

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TOKYOPOP Inc.		09/07/2006	CORPORATION:

RECEIVING PARTY DATA	
Name:	Comerica Bank
Street Address:	75 East Trimble Road, Mail Code 4770
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	3002976	PRINCESS AI
Registration Number:	3036873	SHUTTERBOX
Registration Number:	3018775	REIGN THE CONQUEROR
Registration Number:	2980024	STREET FURY
Serial Number:	78975681	KARMA CLUB
Registration Number:	2974650	REIGN THE CONQUEROR
Serial Number:	78814368	
Serial Number:	78801144	AI-LAND CHRONICLES
Serial Number:	78800523	
Serial Number:	78774638	FURY
Serial Number:	78735585	MANGA WORLD
Serial Number:	78718592	MANGA WORLD
Serial Number:	78713856	MANGA WORLD
Serial Number:	78713203	MANGA WORLD

CH \$1090.00 3002976

Serial Number:	78688079	LOVELESS
Serial Number:	78656166	
Serial Number:	78526940	IMANGA
Serial Number:	78476402	PRINCESS AI
Serial Number:	78434221	MANGA REVOLUTION
Serial Number:	78410722	FRIGHT ELEVATOR
Serial Number:	78410718	MANGA GIRL
Serial Number:	78382017	PRIEST
Registration Number:	3086820	PRIEST
Serial Number:	78355944	PRINCESS AI
Serial Number:	78275501	JUROR 13
Registration Number:	2853842	CINE-MANGA
Serial Number:	78263603	ZODIAC P.I.
Serial Number:	78257121	KARMA CLUB
Serial Number:	78256386	JUROR 13
Serial Number:	78255962	SHUTTERBOX
Serial Number:	78197580	TREASURE CHESS
Registration Number:	2773711	STREET FURY
Registration Number:	3018420	REIGN THE CONQUEROR
Serial Number:	78186511	STREET FURY
Serial Number:	78185760	SAMURAI GIRL
Registration Number:	2710753	TOKYOPOP
Registration Number:	2570864	SUSHIGIRL
Registration Number:	2472499	TOKYO POP
Registration Number:	2413272	TOKYOPOP
Registration Number:	2309728	MIXX TV
Registration Number:	2923500	@LARGE
Serial Number:	78975118	STRAY SHEEP
Registration Number:	2371091	CHIX COMIX

CORRESPONDENCE DATA

Fax Number: (415)693-2222

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: crhem@cooley.com

Correspondent Name: Cooley Godward LLP

Address Line 1: 101 California Street, 5th Floor

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: TOKYOPOP 036703-1175

NAME OF SUBMITTER: Chris Rhem

Signature: /CR/

Date: 09/19/2006

Total Attachments: 22

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is made as of September 7, 2006, by and between TOKYOPOP Inc., a California corporation ("Grantor"), and COMERICA BANK ("Secured Party").

RECITALS

A. Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan Agreement (Accounts and Inventory), dated as of September 7, 2006 (the "Loan Agreement;" all capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement).

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Secured Party, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under all of its intellectual property, including without limitation the following (all of which shall collectively be called the "**Collateral**"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held (subject to the terms of over-the-counter software licenses that are commercially available to the public);

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "**Patents**");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "**Trademarks**");

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Collateral, except for (i) Copyrights and/or Trademarks which are jointly owned by Grantor and third parties, as set forth in the Schedule A; and (ii) licenses granted by Grantor to its customers, licensees, and sublicensees in the ordinary course of business;

(b) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by which Grantor is bound;

(c) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for licenses granted by Grantor in the ordinary course of business, the reversion or expiration of non-material Copyrights under agreement to which Grantor is a party, or as otherwise set forth in this Agreement;

(d) To its knowledge, each of the Patents, if any, is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(e) Grantor shall deliver to Secured Party within thirty (30) days after the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any Patents, Copyrights or Trademarks, the status of any outstanding applications or registrations, and the expiration or reversion of Grantor's rights in any Copyrights, each to have occurred during such fiscal quarter. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) use commercially reasonable efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld;

(g) Grantor shall register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as the case may be, those-registerable intellectual property rights now owned or hereafter developed or acquired by Grantor to the extent that Grantor, in its reasonable business judgment, deems it appropriate to so protect such intellectual property rights.

