date</u>	<u>Req. (TX)#</u>
1	1/85	1-439-221
2	2/85	1-500-507

THE CONAN SAGA (Vol. 1)

<u>Number</u>	<u>Issue Date</u>	<u>Req. (TX)#</u>
1	5/87	2-066-106
2	6/87	2-258-195
4	8/87	2-185-858
5	9/87	2-161-066
6	10/87	2-171-414
8	12/87	2-372-402
11	3/88	2-264-942
12	4/88	2-283-049
13	5/88	2-284-025
14	6/88	2-327-951
16	8/88	2-474-825
17	9/88	2-433-787
18	10/88	2-440-592
20	12/88	2-445-779
23	3/89	2-493-648
24	4/89	2-661-062
25	5/89	2-623-543
26	6/89	2-631-334
27	7/89	2-650-607
28	8/89	2-813-867
29	9/89	2-687-339
30	10/89	2-709-833
31	11/89	2-709-828
32	12/89	2-709-827
33	mid 12/89	2-745-875

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THE CONAN SAGA (Vol. 1)

<u>Number</u>	<u>Issue Date</u>	<u>Reg. (TX)#</u>
34	1/90	2-803-265
36	3/90	2-788-436
37	4/90	2-819-468

CONAN THE KING (Vol. 1)
(KING CONAN*) (Vol. 1)

<u>Number</u>	<u>Issue Date</u>	<u>Reg. (TX)#</u>
1	3/80	442-731
3	9/80	599-914
4	12/80	658-896
5	3/81	730-721
6	6/81	740-408
7	9/81	746-976
8	12/81	815-988
9	3/82	982-142
11	7/82	1-114-153
12	9/82	1-148-730
13	11/82	1-149-253
14	1/83	1-148-716
15	3/83	1-148-598
16	5/83	1-155-859
17	7/83	1-155-873
18	9/83	1-155-908
19	11/83	1-206-303
20	1/84	1-235-891
21	3/84	1-276-111
22	5/84	1-328-285
23	7/84	1-338-885
24	9/84	1-431-005
25	11/84	1-420-234
26	1/85	1-439-206
27	3/85	1-509-611
28	5/85	1-562-400
29	7/85	1-560-772
30	9/85	1-631-934
31	11/85	1-674-424
32	1/86	1-754-086
33	3/86	1-740-499
34	5/86	1-790-637

* Issue nos. 1-19 were originally entitled KING CONAN.RCM
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Number	Issue Date	Reg. (TX)#
34	10/78	218-222
35	11/78	212-758
36	12/78	212-756
37	2/79	212-757
38	3/79	212-755
39	4/79	212-753
40	5/79	268-713
41	6/79	268-712
42	7/79	268-711
43	8/79	268-710
44	9/79	306-248
45	10/79	306/249

SAGE SWORD OF CONAN THE BARBARIAN (Vol. 1)

Number	Issue Date	Reg. (TX)#
1	1/86	1-753-819

THE HANDBOOK OF THE CONAN UNIVERSE (Vol. 1)

Number	Issue Date	Reg. (TX)#
31	11/85	1-674-424
32	1/86	1-754-086
33	3/86	1-740-499
34	5/86	1-790-637
35	7/86	1-829-433
36	9/86	1-886-229
37	11/86	1-915-334
38	1/87	1-947-493
39	3/87	2-049-929
40	5/87	2-060-327
41	7/87	2-348-301
42	9/87	2-170-092
43	11/87	2-162-629
44	1/88	2-349-105
46	5/88	2-283-024
47	7/88	2-369-377
48	9/88	2-446-294
49	11/88	2-481-088
51	3/89	2-458-403
54	9/89	2-661-262

CONAN THE KING (Vol. 1)

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(KN/CONAN DISK/US-SER)

Number	Issue Date	Reg. (TX) #
13	2/79	221-840
14	4/79	259-510
15	7/79	245-272
16	8/79	245-258
43	2/84	1-248-970

WHAT IF? (Vol. 1)

Number	Issue Date	Reg. (TX) #
173	5/90	2-834-317
174	6/90	2-846-371
175	7/90	2-845-097

SAVAGE SWORD OF CONAN THE BARBARIAN (Vol. 1)

