

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Marvel Characters, Inc. | | 02/25/2005 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Terry Bollea | | |
| Street Address: | 2450 Colorado Avenue, Suite 400E | | |
| Internal Address: | c/o Greenberg Traurig, LLP, The Water Garden | | |
| City: | Santa Monica | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90404 | | |
| Entity Type: | INDIVIDUAL: UNITED STATES | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 76336559 | HULK HOGAN | |
| Registration Number: | 2431926 | HOLLYWOOD HOGAN | |
| Registration Number: | 2276450 | HOLLYWOOD HOGAN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (310)586-7800 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | (310) 586-7700 | | |
| Email: | laipmail@gtlaw.com | | |
| Correspondent Name: | Steven M. Weinberg, Esq. | | |
| Address Line 1: | 2450 Colorado Avenue, Suite 400E | | |
| Address Line 2: | The Water Garden | | |
| Address Line 4: | Santa Monica, CALIFORNIA 90404 | | |
| NAME OF SUBMITTER: | Steven M. Weinberg | | |
| Signature: | /smw/ | | |

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Date:

04/18/2005

Total Attachments: 7

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Purchase and Sale Agreement

This Purchase and Sale Agreement, effective as of February 1, 2005 is by and between Marvel Characters, Inc., a corporation of Delaware, with its principal place of business at 10474 Santa Monica Boulevard, Suite 206, Los Angeles, CA 90025 ("Marvel") and Terry Bollea, an individual citizen of the United States of America, who can be reached at 438 St. Andrews Drive, Belleair, FL 34616 ("Bollea").

WHEREAS, Marvel is the owner of the trademark and service mark HULK and associated trademarks and service marks, including without limitation THE INCREDIBLE HULK, THE INCREDIBLE HULK COASTER, HULK HANDS, SHE-HULK and the likeness of the character named HULK, (the "HULK Marks").

WHEREAS, Marvel and Bollea entered into both a Settlement Agreement and Business Agreement relating to all of the names and marks used by Bollea as a professional wrestler, including without limitation the names and marks HULK HOGAN, HULKAMANIA, HULKSTER, HOLLYWOOD HOGAN and HOLLYWOOD HULK HOGAN (the "HULK HOGAN Marks"), which were entered into respectively in March 2004 and January 2005, and

WHEREAS, Bollea now desires to purchase from Marvel, and Marvel desires to sell to Bollea, all of the right, title and interest in and to the HULK HOGAN Marks and the associated goodwill Marvel has, had, or may have had, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the benefits of the mutual promises in this Agreement and other consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties hereby agree as follows:

1. **PAYMENT AND ASSIGNMENT OF RIGHTS:** Simultaneously with the execution of this Agreement:

(a) Purchase of HULK HOGAN Marks. Bollea will pay to Marvel a one-time payment of \$650,000.00 as the full and complete consideration to Marvel for Bollea's acquisition of all right, title and interest in and to all of the HULK HOGAN Marks, including all of the goodwill associated therewith, and

b) Assignment of Rights in HULK HOGAN Marks. Marvel will execute the document attached as **Exhibit A** hereto irrevocably and unconditionally assigning to Bollea all of the right, title and interest and associated goodwill Marvel has, had or may have had in the HULK HOGAN Marks, and all applications and registrations therefor, including without limitation U.S. Application Serial No. 76/336,559 for HULK HOGAN and any ensuing registration, and U.S. Registration Nos. 2,431,926 and 2,276,450 for HOLLYWOOD HOGAN, and all third party licenses and other agreements, and all causes of action for infringement and enforcement relating to the HULK HOGAN Marks from the effective date of this Agreement. Marvel will provide to

Bollea from time to time as reasonably requested by Bollea and at Bollea's expense such assistance necessary for the effective transfer and vesting in Bollea of the HULK HOGAN Marks, all of the associated goodwill therein, and all applications and registrations thereof.

2. **TERMINATION OF THE BUSINESS AGREEMENT.** The Business Agreement between Marvel and Bollea dated January 1, 2005, and all of the performances and obligations therein, including all royalty obligations, shall be deemed mutually terminated by the parties as of the effective date of this Purchase and Sale Agreement. The parties acknowledge and agree that all performances and obligations due under the Business Agreement hereby are mutually waived, excused and extinguished, with no further performance or obligation or promise owed by either party to the other under the Business Agreement.

3. **TERMINATION OF 1985 AGREEMENT.** The 1985 Agreement between Marvel, Bollea and Titan Sports relating to the ownership and use of the HULK HOGAN Marks shall be deemed mutually terminated by the parties as between them as of the effective date of this Purchase and Sale Agreement. The parties acknowledge and agree that all performances and obligations due by them to each other under the 1985 Agreement hereby are mutually waived, excused and extinguished, with no further performance or obligation or promise owed by either party to the other under the 1985 Agreement. The parties expressly agree that the extinguishment of rights due each other under the 1985 Agreement is not intended to affect Marvel's rights under the 1985 Agreement against third parties arising at any time prior to the effective date of this Agreement.