(h) Secured Party may audit the Collateral to confirm compliance with this Section, provided such audit may not occur more often than twice per year, unless an Event of Default has occurred and is continuing.

(i) This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Grantor first has rights in such after acquired Collateral, in favor of Secured Party a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Documents;

(j) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Grantor with respect to the Collateral is accurate and complete in all material respects;

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts; and

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any Collateral, the ability of Grantor to dispose of any Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Collateral.

3. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 3.

4. Inspection Rights. Grantor hereby grants to Secured Party and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested.

5. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification but solely for the purpose of amending Exhibit A, Exhibit B and Exhibit C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law and (iii) after the occurrence of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

6. Events of Default. The occurrence of any of the following shall constitute an Event of Default under the Agreement:

(a) An Event of Default occurs under the Loan Documents; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within ten (10) days of the occurrence of such breach.

7. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense

incurred in disposing of the Collateral. All of Secured Party's rights and remedies with respect to the Collateral shall be cumulative.

8. Indemnity. Grantor agrees to defend, indemnify and hold harmless Secured Party and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Grantor, whether under this Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

9. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

10. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable outside attorneys' fees, costs and disbursements.

11. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

13. California Law and Jurisdiction; Jury Waiver. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Grantor and Secured Party consent to the exclusive jurisdiction of any state or federal court located in Santa Clara County, California. GRANTOR AND SECURED PARTY EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE LOAN AGREEMENT, THIS AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. If the Jury Waiver set forth in Section is not enforceable, then any dispute, controversy or claim arising out of or relating to this Agreement, the Loan Agreement or any of the transactions contemplated therein shall be settled by final and binding arbitration held in San Jose, California in accordance with the then applicable Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award resulting from arbitration may be entered into and enforced by any state or federal court having jurisdiction thereof.

14. Reference Provision.

(a) In the event the Jury Trial Waiver set forth above is not enforceable, the parties elect to proceed under this Judicial Reference Provision.

(b) With the exception of the items specified in clause (c), below, any controversy, dispute or claim (each, a "Claim") between the parties arising out of or relating to this Agreement or any other document, instrument or agreement between the undersigned parties (collectively in this Section, the "Comerica Documents"), will be resolved by a reference proceeding in California in accordance with the provisions of Sections 638 et seq. of the California Code of Civil Procedure ("CCP"), or their successor sections, which shall constitute the exclusive remedy for the resolution of any Claim, including whether the Claim is subject to the reference proceeding. Except as otherwise provided in the Comerica Documents, venue for the reference proceeding will be in the state or federal court in the county or district where the real property involved in the action, if any, is located or in the state or federal court in the county or district where venue is otherwise appropriate under applicable law (the "Court").

(c) The matters that shall not be subject to a reference are the following: (i) nonjudicial foreclosure of any security interests in real or personal property, (ii) exercise of self-help remedies (including, without limitation, set-off), (iii) appointment of a receiver and (iv) temporary, provisional or ancillary remedies (including, without limitation, writs of attachment, writs of possession, temporary restraining orders or preliminary

injunctions). This reference provision does not limit the right of any party to exercise or oppose any of the rights and remedies described in clauses (i) and (ii) or to seek or oppose from a court of competent jurisdiction any of the items described in clauses (iii) and (iv). The exercise of, or opposition to, any of those items does not waive the right of any party to a reference pursuant to this reference provision as provided herein.

(d) The referee shall be a retired judge or justice selected by mutual written agreement of the parties. If the parties do not agree within ten (10) days of a written request to do so by any party, then, upon request of any party, the referee shall be selected by the Presiding Judge of the Court (or his or her representative). A request for appointment of a referee may be heard on an ex parte or expedited basis, and the parties agree that irreparable harm would result if ex parte relief is not granted. Pursuant to CCP § 170.6, each party shall have one peremptory challenge to the referee selected by the Presiding Judge of the Court (or his or her representative).