**CONAN PROPERTIES, INC.
SCHEDULE OF TRADEMARKS**

Mark	Description	Registration Number	Registration Date	Renewal Date
<u>United States Trademarks</u>				
Conan	Category 9 Electrical Connectors	1835249	May 10, 1994	5/10/2004
Conan	Category 9 Pre-recorded phonograph records, compact discs, audio tapes, and video tapes featuring narration, music and other recorded matter for action adventure dramatic presentations.	2249301	June 1, 1999	6/01/2009
Conan	Category 16 Bubble Gum Cards and Stickers	1374714	December 10, 1985	12/10/2005
Conan	Category 16 Posters	1213252	October 19, 1982	10/19/2002
Conan	Category 41 Entertainment in the nature of ongoing television adventure programs.	2193489	October 6, 1998	10/06/2008
Conan the Barbarian	Category 16 Publications, including comic books and magazines and stories in illustrated form.	Application Pending Serial #: 76097984 Filing Date: 7/27/00		
Conan	Category 16 Publications, including comic books and magazines and stories in illustrated form.	Application Pending Serial #: 76097983 Filing Date: 7/27/00		

FOREIGN TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>COUNTRY</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
CONAN (25)	Argentina	1,503,616		Renewal due 1/31/2004
KULL THE CONQUEROR (16)	Australia	A262,180		
CONAN THE BARBARIAN (16)	Australia	B262,188		
CONAN (25, 28, 41)	Australia	744,542	12/22/1998	Renewal due 9/22/2007
CONAN (16, 28)	Benelux	369,500	11/6/1980	Renewal due 11/6/2000
CONAN (25, 41)	Benelux	623,335	9/10/1997	Renewal due 9/10/2007
CONAN (11)	Brazil	812,163,028	1/22/1991	Renewal due 1/22/2001
CONAN (28)	Brazil	800375084	3/22/1983	Renewal due 3/22/2003
CONAN O BARBARO	Brazil	006 493 947	12/25/1986	Renewal due 12/25/2006
CONAN (28)	China	970100058	12/14/1998	Renewal due 12/13/2008
CONAN (9, 25, 41)	France	97695625	9/18/1997	Renewal due 9/18/2007
CONAN (16, 28)	France	1626596		Renewal due 11/9/2000
CONAN (9)	Germany	1064248		Renewal due 11/22/2004
CONAN (16, 28)	Germany	1093398	11/12/1980	Renewal due 11/11/2000
CONAN (41)	Germany	39742572.4	3/9/1998	Renewal due 9/30/2007
CONAN (25, 28, 41)	Greece	134 409	4/19/1999	Renewal due 9/9/2007

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CONAN (16, 28)	Italy			Renewal due 11/28/2000
CONAN THE BARBARIAN (16)	Japan	3273171	3/12/97	Renewal due 3/12/2007
CONAN (28, 41)	Japan	4298462	07/23/1999	Renewal due 7/23/2009
CONAN (41)	Korea	49656	11/20/1998	Renewal due 11/20/2008
CONAN (28)	Korea	430 702	11/24/1998	Renewal due 11/24/2008
CONAN (25)	Mexico	621080	08/31/1999	Renewal due 09/22/2007
CONAN (25)	New Zealand	282017	11/5/1998	Renewal due 9/5/2004
CONAN (28)	New Zealand	282018	11/5/1998	Renewal due 9/5/2004
CONAN (41)	New Zealand	282019	11/5/1998	Renewal due 9/5/2004
CONAN (25, 28, 41)	Portugal	326.399	08/04/1998	Declaration of Use due 8/4/2003, Renewal due 08/04/2008
CONAN (41)	Singapore	T97/12031J	9/30/97	Renewal due 9/30/2007
CONAN (25)	Spain	2111803	2/20/1998	Renewal due 8/29/2007
CONAN (28)	Spain	959325	1/5/1982	Renewal due 1/5/2002
CONAN (16)	Spain	685,082	8/14/72	Renewal due 8/14/2002;
CONAN (41)	Spain	2111802	2/1/1999	Renewal due 8/29/2007; Quinquennial Tax due 8/31/2002
CONAN (16, 28)	Sweden	183637	10/22/82	Renewal due 10/22/2002
CONAN (16, 28)	Switzerland	315425	7/7/1982	Renewal due 11/4/2000

