

03-06-2003

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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RE



102382067

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Brian Pulido

3-4-03

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

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

3. Nature of conveyance:

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

Execution Date: 07/26/02

2. Name and address of receiving party(ies)

Name: Chaos Comics, Inc.

Internal Address: Suite 300

Street Address: 14425 N. Scottsdale Road

City: Scottsdale State: AZ Zip: 85254

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

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) _____
76419640

B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

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

Name: Edward T. White

Internal Address: Riverfront Plaza, East Tower

Street Address: 951 East Byrd Street

City: Richmond State: VA Zip: 23219-4074

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account (for additional fees)

8. Deposit account number:

08-3436

DO NOT USE THIS SPACE

9. Signature.

Edward T. White

Name of Person Signing

Signature

02/25/03

Date

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

5

03/05/2003 ECDOPER 00000103 76419640 Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:6521

40.00 OP

TRADEMARK
REEL: 002684 FRAME: 0073

JUL-30-2002 11:07 FROM:

ASSIGNMENT

This Assignment is made this 26th day of July 2002 (the "Effective Date"), by Brian Pulido, individually, for himself and his heirs, designees, agents, legal counsel, executors, administrators, successors and assigns ("Pulido") to Chaos Comics, Inc., an Arizona corporation, whose address is 14425 N. Scottsdale Road, Suite 300, Scottsdale, Arizona 85254, for itself and its officers, directors, employees, managers, subsidiaries, partners, parent companies, sister companies, holding companies, agents, legal counsel, successors and assigns ("Chaos"), as set forth below.

WHEREAS, Pulido is the owner of the following LADY DEATH Trademarks and Copyrights:

COPYRIGHTS - LADY DEATH: The Reckoning #1, #2, #3 and
 LADY DEATH #1/2
 LADY DEATH: Between Heaven & Hell #1, #2, #3, #4
 LADY DEATH: The Odyssey #1, #2, #3, #4
 LADY DEATH: THE CRUCIBLE #1/2
 LADY DEATH: THE CRUCIBLE #1, #2, #3, #4, #5, #6
 LADY DEATH: #0
 LADY DEATH: Monthly #1, #2, #3, #4, #5, #6, #7, #8, #9,
 #10, #11, #12, #13, #14, #15, #16
 LADY DEATH: The Rapture #1, #2, #3, #4
 LADY DEATH: Judgment War Prelude, #1, #2, #3
 LADY DEATH: Dark Millennium #1, #2, #3
 LADY DEATH: Tribulation #1, #2, #3, #4
 LADY DEATH: Alive #1, #2, #3, #4
 LADY DEATH: Last Rites #1, #2, #3, #4
 LADY DEATH: The Gauntlet #1, #2
 LADY DEATH: Goddess Returns #1, #2
 LADY DEATH: Dark Alliance #1, #2, #3, #4, #5

LADY DEATH/BAD KFFTY #1
 LADY DEATH/PURGATORI #1
 LADY DEATH/JADE #1
 LADY DEATH/BEDLAM #1
 LADY DEATH/UNITED #1
 LADY DEATH/Medieval Witchblade #1
 LADY DEATH/VAMPIRELLA #1
 LADY DEATH/VAMPIRELLA II #1
 LADY DEATH/CHASITTY#1
 LADY DEATH: Mischief Night #1
 LADY DEATH: Love Bites #1
 LADY DEATH: Heartbreaker #1
 LADY DEATH: Untold Tales #1
 LADY DEATH: Dragon Wars #1
 LADY DEATH: Retribution #1
 LADY DEATH: River of Fear #1
 LADY DEATH IN LINGERIE #1
 LADY DEATH SWIMSUIT #1
 LADY DEATH SWIMSUIT 2001 #1

TRADEMARK-

LADY DEATH: including the LADY DEATH pending
 trademark application that was filed on with the United
 States Trademark office which lists Brian Pulido as the
 owner (and for which he is signing separately) the LADY
 DEATH mark for "Comic books" in international class 16
 and for all products which have been sold under the LADY
 DEATH mark by Chaos Comics, Inc. and which have not
 been applied for with the United States Trademark office;

and

WHEREAS, Chaos! is desirous of acquiring an undivided One Hundred percent
 (100%) ownership interest in the above identified Trademarks and Copyrights including

but not limited to, publishing, motion picture, film, television, videogame, interactive cellular or other telephone and/or personal data assistant device, internet, web based, broadband, merchandising, toys, games, apparel and publicity rights and including but not limited to, all names, characters, character attributes, representations, logos, likenesses, environmental settings, costumes, plot elements, and devices including, but not limited, to weapons and gadgets, with all ancillary and derivative rights and all worldwide rights thereto (the "Intellectual Property").

NOW, THEREFORE, for and in consideration of the sum of \$1.00 (one dollar) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Assignment hereby agree as follows:

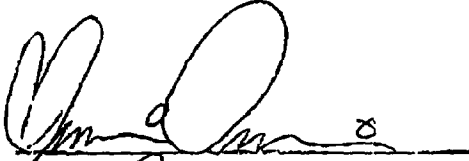
1. Pulido hereby assigns to Chaos1, one hundred percent (100%) ownership of all right, title, and interest in and to the Intellectual Property including all worldwide rights thereto, together with the goodwill of the business symbolized by the Intellectual Property.
2. For any dispute between the parties arising out of or related to this Assignment, venue shall be in Maricopa County, Arizona and Arizona law, except choice of law provisions, shall apply.
3. Facsimile signatures are binding and valid for the consummation of this Assignment.
4. Pulido hereby warrants and represents that he has the right to assign the Intellectual Property, that Pulido is authorized to sign on his behalf and, that this Assignment does not violate any agreements, rights or obligations Pulido may have with or to any third party.
5. This Assignment is the entire agreement between the parties and supercedes all prior written or oral negotiations, understandings or agreements.

JUL-30-2002 11:07 FROM:

TO: 8138559254

P.008/008

WHEREFORE, the parties set their sign and seal as of the Effective Date.



Brian Pulido

7-26-02

Dated



Adam Goldfine
Director of Operations
Chaos Comics, Inc.

7-26-02

Dated