(e) The parties agree that time is of the essence in conducting the reference proceedings. Accordingly, the referee shall be requested, subject to change in the time periods specified herein for good cause shown, to (i) set the matter for a status and trial-setting conference within fifteen (15) days after the date of selection of the referee, (ii) if practicable, try all issues of law or fact within one hundred twenty (120) days after the date of the conference and (iii) report a statement of decision within twenty (20) days after the matter has been submitted for decision.

(f) The referee will have power to expand or limit the amount and duration of discovery. The referee may set or extend discovery deadlines or cutoffs for good cause, including a party's failure to provide requested discovery for any reason whatsoever. Unless otherwise ordered based upon good cause shown, no party shall be entitled to "priority" in conducting discovery, depositions may be taken by either party upon seven (7) days written notice, and all other discovery shall be responded to within fifteen (15) days after service. All disputes relating to discovery which cannot be resolved by the parties shall be submitted to the referee whose decision shall be final and binding.

(g) Except as expressly set forth herein, the referee shall determine the manner in which the reference proceeding is conducted including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. All proceedings and hearings conducted before the referee, except for trial, shall be conducted without a court reporter, except that when any party so requests, a court reporter will be used at any hearing conducted before the referee, and the referee will be provided a courtesy copy of the transcript. The party making such a request shall have the obligation to arrange for and pay the court reporter. Subject to the referee's power to award costs to the prevailing party, the parties will equally share the cost of the referee and the court reporter at trial.

(h) The referee shall be required to determine all issues in accordance with existing case law and the statutory laws of the State of California. The rules of evidence applicable to proceedings at law in the State of California will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, enter equitable orders that will be binding on the parties and rule on any motion which would be authorized in a court proceeding, including without limitation motions for summary judgment or summary adjudication. The referee shall issue a decision at the close of the reference proceeding which disposes of all claims of the parties that are the subject of the reference. Pursuant to CCP § 644, such decision shall be entered by the Court as a judgment or an order in the same manner as if the action had been tried by the Court and any such decision will be final, binding and conclusive. The parties reserve the right to appeal from the final judgment or order or from any appealable decision or order entered by the referee. The parties reserve the right to findings of fact, conclusions of laws, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a reference proceeding under this provision.

(i) If the enabling legislation which provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by reference procedure will be resolved and determined by arbitration. The arbitration will be conducted by a retired judge or justice, in accordance with the California Arbitration Act §1280 through §1294.2 of the CCP as amended from time to time. The limitations with respect to discovery set forth above shall apply to any such arbitration proceeding.

(j) THE PARTIES RECOGNIZE AND AGREE THAT ALL CONTROVERSIES, DISPUTES AND CLAIMS RESOLVED UNDER THIS REFERENCE PROVISION WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS, HIS OR HER OWN CHOICE, EACH PARTY KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, AGREES THAT THIS REFERENCE PROVISION WILL APPLY TO ANY CONTROVERSY, DISPUTE OR CLAIM BETWEEN OR AMONG THEM ARISING OUT OF OR IN ANY WAY RELATED TO, THIS AGREEMENT OR THE OTHER COMERICA DOCUMENTS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address of Grantor:

5900 Wilshire Blvd., Suite 2000
Los Angeles, CA 90036

Attn: John Parker, President and Chief Operating Officer

Address of Secured Party:

75 E. Trimble Road
MC 4470
San Jose, CA 95131

Attn: Manager

GRANTOR:

TOKYOPOP Inc.

By: John Parker (P)

Its: VP

SECURED PARTY:

COMERICA BANK

By: [Signature]

Its: V.P.

