

03-09-2005

SHEET



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Tab Settings ⇄⇄⇄ V

To the Honorable Commissioner

102955973

Please record the attached original documents or copy thereof.

3-7-05

1. Name of conveying party(ies):
 CrossGeneration Comics, Inc.
 4023 Tampa Road, Suite 2400
 Oldsmar, FL 34677

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Florida
 Other _____

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name

Other _____

Execution Date: October 28, 2004

2. Name and address of receiving party(ies):

Name: Cal Publishing, LLC

Internal Address: _____

Street Address: 500 South Buena Vista Street

City: Burbank State: CA ZIP: 91521

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)
78/373,927
78/373,805
76/399,050

Additional numbers attached? Yes No - see attachment "B"

B. Trademark Registration No.(s)
2733294
2418912
2724688

OPR/FINANCE
MAR -7 AM 7:16

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

Name: THE WALT DISNEY COMPANY

Internal Address: Teri Mareks

Street Address: 500 South Buena Vista Street

City: Burbank State: CA ZIP: 91521-0662

6. Total number of applications and registrations involved: 66

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

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-0130

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

03/08/2005 ECDOPER 00000107 78373927

DO NOT USE THIS SPACE

01 FC:8521 40.00 DA
02 FC:8522 1625.00 DA

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Steven Plotkin
Attorney for Applicant

4/2/05

Signature

Date

Name of Person Signing

Total number of pages comprising cover sheet:

3

ATTACHMENT "B"

(Recordation Cover Sheet – Assignment dated October 28, 2004,
from CROSSGEN ENTERTAINMENT; CROSSGEN INTELLECTUAL PROPERTY &
CROSSGEN TECHNOLOGIES; to CAL PUBLISHING)

APPLICATION SERIAL NUMBERS	REGISTRATION NUMBERS
76/437,212	2418911
78/237,927	2422961
78/237,835	2418910
78/212,157	2592309
78/237,821	2580152
76/501,580	2595936
76/501,579	2695296
76/394,764	2589173
76/396,118	2592310
78/237,912	2733119
76/436,307	2572171
78/234,540	2524075
78/234,735	2486346
78/373,940	2580119
76/055,322	
76/436,309	
75/863,742	
75/983,218	
76/418,710	
76/436,312	
75/863,738	
76/436,306	
76/001,299	
78/373,830	
78/145,787	
76/381,686	
76/436,305	
76/268,200	
76/445,073	
76/436,313	
76/387,299	
76/436,310	
76/235,512	
76/436,311	
76/235,511	
76/436,304	
76/399,177	
75/942,749	

APPLICATION SERIAL NUMBERS	REGISTRATION NUMBERS
78/212,167	
76/358,202	
78/234,568	
76/436,308	
76/436,303	
76/436,302	
78/218,019	
76/374,046	

ASSIGNMENT OF TRADEMARKS

For the consideration set forth in that certain Asset Purchase Agreement dated October 18, 2004 (the "PURCHASE AGREEMENT") by and between CrossGen Entertainment, Inc., a Florida Corporation, CrossGen Intellectual Property, LLC, a Florida limited liability company, and CrossGen Technologies, LLC, a Florida limited liability company (collectively, "ASSIGNORS"), and Cal Publishing, LLC, a Delaware limited liability company (hereinafter ASSIGNEE), ASSIGNORS do hereby sell, assign, transfer, and convey to ASSIGNEE all worldwide rights, title and interest in and to, and to the use of, the trademarks and service marks identified on Schedule A attached hereto, which schedule is herein incorporated by reference, the goodwill and business symbolized thereby, and the applications and/or registrations thereof identified in said Schedule A (all of which are collectively referred to as the "MARKS"), together with the right to recover for past acts of infringement of the MARKS.

ASSIGNORS are conveying to ASSIGNEE good and marketable title to all the MARKS, free and clear of all liens and encumbrances; provided however, that this Assignment of Trademarks is subject in all respects to the provisions of the PURCHASE AGREEMENT and is not intended in any way to supersede, modify or qualify any provision of the PURCHASE AGREEMENT.