4. **NO OTHER AGREEMENTS.** Marvel and Bollea represent and warrant to one another that other than the Business Agreement, the 1985 Agreement and the Settlement Agreement, there are no other agreements, understandings, contracts, or performances owed or obligations due between Bollea and Marvel or any of their predecessors or affiliates or representatives. Further, to the extent that any other agreements, contracts, understandings, obligations or performances between Marvel and Bollea, whether or not known, are extant at the effective date of this Purchase and Sale Agreement, they shall be deemed waived, excused and extinguished as of January 1, 2005,

5. **CONCURRENT USE AND REGISTRATION OF HULK AND HULK HOGAN MARKS.** The parties agree that they can concurrently own, register and use the HULK and the HULK HOGAN Marks. Specifically, the parties agrees as follows:

a. Bollea will never use or register the word HULK alone as a trademark or service mark, nor will he use the word HULK in a size noticeably larger than the word HOGAN or any other word element of the HULK HOGAN Marks, but otherwise can use and register the HULK HOGAN Marks;

b. Bollea will never use or register the word "Incredible" with any of the HULK HOGAN marks as part of a name or mark;

c. Bollea will never professionally imitate the likeness or persona of Marvel's HULK character, including that he will not use green skin coloring professionally, or dress in green and purple, nor will he make use of the likeness of a fanciful character that is confusingly similar to Marvel's HULK character.

d. Marvel will never use or register the word HOGAN in connection with its HULK character or any other character or persona, or use or register any of the HULK HOGAN Marks, nor will Marvel make use of the likeness of a fanciful character that is confusingly similar to Bollea's HULK HOGAN character;

e. The parties agree to use all reasonable measures to avoid confusion between their respective marks.

The parties agree to provide each other on request for consent to use or consent to register agreements or statements as may be required by Patent or Trademark agencies or tribunals. The parties believe that if they follow the foregoing respective limitations on the uses of their respective marks, consumer confusion is not likely. The parties agree that as used in this paragraph, the term "character" means a live person or animated cartoon character.

6. **RELEASE.** Simultaneous with the execution of this Purchase and Sale Agreement and the completion of the performances described in Section 1(a) of this Agreement, the parties will execute and exchange mutual releases and covenants not to sue each other in the form annexed as Exhibit B hereto.

7. **EFFECT:** This Purchase and Sale Agreement shall be binding and inure to the benefit of the parties and their respective related companies, permitted assigns, executors, administrators, legatees, distributes, and other permitted successors in interest. Each of the parties on behalf of themselves and their successors, heirs and assignees, affiliates and representatives hereby waives any rights it may have to challenge the validity, enforceability or binding effect of this Agreement.

8. **SEVERABILITY:** If any provision of this Purchase and Sale Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

9. **CONTROLLING LAW:** This Purchase and Sale Agreement shall be interpreted under the laws of the State of California without regard to its conflict of laws provisions. The parties agree that any disputes concerning this Agreement will be resolved in the federal, state, or city courts within the county of Los Angeles, California and irrevocably submit to the jurisdiction of those courts for any such disputes.

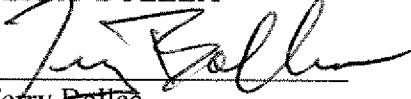
10. **REPRESENTATION OF AUTHORITY.** Each of the parties represent and warrant that they have the respective right to enter into and be bound by this Agreement, and that the signatories to this Agreement have the authority to sign on behalf of and bind the party for which/who he is signing this Agreement.

11. **NO THIRD PARTY BENEFICIARIES:** This Agreement is not intended to convey any rights or obligations to non-parties to its execution.

11. **ENTIRE AGREEMENT:** This Purchase and Sale Agreement constitutes the entire understanding of the signatories with respect to the subject matter herein. All prior agreements and understandings between the parties are merged into and are superceded by this Agreement. There are no promises, representations, understandings or agreements other than those specifically set out herein and this Purchase and Sale Agreement takes precedence over any other documents that may be in conflict with it. No modification of this Agreement shall be of any effect unless it is made in writing and signed by all of the parties to this Agreement. The parties have entered into this Agreement voluntarily, have had the opportunity to review this Agreement with counsel, and enter into this Agreement with a full understanding that in the future they cannot claim not to have read or understood its terms.

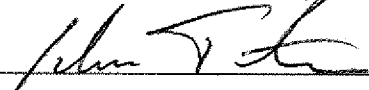
The parties hereby execute this Agreement with the intention of being bound and that it take effect immediately upon the execution by both parties.

TERRY BOLLEA


Terry Bollea

Date: 2/24/05

MARVEL CHARACTERS, INC.