SCHEDULE A

Jointly owned Copyrights and Trademarks

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Priest: vol 12	TX6306376	02/02/06
Priest: vol 4	TX6306375	02/02/06
Priest: vol 9	TX6306374	02/02/06
Priest: vol 5	TX6306373	02/02/06
Priest: vol 13	TX6306372	02/02/06
Priest: vol 3	TX6306371	02/02/06
Priest: vol 2	TX6306370	02/02/06
Priest: vol 10	TX6306369	02/02/06
Priest: vol 7	TX6306368	02/02/06
Priest: vol 8	TX6310656	02/02/06
Priest: vol 14	TX6310655	02/02/06
Priest: vol 11	TX6310654	02/02/06
Priest: vol 6	TX6310653	02/02/06
Psychic academy: vol 2	PAu2989976	11/01/05
Initial D: Evo III vs. FC3S: vol 12	PAu2981781	06/28/05
MBQ: vol 1	TXu1269546	06/28/05
Devil may cry 3: code 1, Dante / Suguro Chayamachi	TX6253840	11/01/05
Mobile suit Gundam seed: 1, Divergent strike / original story by Hajime Yatate and Yoshiyuki Tomino; wrtten by Liu Goto;	TX6253839	11/01/05
Moble suit gundam ecole du ciel: vol 1	TX6253969	11/01/05
Lights out, Vol 1	TX6256982	11/01/05
Initial D: battle: 09FC3S vs. AE86 Akina's superstar challenge	PA1287307	03/08/05
Girls bravo: vol 1	TXu1257163	08/30/05
Kanpai!: vol 1 592699 v3/HN	TXu1257162	08/30/05

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Chrono Code: vol 1	TX6225978	09/12/05
Beck: Mongolian chop squad: gig [vol] 1 / by Harold Sakuishi	TX6220934	08/30/05
Honey mustard: [vol] 1 / Ho-Kyung Yeo	TX6220933	08/30/05
.hack//AI buster: [vol 1] / story by Tatsuya Hamazaki; Ill. by Rei Izumni	TX6220932	08/30/05
Street fury jade underscore	PA1287020	08/20/04
Rizelmine: vol 1 / Yukiru Sugisaki	TX6227525	08/30/05
Planet blook: vol 1 / created by Kim Tae-Hyung	TX6141129	02/02/05
Sweat and honey / by Mari Okazaki	TX6141126	02/02/05
Blazin' barrels: vol 1	TX6196621	06/28/05
Arcana: vol 1	TX6196620	06/28/05
Van Von Hunter, vol 1	TXu1243070	04/08/05
Marmalade boy ultimate scrapbook: vol 1	PA1245643	08/19/04
Initial D: vol 3, Challenge: night kids	PA1245642	08/19/04
Initial D: vol 4, Myogi's downhill technician	PA1245641	08/19/04
Samurai girl real bout high school: vol 3, Strange journeys	PA1245640	08/19/04
Initial D: vol 2, Challenge, red suns	PA1245639	08/19/04
GTI, great teacher Onizuka: vol 9, Field trips	PA1245638	08/19/04
Saint tail: vol 5, Justice	PA1245635	08/19/04
Street fury: episode TI., Lust	PA1245634	08/19/04
GTO, great teacher Onizuka: vol 4, The test	PA1245631	08/19/04
Reign: the conqueror: vol 3, Domination	PA1245630	08/19/04
Stray sheep 592699 v3/HN	SR353167	12/30/04

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Rave-olution	SR363166	12/30/04
Qwan	TX6166593	03/08/05
The tarot café	TX6166383	03/08/05
Street fury underground	PAu2907836	10/27/04
Initial D: vol 8, Battles in the rain	PAu2907832	10/27/04
Street fury envy	PA1273707	03/08/05
Liling-po: vol 1	TXu1227852	02/02/05
Marmalade boy ultimate scrpabook: vol 3	PAu2931471	01/21/05
RG Veda: vol 1	TXu1228974	04/08/05
Sokora refugees: vol 1	TXu1228973	04/08/05
In dream world: vol 1	TXu1228972	04/08/05
Heaven above Heaven: vol 1	TXu1228971	04/08/05
Visitor: vol 1	TXu1228970	04/08/05
ID-entity: vol 1	TXu1228969	04/08/05
Clamp art works: South Side illustration book	TXu1225959	02/02/05
Chronicles of the cursed sword: vol 1	TX6093942	05/07/04
Marmalade boy ultimate scrpabook: vol 2	PA1264199	01/21/05
Alichino: vol 1	TXu1223847	01/21/05
Soul to Seoul: vol 1	TXu1215455	12/17/04
Tokyo tribes: vol 1	TX6113461	09/21/04
Slayers: vol 3, The ruby eye	TX6113460	09/21/04
Tokyo Babylon: vol 1	TX6093625	05/17/04
Crescent moon: vol 1	TX6093624	05/17/04
Doll: vol 1	TX6093623	11/02/04
Model: vol 1	TX6093622	05/17/04
Threads of time: vol 1 592699 v3/HN	TXu1215839 10	08/20/04

