

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CrossGen Entertainment, Inc.	CrossGeneration Comics, Inc.	03/01/2004	CORPORATION: FLORIDA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MegaConvention, Inc.
<b>Street Address:</b>	5020 Parrish Lane
<b>City:</b>	Safety Harbor
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	34695
<b>Entity Type:</b>	CORPORATION: FLORIDA

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2588066	MEGACON

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(813)891-0542
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	813-891-1702
<b>Email:</b>	bwidera@crossgen.com
<b>Correspondent Name:</b>	Beth Widera
<b>Address Line 1:</b>	4023 Tampa Road, Suite 2400
<b>Address Line 4:</b>	Oldsmar, FLORIDA 34677

<b>NAME OF SUBMITTER:</b>	Beth Widera
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<b>Total Attachments: 2</b> source=Assignment#page1.tif source=ExhibitA#page1.tif
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OP \$40.00 2588066

## **ASSIGNMENT OF INTANGIBLE PROPERTY AND RIGHTS**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY AND RIGHTS** ("Assignment"), effective as of \_\_\_\_\_, **2004** (the "Effective Date"), is made by and between **CrossGen Entertainment, Inc. and CrossGen Intellectual Property, LLC.** (collectively, the "Assignor") and **MegaConvention, Inc.** (the "Assignee").

In consideration of the money, equity and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns and transfers to Assignee its entire worldwide right, title, and interest in and to the Assets described on **Exhibit A** attached hereto and incorporated herein by this reference, including, without limitation, all worldwide rights therein under patent, copyright, trademark, trade secret, confidential information, proprietary information, moral rights, invention, know-how and conception rights, and other intellectual, industrial or other property rights, together with the right to sue and recover damages for past, present, or future infringements or misappropriation of any such rights, for the United States and all foreign countries, including without limitation the exclusive right: to reproduce the work in copies; to prepare derivative works, improvements, modifications and additions based upon the work; to distribute copies of the work by public sale or other transfer of ownership; to perform the work publicly; to display the work publicly; and to make, have made, use, sell, have sold, offer for sale and import goods, products and services constituting or covered by such property or right (collectively the "Intellectual Property Rights"). Assignee will hereafter hold and enjoy the Assets and Intellectual Property Rights as Assignor would have so held and enjoyed them had this assignment not been made.

Assignor warrants and covenants that it has all necessary rights to make the assignment herein and no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been or will be made to others by the Assignor or any predecessor in title thereto, and that the full right to convey the same as herein expressed is possessed thereby.

Assignor agrees to execute all additional instruments and to perform such further acts as may be necessary or desirable to transfer, perfect, or defend the Assignee's ownership of the Assets and Intellectual Property Rights that are reasonably requested by Assignee from time to time. This Assignment shall be binding on the successors and assigns of the Assignor and shall extend to the successors, assigns and nominees of the Assignee.

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Assignment as of the Effective Date:

**CrossGen Entertainment, Inc.**

By: Mark A. Alessi

Name: Mark A. Alessi

Title: President

**MegaConvention, Inc.**

By: Elizabeth A. Widera

Name: Elizabeth A. Widera

Title: President

**CrossGen Intellectual Property, LLC**

**By: CrossGen Entertainment, Inc.**

Its Managing Member

By: Mark A. Alessi

Name: Mark A. Alessi

Title: President

## **EXHIBIT A**

### **Description of Assets**

The Assets shall include but not be limited to (a) all federal, state and foreign registrations of trademarks, service and other marks, trade names or other trade rights, copyrights and all pending applications for any such registrations, together with the goodwill related to the use thereof and symbolized thereby, (b) all other trademarks, service marks and other marks, trade names copyrights and other trade rights in which the Assignor has any interest whatsoever and all other trade secrets, design, plans specifications, technical information, know-how, assigned know-how and other proprietary rights, whether or not registered, created or used by or on behalf of the Assignor and whether such use is or will be pursuant to license, sublicense, agreement or permission, together with the goodwill related to the use thereof and symbolized thereby, and (c) all exclusive and non-exclusive rights or interests in any and all patents and/or patent applications, including without limitation, any continuation, continuation-in-part, divisional or reissue applications, reexaminations, certificates or any corresponding patents and/or patent applications based upon such patent, for Assignor's own use and enjoyment and for the use and enjoyment of its successors and assigns, including without limitation, those trade names, trademarks, and copyrights associated with the mark "MegaCon".