By 

Name: John Tuntz

Date: 2/25/05

Exhibit A
ASSIGNMENT

WHEREAS, Marvel Characters, Inc., a corporation of Delaware, with its principal place of business at 10474 Santa Monica Boulevard, Suite 206, Los Angeles, CA 90025 ("Assignor") has adopted and used, and is using the trademarks, service marks and trade names HULK HOGAN, HULKSTER, HULKAMANIA, HOLLYWOOD HOGAN and HOLLYWOOD HULK HOGAN (collectively, the "Marks") and is the owner of the following applications and registrations: U.S. Application Serial Number **76336559** for HULK HOGAN; U.S. Registration No. **2,431,926** for HOLLYWOOD HOGAN; U.S. Registration No. **2,276,450** for HOLLYWOOD HOGAN.

WHEREAS, Terry Bollea, an individual, c/o Greenberg Traurig, 2450 Colorado Avenue, Suite 400E, Santa Monica CA 90404 ("Assignee") desires to acquire all right, title and interest of Assignor in and to the Marks and the goodwill associated therewith and all federal and state applications and registrations thereof, and Assignor desires to assign all of its right, title and interest in the foregoing to Assignee.

NOW, THEREFORE, for good and valuable consideration receipt of which is acknowledged, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Marks, and in the good will and all business associated therewith, all applications and registrations therefore including without limitation U.S. Application Serial No. **76336559**, and U.S. Registration Nos. **2,431,926** and **2,276,450** and all claims that could be asserted by Assignor arising out of or relating to the use or ownership of said mark and applications and registrations.

MARVEL CHARACTERS, INC.

By 
Name: _____

Sworn to be fore me this

25th day of February 2005



Notary Public

WALTER ELIOT BARD
Notary Public, State of New York
No. 31-4995676
Qualified in New York County
Commission Expires April 27, 2006

Exhibit B
Release and Covenant Not to Sue
Bollea to Marvel


Except with respect to the obligations created by, acknowledged, or arising out of this Purchase and Sale Agreement, Terry Bollea, on behalf of himself, his affiliated entities and legal successors and assigns (the "Releasors"), releases and absolutely and forever discharges Marvel Characters, Inc., and its shareholders, officers, directors, employees, agents, attorneys, and legal successors and assigns (the "Releasees"), of and from any and all claims, demands, damages, debts, liabilities, accounts, reckonings, obligations (statutory, contractual and common law), costs, expenses, remedies, liens, actions and causes of action relating to the HULK HOGAN, HULKAMANIA, HULKSTER, HOLLYWOOD HOGAN and HOLLYWOOD HULK HOGAN marks (collectively, the "HULK HOGAN Marks"), which Releasors now have, or at any time heretofore have had, whether known or unknown, suspected or unsuspected, against Releasees prior to the effective date of this Release, and Releasors further covenant not to sue Releasees with respect to any and all claims, demands, damages, debts, liabilities, accounts, reckonings, obligations (statutory, contractual and common law), costs, expenses, remedies, liens, actions and causes of action of every kind and nature whatsoever, which Releasors now have, or at any time heretofore have had, whether known or unknown, suspected or unsuspected, against Releasees prior to the effective date of this Release.

Dated this 24 day of February, 2005



Terry Bollea

Sworn to before me this 24 day of
February 2005.



Notary Public Emily Mathurin

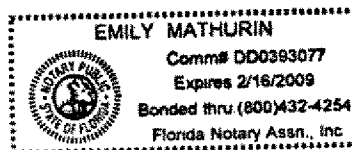


Exhibit B
Release and Covenant Not to Sue
Marvel to Bollea

Except with respect to the obligations created by, acknowledged, or arising out of this Purchase and Sale Agreement, Marvel Characters, Inc., on behalf of itself, its affiliated entities and their respective legal successors and assigns (the "Releasors"), releases and absolutely and forever discharges Terry Bollea, and his affiliated entities and its shareholders, officers, and directors, and their respective employees, agents, attorneys, and legal successors and assigns (the "Releasees"), of and from any and all claims, demands, damages, debts, liabilities, accounts, reckonings, obligations (statutory, contractual and common law), costs, expenses, remedies, liens, actions and causes of action relating to the HULK HOGAN, HULKAMANIA, HULKSTER, HOLLYWOOD HOGAN and HOLLYWOOD HULK HOGAN marks (collectively, the "HULK HOGAN Marks"), which Releasors now have, or at any time heretofore have had, whether known or unknown, suspected or unsuspected, against Releasees prior to the effective date of this Release, and Releasors further covenant not to sue Releasees with respect to any and all claims, demands, damages, debts, liabilities, accounts, reckonings, obligations (statutory, contractual and common law), costs, expenses, remedies, liens, actions and causes of action of every kind and nature whatsoever, which Releasors now have, or at any time heretofore have had, whether known or unknown, suspected or unsuspected, against Releasees prior to the effective date of this Release.

Dated this 25th day of February 2005



Marvel Characters, Inc.

By: John Teritesh
Title: Vice President

Sworn to before me this 25th day of
February 2005.



Notary Public

WALTER ELIOT BARD
Notary Public, State of New York
No. 31-4995676
Qualified in New York County
Commission Expires April 27, 2006