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Lupin III – world’s most wanted: vol 1	TXu1215837	08/20/04
Lagoon engine: vol 1	TXu1216447	12/17/04
Dears.	TXu1216446	12/17/04
Peach Girl: vol 1	TXu1206653	10/13/04
Cross: vol 1	TXu1206652	10/13/04
Mobile Suit Gundam Seed Astray R: vol 1	TXu1221492	01/21/05
Flower of the deep sleep: vol 1	TXu1213269	12/17/04
The queen’s knight: vol 1	TXu1213268	10/27/04
Hyper police	TXu1213266	12/17/04
PhD phantasy degree: vol 1	TXu1213265	12/17/04
Diabolo: vol 1	TXu1206679	10/13/04
Initial D: vol 7, The end of summer	PA1246978	10/27/04
Street fury inferno	PA1246943	09/02/04
Eternity: vol 1	TXu1203587	06/29/04
Evil’s return: vol 1	TXu1203586	06/29/04
Princess Ai: vol 1	TXu1203585	06/29/04
Mobile Suit Gundam Seed: astray: vol 1	TX6070062	05/04/04
SuikodenIII: vol 1	TX6084959	08/03/04
GTO great teacher Onizuka: no. 8, Transformations	PA1240417	10/31/03
Brigadoon: vol 1, Marin & melan blue	PA1240411	10/31/03
Brigadoon: vol 3, The celestial word	PA1240410	10/31/03
Reign the conqueror: vol 4, Destruction	PA1240409	10/31/03
Initial D: Akina’s downhill specialist: no. 1	PA1240408	10/31/03
Great teacher Onizuka: no. 10, Accusations	PA1240405	10/31/03

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Saint Tail: vol 4, Moonlight	PA1242829	08/19/04
Street fury inferno.	PA1242828	08/19/04
Neck and neck: vol 1	TXu1208691	11/22/04
Love or money: vol 1	TXu1208690	11/22/04
Mouryou Kiden: legend of the nymph: vo. 1	TXu1208689	11/22/04
President Dad: vol 1	TXu1208688	11/22/04
Hyper Rune: vol 1	TXu1206626	10/13/04
Initial D: battle 05: duct tape death match	PA1237937	07/02/04
Initial D: battle 06: asphalt angels	PA1237936	07/02/04
Anime: concept to reality	PA1237935	07/02/04
To the one I love	TXu1204328	10/13/04
Crazy love story: vol 1	TXu1204327	10/13/04
King of Hell: vol 1	TX6020756	05/07/04
Forbidden dance: vol 1	TX6020755	05/07/04
Initial D: vol 1	TX6023698	05/17/04
Mahoromatic: automatic maiden: vol 1	TX6023697	05/17/04
Arm of Kannon: vol 1	TX6023696	05/17/04
Street fury: episode ti., Ice	PA1236042	07/02/04
Street fury: episode ti., Exposed	PA1236041	07/02/04
Street fury: episode ti., Onyx	PA1236040	07/02/04
Street fury: Jade	PA1236122	07/02/04
Culdcept: vol 1	TXu1188560	08/03/04
Warriors of Tao: vol 1	TXu1188559	08/03/04
Legend of Chun Hyang	TXu1188558	08/03/04
Initial D: vol 2	TX5984168	07/25/02
Kodocha: Sana's stage: vol 1	TX5984167	07/25/02