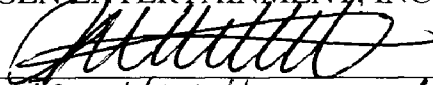
ASSIGNORS hereby covenant and agree that they will, at the request of ASSIGNEE and without further consideration, execute and deliver, and will cause their employees and agents to execute and deliver, such other instruments of sale, transfer, conveyance and assignment, and take such other action as may reasonably be necessary to more effectively sell, transfer, convey, assign and deliver to, and vest in, ASSIGNEE, its successors and assigns, good, clear, record and marketable title to the MARKS, and to put ASSIGNEE in actual possession thereof, to assist ASSIGNEE in exercising all rights with respect thereto and to carry out the purpose and intent of the PURCHASE AGREEMENT.

ASSIGNEE may hereafter file and prosecute such applications, maintain such registrations, and take such action to enforce and defend the rights hereby acquired by ASSIGNEE as ASSIGNEE in its sole discretion deems appropriate.

The United States Patent and Trademark Office is hereby authorized to deliver to ASSIGNEE, its attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment of Trademarks.

IN WITNESS WHEREOF, the undersigned have affixed their signatures this 28th day of
October 2004.

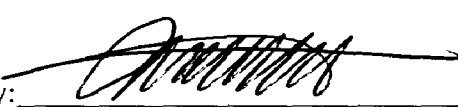
CROSSGEN ENTERTAINMENT, INC.

By: 
Name: Jennifer Hernandez
Title: Vice President

CROSSGEN TECHNOLOGIES, LLC.

By and through its Managing Member,

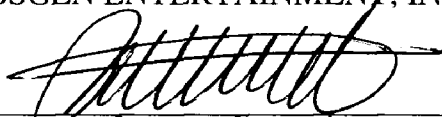
CROSSGEN ENTERTAINMENT, INC.

By: 
Name: Jennifer Hernandez
Title: Vice President

CROSSGEN INTELLECTUAL PROPERTY, LLC.

By and through its Managing Member,

CROSSGEN ENTERTAINMENT, INC.

By: 
Name: Jennifer Hernandez
Title: Vice President

SCHEDULE A

Serial Number	Reg. Number	Word Mark	Class
78373927	Pending	ABADAZAD	16
78373805	Pending	AMERICAN POWER	16
PENDING	Pending	ANIMAGINARY TAIL	16
PENDING	Pending	BEEVEE	9
<u>76399050</u>	PENDING	<u>BRATH</u>	9,28,41
<u>76437212</u>	PENDING	<u>BRATH</u>	16
PENDING	Pending	BRIDGES	9, 16
78237927	PENDING	CG UNIVERSE	16
78237835	PENDING	CGCYCLOPEDIA	9, 16
<u>78212157</u>	PENDING	<u>CHAMELEON</u>	9
78237821	PENDING	CHAMELEON	9
<u>76395297</u>	2733294	<u>CHIMERA Notice of Allowance rec'd</u>	16
<u>76501580</u>	PENDING	<u>CODE 6</u>	16
<u>76501579</u>	PENDING	<u>CODE 6 COMICS</u>	16
<u>76394764</u>	Pending	<u>COMICS ON THE WEB</u>	9,16
<u>76396118</u>	PENDING	<u>COMPENDIA</u>	16
PENDING	Pending	CRITTER JUNCTION	16
<u>75772889</u>	<u>2418912</u>	<u>CROSSGEN</u>	16
		<u>CROSSGEN CHRONICLES</u>	
<u>75863735</u>	2724688	<u>Allowed for Registration</u>	16
PENDING	PENDING	CROSSGEN COLLECTIBLES	28
<u>75772888</u>	<u>2418911</u>	<u>CROSSGEN COMICS</u>	16
78237912	PENDING	CROSSGEN UNIVERSE	16
<u>75772887</u>	<u>2422961</u>	<u>CROSSGENERATION</u>	16
<u>75772886</u>	<u>2418910</u>	<u>CROSSGENERATION COMICS</u>	16
<u>75863744</u>	<u>2592309</u>	<u>CROSSGENESIS</u>	16
<u>76154490</u>	<u>2580152</u>	<u>CRUX</u>	16
<u>76436307</u>	PENDING	<u>CRUX</u>	9,28,41
78234540	PENDING	DEMONWARS	16
78234735	PENDING	EL CAZADOR	16
78373940	Pending	HELLION	16
PENDING	Pending	JILLIAN OF THE JUNGLE	16
<u>76055322</u>	PENDING	<u>KID SIGIL</u>	16
PENDING	Pending	LEARNING ILLUSTRATED	16
<u>76436309</u>	PENDING	<u>MERIDIAN</u>	9,28,41
<u>75863742</u>	PENDING	<u>MERIDIAN</u>	9,28
		<u>MERIDIAN Statement of Use</u>	
<u>75983218</u>	PENDING	<u>Processing Complete</u>	16
PENDING	Pending	MONSTER RALLY	16
		<u>MONTHLY COMICS FOR YOUR</u>	
<u>76418710</u>	PENDING	<u>BOOKSHELF</u>	16
<u>76436312</u>	PENDING	<u>MYSTIC</u>	9,28,41
<u>75863738</u>	PENDING	<u>MYSTIC</u>	16
<u>76258158</u>	<u>2595936</u>	<u>NEGATION</u>	16
<u>76436306</u>	PENDING	<u>NEGATION</u>	9,28,41