CONAN (25)	Taiwan	831696	12/16/98	Renewal due 12/15/2008
CONAN (41)	Taiwan	105850	12/16/98	Renewal due 12/15/2008
CONAN (78)	Taiwan	644127	5/16/94	Renewal due 5/15/2004
CONAN (9)	United Kingdom	B1078475	5/13/84	Renewal due 5/13/1998
CONAN (16)	United Kingdom	1102314		Renewal due 10/3/2009
CONAN (16)	United Kingdom	1041945		Renewal due 2/7/2006
CONAN (41)	United Kingdom	2145009	9/11/1995	Renewal due 9/11/2007
CONAN (28)	United Kingdom	B1078363	5/11/85	Renewal due 5/11/1998
CONAN (41, 25)	U.S.S.R.	172225	2/22/1999	Renewal due 10/31/2007
CONAN (39)	Venezuela	114850-F	9/27/85	Renewal due 9/27/2000

FOREIGN PENDING APPLICATIONS

<u>MARK</u>	<u>COUNTRY</u>	<u>APPLN. NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
CONAN (25)	Brazil	820.307.882	10/07/1997	Published for opposition
CONAN (25)	Canada	856,720	09/22/1997	Allowed, Declaration of Use due 9/22/00
CONAN (28)	Canada	856,719	09/22/1997	Allowed, Declaration of Use due 9/22/00
CONAN (41)	Canada	858,675	10/15/1997	Allowed, Declaration of Use due 10/15/00

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CONAN (41)	China	970100056	09/22/1997	Pending
CONAN (25)	China	970100057	09/22/1997	Allowed
CONAN (8, 25, 41)	Community Trademark Application	849646	06/12/1998	Allowed
CONAN(25,41)	Italy	MI97C008730	09/30/1997	Pending
CONAN (25)	Malaysia	97/14779	10/16/1997	Pending
CONAN (28)	Malaysia	97/14778	10/16/1997	Pending
CONAN (28)	Mexico	308203	09/22/1997	Pending
CONAN (28)	Mexico	308208	09/22/1997	Pending
CONAN (25, 28, 41)	Poland	Z-177314	08/26/1997	Pending
CONAN (25, 28, 41)	South Africa	97/13899-900-901	09/27/1997	Pending

Attached is a list of additional information regarding foreign trademarks and foreign pending applications.

ATTACHMENT TO CONAN PROPERTIES, INC.
SCHEDULE OF TRADEMARKS

Status Report
FOREIGN CONAN TRADEMARKS
As of September 1, 1991

Mark	Registration Number	Date	Country
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1)	CONAN	1,071,183	2/9/94	Argentina
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2)	CONAN EL BARBARO	320,090	11/23/98	Argentina
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3)	CONAN EL BARBARO	320,091	11/23/98	Argentina
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4)	CONAN EL BARBARO	320,092	11/23/98	Argentina
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5)	CONAN THE BARBARIAN	B262,188	9/26/93	Australia
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(Assignment from Cadence/Marvel to Conan Properties, Inc.)

6)	CONAN (in block letters)	369,500	11/6/2000	Benelux
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7)	CONAN	800,375,084	3/22/93	Brazil
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8)	CONAN	812,163,028	1/22/2001	Brazil
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9)	CONAN O'BARBARO	6,493,947	12/25/96	Brazil
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10)	CONAN (in block letters)	1,626,596	11/9/2000	France
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11)	CONAN	1,093,398	11/20/2000	Germany
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12)	CONAN	1,064,248	12/22/93	Germany
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13)	CONAN	B1,078,363	5/11/98	Great Britain
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14)	CONAN	1,078,475	5/13/98	Great Britain
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15)	CONAN (The Savage Sword of Conan)	B1,041,945	2/7/96	Great Britain
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(Assignment from Cadence/Marvel to Conan Properties, Inc.)

16)	CONAN	444,282	11/28/2000	Italy
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17)	CONAN THE BARBARIAN	1,677,282	1/20/94	Japan
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Status Report
FOREIGN CONAN PENDING TRADEMARKS
As of September 1, 1991

<u>Mark</u>	<u>Registration Number</u>	<u>Status</u>	<u>Country</u>
1) CONAN	1,102,314	Pending Filed 10/3/78 (Opposition with CONRAN) - Settlement Agreement attached - still pending	Great Britain

(KN/CONAN DISK/REPORT-1)

ANNEX B
FORMS OF ASSIGNMENT OF COPYRIGHT AND TRADEMARKS
(Cover sheets to be filed along with Security Agreement)

Handwritten initials