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
CLAMP School Detectives: vol 1 of 3	TX5966528	05/05/04
School's in session	PA1220796	05/09/02
Initialize	PA1220795	05/09/02
Sushi Girl: 1	TX5958634	02/13/02
Sailor Moon: [vol] 5	TX5958633	02/13/02
SaintTail: 1	TX5958632	02/13/02
X-day: volume 1	TX5963755	05/14/04
@Large: vol 1	TX5990254	06/29/04
Sorcerer hunters: vol 6	TX5979936	02/20/02
Under the glass moon: vol 1	TX5960952	05/14/04
Gate keepers: vol 1	TX5960951	05/14/04
Confidential confessions: vol 1	TX5960950	05/14/04
The vision of escaflowne: vol 1	TX5960949	05/14/04
Wild act: vol 1	TX5960948	05/14/04
Angel nest: [vol 1]	TX5960947	05/14/04
Angel [vol 1]	TX5960946	05/14/04
Dragon hunter: vol 1	TX5966362	10/31/03
Reality check: vol 1	TX5966361	04/18/03
Ice blade: 1	TX5926848	06/03/02
Magic knight Rayearth: 2	TX5952371	02/20/02
Juline: 3	TX5952369	02/20/02
Shaolin sisters: vol 3	TX5829417	10/31/03
Reign: the conquerer 'worthy of your soul'	SR346403	11/04/03
The Skull Man: vol 1	TX5961988	05/05/04
INVU: vol 1	TX5961987	05/05/04
Digimon: Digital Monsters: zero two: vol 1	TX5959023	05/14/04
Brigadoon: vol 1 of 2 592699 v3/HN	TX5959022	05/14/04

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Brain powered: vol 1	TX5959021	05/14/04
Lament of the lamb: vol 1	TX5959020	05/14/04
Miyuki-Chan in Wonderland	TX5959019	05/14/04
Vampire game: vol 1	TX5959018	05/14/04
Saiyuki: vol 1	TX5959017	05/14/04
Saber Marionette J: vol 1	TX5959016	05/14/04
Digimon Tamers: digital monsters: vol 1	TX5959014	05/14/04
Rebirth: vol 1	TX5954479	05/05/04
Gatekeepers: vol 1	TX5954478	05/05/04
Kare Kano: his and her circumstances: vol 1	TX5954477	05/05/04
Man of many faces: vol 1	TX5954476	05/05/04
Clover 3	TX5945371	02/20/02
World of Hartz	TX5962889	05/14/04
Pet shop of horrors: vol 1	TX5961755	05/07/04
Battle Vixens: vol 1	TX5959811	05/04/04
The Candidate for Goddess: vol 1	TX5959810	05/04/04
Eerie Queerie!: vol 1	TX5959809	05/04/04
Snow Drop: vol 1	TX5959808	05/04/04
Faeries' landing: vol 1	TX5959807	05/04/04
The demon Ororon: vol 1	TX5959806	05/04/04
B'TX: vol 1	TX5959805	05/04/04
Pita-ten: vol 1	TX5959804	05/04/04
The aromatic bitters	TX5959803	05/04/04
The rules of love	TX5955949	05/04/04
One: vol 1	TX5955948	05/04/04
Ai Yori Aoshi: vol 1	TX5955947	05/04/04
Ranarok: 1 592699 v3/HN	TX5926914	06/03/02

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Paradise Kiss: 1	TX5926913	06/03/02
Cowboy bebop: vol 1	TX5926912	06/03/02
Mars: vol 1	TX5926911	06/03/02
Samurai Girl: vol 1	TX5926910	06/03/02
Chobits: [vol 1]	TX5926909	06/03/02
GTO: Great Teacher Onizuka: vol 1	TX5926908	06/03/02
Marmalade Boy: 1	TX5926907	06/03/02
Tokyopop presents Dragon Knights: 1	TX5926906	06/03/02
Cowboy bebop: shooting star: vol 1	TX5966290	04/18/03
Scryed: vol 1	TX5966289	04/18/03
Lupin III: vol 3	TX5966288	04/18/03
Happy mania: vol 1	TX5966287	04/18/03
Saholin sisters: vol 1	TX5966286	04/18/03
Rave master: vol 1	TX5966285	04/18/03
Fruits basket: vol 1	TX5953665	04/26/04
Sgt. Frog: vol no. 1	TX5953664	04/26/04
Digimon: vol 1	TX5953663	04/26/04
DN angel: vol 1	TX5953662	04/26/04
AI love you: vol 1	TX5953661	04/26/04
Psychic Academy: vol 1	TX5953660	04/26/04
Kill me, kiss me: vol 1	TX5953659	04/26/04
Les Bijoux: vol 1	TX5953658	04/26/04
Suki: vol 1	TX5953657	04/26/04
GetBackers: vol 1	TX5953656	04/26/04
Parasyte: bk 8	TX5952350	02/20/02
Comic party: vol 1	TXu1181240	06/11/04
Crest of the stars	TXu1181239	06/11/04