SCHEDULE A

<u>76001299</u>	PENDING	<u>PSEUDOSAUR</u>	28
<u>78373830</u>	Pending	<u>RAVEN HOUSE</u>	16
PENDING	Pending	<u>RETRO ROBOT</u>	16
<u>78145787</u>	PENDING	<u>ROUTE 666</u>	9,28,41
		<u>ROUTE 666 Notice of Allowance</u>	
<u>76381686</u>	PENDING	<u>rec'd</u>	16
<u>76436305</u>	PENDING	<u>RUSE</u>	9,28,41
<u>76268200</u>	PENDING	<u>RUSE—Notice of Allowance rec'd</u>	16
<u>76384923</u>	<u>2695296</u>	<u>SAURIANS</u>	16
<u>76445073</u>	PENDING	<u>SAURIANS</u>	41
<u>76436313</u>	PENDING	<u>SAURIANS</u>	9,28,41
		<u>SAURIANS Notice of Allowance</u>	
<u>76387299</u>	PENDING	<u>rec'd</u>	9
<u>75863745</u>	<u>2589173</u>	<u>SCION</u>	16
<u>76436310</u>	PENDING	<u>SCION</u>	9,28,41
<u>76235512</u>	PENDING	<u>SCION</u>	9
<u>75863746</u>	<u>2592310</u>	<u>SIGIL</u>	16
<u>76436311</u>	PENDING	<u>SIGIL</u>	9,28,41
<u>76235511</u>	PENDING	<u>SIGIL Notice of Allowance rec'd</u>	9,28,41
<u>76326853</u>	<u>2733119</u>	<u>SIGIL WEAR</u>	25
<u>76192385</u>	<u>2572171</u>	<u>SOJOURN</u>	16
<u>76436304</u>	PENDING	<u>SOJOURN</u>	9,28,41
<u>76399177</u>	PENDING	<u>SOLUS</u>	16
<u>75942749</u>	PENDING	<u>SQUIT</u>	9,28
<u>78212167</u>	PENDING	<u>TAOSHIFT</u>	9
		<u>THE ADVERSARY Notice of</u>	
<u>76358202</u>	PENDING	<u>Allowance rec'd</u>	16
		<u>THE ADVERSARY Notice of</u>	
<u>76358202</u>	Pending	<u>Allowance rec'd</u>	16
PENDING	PENDING	<u>THE BETTER VIEWER</u>	9
<u>75831379</u>	<u>2524075</u>	<u>The CrossGen "sigil"</u>	16
<u>78234568</u>	PENDING	<u>THE CROSSOVERS</u>	16
<u>76059217</u>	<u>2486346</u>	<u>THE FIRST</u>	16
<u>76436308</u>	PENDING	<u>THE FIRST</u>	9,28,41
<u>76135851</u>	<u>2580119</u>	<u>THE PATH</u>	16
<u>76436303</u>	PENDING	<u>THE PATH</u>	9,28,41
<u>76436302</u>	PENDING	<u>THE WAY OF THE RAT</u>	9,28,41
<u>78218019</u>	PENDING	<u>VECTOR</u>	16
		<u>WAY OF THE RAT Notice of</u>	
<u>76374046</u>	PENDING	<u>Allowance rec'd</u>	16