

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
David & Goliath, Inc.		09/23/2005	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Marvel Characters, Inc.
Street Address:	9242 Beverly Boulevard
Internal Address:	Suite 350
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90210
Entity Type:	CORPORATION: DELAWARE

Name:	DC Comics
Street Address:	1700 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	PARTNERSHIP: NEW YORK

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78356610	SUPERHERO

CORRESPONDENCE DATA

Fax Number: (212)425-5288
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 425-7200
 Email: tmdocketny@kenyon.com
 Correspondent Name: Jonathan D. Reichman, Esq.
 Address Line 1: One Broadway

CH \$40.00 78356610

Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER: 45555/87001

NAME OF SUBMITTER: Jonathan D. Reichman, Esq.

Signature: /Jonathan D. Reichman/

Date: 10/14/2005

Total Attachments: 3
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TRADEMARK ASSIGNMENT

This Assignment is made this 23rd day of September, 2005 by David & Goliath, Inc., a Florida corporation with a principal place of business at 1230 South Myrtle Avenue, Suite 401, Clearwater, Florida 33756 (the ASSIGNOR), to Marvel Characters, Inc., a Delaware corporation with a principal place of business at 9242 Beverly Boulevard, Suite 350, Beverly Hills, California 90210, and DC Comics, a New York general partnership with a principal place of business at 1700 Broadway, New York, New York 10019 (collectively, the ASSIGNEES).

WITNESSETH THAT:

WHEREAS, ASSIGNOR is the owner of all right, title and interest in and to the trademark listed on the attached Schedule "A" (the "Mark"), including without limitation each of its component elements; the goodwill of the business appurtenant to and symbolized by the Mark; all common law rights in and to the Mark and each of its component elements; the application for registration identified in Schedule "A"; any registration resulting therefrom; and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Mark; and

WHEREAS, ASSIGNEES wish to acquire from ASSIGNOR, and ASSIGNOR wishes to grant to ASSIGNEES, any and all right, title and interest in and to the Mark, including without limitation each of its component elements; the goodwill of the business appurtenant to and symbolized by the Mark; all common law rights in and to the Mark and each of its component elements; the application for registration identified in Schedule "A"; any registration resulting therefrom; and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Mark,

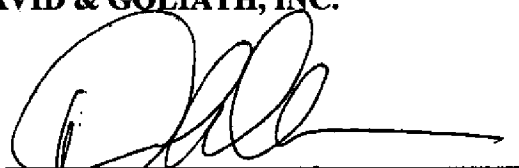
NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby assigns, sells, conveys, bequeaths, grants and transfers unto ASSIGNEES, all right, title and interest in and to the Mark, including without limitation each of its component elements; the goodwill of the business appurtenant to and symbolized by the Mark; all common law rights in and to the Mark and each of its component elements; the application for registration identified in Schedule "A"; any registration resulting therefrom; and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Mark, to be held and enjoyed by ASSIGNEES, their respective successors and assigns, to the same extent that such would have been held and enjoyed by ASSIGNOR had such assignment not been made.

Assignor assigns the Mark as part of that portion of the business to which the Mark pertains as required by Section 10 of the Trademark Act (15 U.S.C. § 1060).

DAVID & GOLIATH, INC.

Dated: September 23, 2005

By



Name: D Goldman

Title: COB

SCHEDULE A

TRADEMARK

APPLN. NO.

FILING DATE

SUPERHERO

78/356,610

January 23, 2004