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Immortal Rain: vol 1	TXu1181238	06/11/04
Shirahime-Syo	TX5954606	05/05/04
Cyborg 009: vol 1	TX5828466	10/31/03
Gravitation: vol 1	TX5832156	10/31/03
Clamp School Defenders: Duklyon: vol 1	TX5832155	10/31/03
Baby Birth: vol 1	TX5832153	10/31/03
The opera house murders	TX5832152	10/31/03
FLCL: vol 1	TX5832151	10/31/03
.hack//Legend of the Twilight: vol 1	TX5832093	10/31/03
Vampire princess: episode ti., Illusion	PA1216941	02/06/02
Saint Tail: episode ti., It's show time	PA1216940	02/06/02
Vampire princess: epidsode ti., Haunting	PA1216939	02/06/02
Saint Tail: episode ti., Thief of hearts	PA1216938	02/06/02
Vampire princess: epidosde ti., Initiation	PA1216937	02/06/02
Enchanted collection	PA1212552	10/31/03
Fake: vol 1	TX5828467	10/31/03
Battle Royale: vol 1	TX5832154	10/31/03
Demon Diary	TX5832847	10/31/03
Between the sheets	TX5832846	10/31/03
The rising stars of Manga: vol 1	TX5832879	10/31/03
GTO great teacher Onizuka: no 5, Betrayal	PA1151124	04/18/03
Reign the Conqueror: no 2, Obsession	PA1151123	04/18/03
Street Fury: chrome	PA1151117	04/18/03
GTO great teacher Onizuka: no 6, Holy Forest	PA1151109	04/18/03

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Reign the Conqueror: no 1, Ascension	PA1151108	04/18/03
GTO great teacher Onizuka: no 7, Showbiz	PA1151106	04/18/03
FMW: legend dawns	PAu2748020	02/06/02
Rebound: vol 1	TX5737336	04/18/03
Real Bout High School: no 1, Enter the samurai girl	PA1134327	07/25/02
Real Bout High School: no 2, Netherworld battle	PA1134326	07/25/02
GTO great teacher Onizuka: no 2, The bully	PA1133991	07/25/02
Vampire princess: no. 22-26, The last shinma	PA1133990	07/25/02
GTO great teacher Onizuka: no 1	PA1133987	07/25/02
Vampire princess: episode t., Dark love	PA1125738	11/13/02
Vampire princess: episode ti., Mystery	PA1125737	11/13/02
The final battle PA1125732	PA1125732	11/13/02
Island: vol 1	TXu1101405	02/20/02
Sailor Moon scout guide meet Sailor Jupiter: thunder	TXu1101404	02/20/02
Peach girl: 1	TXu1101403	02/20/02
Corrector Yui: vol 1	TXu1101402	02/20/02
Harlem beat: no 7	TXu1101401	02/20/02
Mobile Suit Gundam Wing: vol 1	TXu1101400	02/20/02
Street fury	PA1126936	11/13/02
The art of magic knight Rayearth: vol 1	TX5638644	11/13/02
Priest	TX5638623	11/13/02
Cardcaptors: master of the clow: vol 1	TX5638622	11/13/02
Cardcaptors 592699 v3/HN	TX5638621	11/13/02

