

OMB No. 0651-0011 (exp. 4/94)

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To the Honorable Commissioner of P

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ached original documents or copy thereof.

1. Name of conveying party(ies):

Comicology, Incorporated

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Trust
- Merger
- Change of Name

July 26, 1996 and

Execution Date: August 13, 1996

2. Name and address of receiving party(ies)

Francis E. Ward Family

Name: Trust Dated July 3, 1996

Internal Address:

Street Address: 350 South Beverly Drive

City: Beverly Hills State: CA ZIP: 90212

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Trust

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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,740,961



11-16-1998

Additional numbers attached? Yes No

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #57

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

Name: Edwin Komen

Internal Address: Cleary & Komen

Street Address: 600 Pennsylvania Avenue, S.E. Suite 200

City: Washington State: DC ZIP: 20003

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

12/04/1998 NGUYEN 00000136 1740961

FC:481 40.00 DP

DO NOT USE THIS SPACE

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.

Francis E. Ward

Name of Person Signing

[Handwritten Signature]
Signature

11/11/98

Date

3

Total number of pages including cover sheet, attachments, and document:

ASSIGNMENT AND ASSUMPTION AGREEMENT

For and in consideration of the payment of the sum of Ten Thousand Dollars (\$10,000.00) and the receipt of other valuable consideration, Comicology, Incorporated ("Comicology") on behalf of itself and its assigns, does hereby sell, assign, transfer and convey to the Francis E. Ward Family Trust dated July 3, 1996 ("Ward") all right, title and interest which it has pursuant to that certain assignment dated May 2, 1994 of that certain Agreement dated April 17, 1991 (as of October 29, 1990) between Bandai America Incorporated ("Bandai") and Hahn Productions ("Hahn") (the "Hahn Agreement") including, but not limited to, any interest which Comicology may have in the copyright applications, trademark applications, copyrights, trademarks, copyright registrations and trademark registrations with regard to the property "Little Dracula" (the "Property") and all television programs and music contained therein based on the Property.

Comicology hereby delegates to Ward the performance of all of Comicology's executory obligations owed to Hahn under the Hahn Agreement other than those required by the second and third grammatical paragraphs of paragraph 10 of the Hahn Agreement. Ward hereby agrees to assume and perform all of Comicology's executory obligations to Hahn under the Hahn Agreement except for the obligations set forth in the second and third grammatical paragraphs of paragraph 10 of the Hahn Agreement.

Comicology represents and warrants to Ward that as of the date of this Agreement that it has performed all of its

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obligations to Hahn which it is, and has been, required to perform and Comicoogy agrees to indemnify and defend Ward from and against any and all claims, causes of action, suits, proceedings and judgments, as well as all costs and expenses relating to same (including attorney's fees) of any nature whatsoever based upon, arising out of, or caused by any breach or alleged breach of the Hahn Agreement by Comicoogy or Bandai.

Ward agrees to indemnify and defend Comicoogy and Bandai from and against any and all claims, causes of action, suits, proceedings and judgments, as well as all costs and expenses relating to same (including attorney's fees) of any nature whatsoever based upon, arising out of, or caused by any breach or alleged breach of the Hahn Agreement by Ward.

The parties hereto have agreed that this Agreement is to take effect on the date set forth opposite their names.

COMICOLOGY, INCORPORATED

Date: 8/13/96

By: *Muri L Ward*
 Its: *Secretary*
 SECRETARY

FRANCIS E. WARD FAMILY TRUST
 DATED JULY 3, 1996

Date: 7/26/96

By: *[Signature]*
 Its: Trustee