

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
Marvel Characters, Inc.		10/05/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MVL RIGHTS LLC		
Street Address:	1600 Rosecrans Avenue		
City:	Manhattan Beach		
State/Country:	CALIFORNIA		
Postal Code:	90266		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2834185		
CORRESPONDENCE DATA			
Fax Number:	(212)576-8569		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212 576-8501		
Email:	ebard@marvel.com		
Correspondent Name:	Eli Bard c/o Marvel Entertainment, LLC		
Address Line 1:	135 West 50th Street, 7th Floor		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Eli Barc		
Signature:	/elibard/		
Date:	10/05/2010		
Total Attachments: 2 source=TM assign#page1.tif			

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 REEL: 004290 FRAME: 0637**

SUPPLEMENTAL SHORT FORM TRADEMARK ASSIGNMENT

This Supplemental Short Form Trademark Assignment (the "Supplemental Trademark Assignment") is subject to all the terms and conditions of that certain Assignment Agreement (the "Original Assignment Agreement") between Marvel Characters, Inc. ("MCI") and MVL Rights LLC ("MRI") dated as of August 31, 2005 as amended by that certain Amendment No. 1 to the Transaction Documents (the "Amendment") dated as of the date hereof by and between MCI, MRI, HSBC Bank USA, National Association, in its capacity as Collateral Agent, Ambac Assurance Corporation, in its capacity as Control Party, MVL Productions LLC, Marvel Studios, Inc. and MVL Film Finance LLC and as further amended, restated or modified from time to time (such Original Assignment Agreement as amended by the Amendment and as further, amended, restated or modified from time to time, the "Assignment Agreement").

This Supplemental Trademark Assignment amends that certain Short Form Trademark Assignment dated as of August 31, 2005 by MCI to add the Trademark listed on Schedule A. In the event of a conflict between this Supplemental Trademark Assignment and the Assignment Agreement, the terms of the Assignment Agreement shall control.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MCI hereby assigns, grants, transfers and conveys to MRI all of MCI's right, title and interest of every kind and nature throughout the world in perpetuity in and to the Trademark (as defined in the Assignment Agreement) set forth on Schedule A attached hereto and incorporated herein by this reference.

MCI's assignment, grant, transfer and conveyance of its rights in and to the Trademark shall include, without limitation, all rights that may now or hereafter be vested, together with all national, foreign, state and common law registrations, applications for registration and renewals and extensions thereof; all goodwill associated therewith; and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any rights in the Trademark; and to settle and retain proceeds from any such actions). MCI hereby reserves all right, title and interest of every kind and nature not expressly assigned to MRI in the Assignment Agreement, including without limitation, all right, title and interest of every kind and nature in and to all of MCI's trademarks, service marks and logos not included in the Trademarks.

IN WITNESS WHEREOF, a duly authorized representative of MCI has executed this Supplemental Trademark Assignment on October 5, 2010.

MARVEL CHARACTERS, INC.

By: 

Name: Ryan Potter
Title: Secretary

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SCHEDULE A TO SUPPLEMENTAL TRADEMARK ASSIGNMENT

<u>MARK</u>	<u>CLASS</u>	<u>REGISTRATION NUMBER</u>
The Color Bright Green	28	2,834,185

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