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Mobile suit gundam wing: endless waltz	Tx5638620	11/13/02
Love Hina: vol 3	TX5638619	11/13/02
Wish 1	TX5638618	11/13/02
The enforcer: the best of Tanaka	PAu2659475	02/20/02
The judgment	PAu2659474	02/20/02
Angelic layer	TXu1050984	07/25/02
The art of cardcaptor sakura	TXu1047705	07/25/02
Mobile Suit Gundam the 08th MS	TXu1035790	06/03/02
Cowboy Bebop: Anime guide: v. 001	TXu1035804	06/03/02
FMW – King of the death match	PAu2621859	02/06/02
FMW – The flying assassin	PAu2621858	02/06/02
FMW – Ring of torture	PAu2621857	02/06/02
FMW – Torn to shreds	PAu2621856	02/06/02
FMW – crash ‘n burn	PAu2621855	02/06/02
Street fury: gold	PAu2621854	02/06/02
FMW – total carnage	PAu2621853	02/06/02
Yokohama deathmatch	PAu2621852	02/06/02
Street fury – red	PAu2621852	02/20/02
High school ghost hustlers	PAu2621850	02/20/02
Jidols: episode ti., Jun	PAu2637846	02/06/02
Jidols: episode ti., Fukakyon	PAu2637845	02/06/02
Jidols: episode ti., Nanae	PAu2637844	02/06/02
Jidols: episode ti., Race queens 2	PAu2637843	02/06/02
Jidols: episode ti., Race queens 1	PAu2637842	02/06/02
Jidols: episode ti., Fumika	PAu2637841	02/06/02
Jidols: episode ti., Yuka	PAu2637840	02/06/02
Jidols: episode ti., Miho	PAu2637839	02/06/02

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TRADEMARK
REEL: 003393 FRAME: 0325

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
International slaughter house	PAu2635209	02/06/02
War of attrition – ego’s collide	PAu2635208	02/06/02
Rule the asylum – champions of FME	PAu2637446	02/13/02
Final encounter: backdraft	PAu2637445	02/13/02
J idols – Miki	PAu2637444	02/13/02
J-idols – Natsumi	PAu2637443	02/13/02
Saint tail: spring love	PAu2637408	02/20/02
Miracle girls: ser 2	TXu992858	02/13/02
Cardcaptor Sakura: ser 4	TXu992857	02/13/02
StarS	TXu992856	02/13/02
SuperS	TXu992855	02/13/02
Spring and chaos: the life story of Kenji Miyazawa	PAu2458470	06/28/99
Parastye: no 1	TX5074341	06/28/99
Sailor Moon: A scout is born	TX5003823	06/28/99

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Registration/Application Date</u>
None		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
Princess AI Princess Love	3,002,976	09/27/05
Shutterbox	3,036,873	12/27/05
Reign the Conqueror	3,018,775	11/22/05
Street Fury	2,980,024	07/26/05
Karma Club	78/975,681	06/02/03
Reign the Conqueror	2,974,650	07/19/05
(design only)	78/814,368	02/14/06
AI-Land Chronicles	78/801,144	01/27/06
(design only)	78/800,523	01/26/06
Fury	78/774,638	12/15/05
Manga World	78/735,585	10/18/05
Manga World	78/718,592	09/22/05
Manga World	78/713,856	09/15/05
Manga World	78/713,203	09/14/05
Loveless	78/688,079	08/08/05
(design only)	78/656,166	06/22/05
Imanga	78/526,940	12/03/04
Princess AI Princess Love	78/476,402	08/31/04
Manga Revolution Comic Revolution	78/434,221	06/11/04
Fright Elevator	78/410,722	04/29/04
Manga Girl Comics Girl	78/410,718	04/29/04
Priest	78/382,017	03/10/04
Priest	3,086,820	04/25/06
Princess AI Princess Love	78/355,944	01/22/04

Juror 13	78/275,501	07/17/03
Cine-Manga	2,853,842	06/14/04
Zodiac P.I.	78/263,603	06/17/03
Karma Club	78/257,121	06/02/03
Juror 13	78/256,386	05/30/03
Shutterbox	78/255,962	05/29/03
Treasure Chess	78/197,580	12/23/02
Street Fury	2,773,711	10/14/03
Reign the Conqueror	3,018,420	11/22/05
Street Fury	78/186,511	11/19/02
Samurai Girl	78/185,760	11/15/02
Tokyopop	2,710,753	04/29/03
Sushigirl	2,570,864	05/21/02
Tokyo Pop	2,472,499	07/24/01
Tokyopop	2,413,272	12/12/00
MIXX TV	2,309,728	01/18/00
@LARGE	2,923,500	02/01/05
Stray Sheep	78/975,118	07/23/01
Chix Comix	2,371,091	07/25/00