

02-24-2004

Form PTO-1594

(Rev. 10/02)

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

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DEPARTMENT OF COMMERCE
J.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Diane M. Mann

- Individual(s)
- General Partnership
- Corporation-State
- Other Trustee
- 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: 10/15/03

2. Name and address of receiving party(ies)

Name: Tales of Wonder, Inc.

Internal Address: _____

Street Address: 165 Elizabeth Cove

City: Roswell State: GA Zip: 30075

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

B. Trademark Registration No.(s) 2098178,
2258197, 2273369, 2164387,
75316825, 2711196

Additional number(s) attached Yes No

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

Name: Deborah Stone, Esq.

Internal Address: Stone Law Associates, Inc.
Suite 400

Street Address: 555 North Point Center
East

City: Alpharetta State: GA Zip: 30022

6. Total number of applications and registrations involved: _____

6

7. Total fee (37 CFR 3.41).....\$ 600

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

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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.

Joe Hovorka

Name of Person Signing

Joe Hovorka

Signature

2/4/04

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Assignment Agreement and Quitclaim of All Rights

Assignment made October 15, 2003, by Diane M. Mann, solely in her capacity as Trustee for the Bankruptcy Estate of Chaos Comics, Inc ("Trustee") to Tales of Wonder, Inc. ("Transferee").

Recitals

A. Trustee is the duly appointed Chapter 7 Bankruptcy Trustee for Chaos Comics, Inc, ("Debtor") in Case Number B 02-12772 ECF CGC pending in the U.S Bankruptcy Court, District of Arizona.

B. Trustee is the successor owner of all intellectual property rights owned or held by Chaos Comics as of August 15, 2002 when Debtor filed its bankruptcy case.

C. Trustee conducted a court-approved auction, after notice and hearing to all creditors and parties in interest of all of the Debtor's intellectual property in her control, which sale occurred on October 1, 2003 at the U.S. Bankruptcy Courthouse, Phoenix, Arizona. Transferee was the successful bidder at that auction.

Terms and Provisions

For good and sufficient consideration as identified in the court's record and Order Approving Sale of Intellectual Property on file in the above-referenced bankruptcy case, the receipt of which is hereby acknowledged, Trustee and Transferee agree to the following:

1. Trustee sells, assigns, transfers and quitclaims unto Transferee, its successors and assigns all of Trustee's right, title and interest of every kind and nature to all intellectual property owned by Chaos Comics, Inc. as of the date of the sale, including:

the entire right, title and interest, whether statutory or at common law, in and to the (a) trademarks, service marks, trade names and trade dress copyrights, copyright licenses and copyright interests of any fictional characters developed by or for Chaos Comics, Inc. together with goodwill of the business symbolized by them throughout the world and all registrations and pending applications therefore, in the United States of America, its territories and possessions, and foreign countries, together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements; and (b) all proprietary information, trade secrets, creations, patented or unpatented inventions, published and/or unpublished research, expertise, developments, movements, works of authorship, technology, works, databases, compilations of data (whether or not copyrighted or copyrightable), formulas, compositions, ideas, drawings, specifications, designs, processes, techniques, improvements, data, know-how and any and all other intellectual property rights owned by Seller, all continuations,

divisions, renewals, extensions, derivative works or other derivations of the intellectual property rights and all rights and privileges granted and secured thereby, including, without limitation, the right to sue and recover for any continuing infringement or misappropriation of those rights from the date of purchase, as well as the right to seek any and all remedies available at law or in equity and all associated income, royalties, damages and payments due from or payable by any third party from the date of purchase forward (including, without limitations, damages and payments for present or future infringements or misappropriations thereof) and any and all corresponding rights that, not or hereafter, may be secured throughout the world.

2. At any time and from time to time hereafter the Trustee shall forthwith upon the Transferee's written request take any and all steps and execute, acknowledge and deliver to the Transferee any and all further instruments and insurance necessary or expedient in order to vest the aforesaid copyrights, copyright licenses and copyright interests more effectively in the Transferee.

3. The Trustee hereby constitutes and appoints the Transferee its true and lawful attorney-in-fact, with full power of substitution in the Trustee's name and stead but for the Transferee's benefit to take any and all steps (including proceeding at law, in equity or otherwise at Transferee's cost and expense), and to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest the aforesaid copyrights, copyright licenses and copyright interests and causes for action more effectively in the Transferee or to protect the same, or to enforce any claim or right of any kind with respect thereto (at Transferee's cost and expense). The Trustee hereby declares that the foregoing power is coupled with an interest and is irrevocable.

4. TRUSTEE UNDERSTANDS THAT THIS AGREEMENT PERMANENTLY AND IRREVOCABLY TRANSFERS ALL OF THE BANKRUPTCY ESTATE'S RIGHTS IN THE CHOAS COMICS, INC. INTELLECTUAL PROPERTY FOR ANY AND ALL PURPOSES, INCLUDING THE RIGHT TO MAKE DERIVATIVE WORKS THEREFROM, AND TRUSTEE UNDERSTANDS THAT THIS AGREEMENT MAKES TRANSFEREE THE SOLE AND EXCLUSIVE OWNER OF THE INTELLECTUAL PROPERTY WITH THE AUTHORITY TO USE THE INTELLECTUAL PROPERTY FOR ANY PURPOSE.

5. Notice, for purposes of this Agreement, shall mean a writing, delivered by mail, first-class postage prepaid, or telecopy to the following addresses and telephone numbers:

"Trustee"

Diane M. Mann, Trustee
C/O Steven J. Brown, Esq.
Steve Brown & Associates, LLC
1440 E. Missouri Suite 185
Phoenix, Arizona 84014

(602) 264-9224

"Transferee"

Tales of Wonder, Inc.
C/O Joe Hovorka
165 Elizabeth Cove
Roswell, GA, 30075
(678) 352-8572

6. The parties each represent and warrant that they have the authority to enter into this Agreement and to perform their respective obligations hereunder.

7. This Agreement shall be governed by, and construed under and in accordance with, the laws of the State of Arizona.

8. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous, expressed or implied, written or unwritten agreements, representations or conditions between the parties with respect hereto.

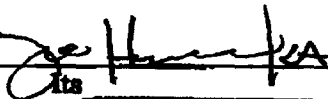
9. No waiver of this Agreement or any of its provisions shall be deemed to have occurred, or shall any breach be deemed excused, unless the waiver or excuse is in writing and signed by the party against whom the waiver or excuse is to be asserted.

IN WITNESS WHEREOF, the parties hereto shall have executed this Agreement as of the date first written above.



Diane M. Mann, Trustee

TALES OF WONDER, INC.

By  _____
its