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

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U.S. DEPARTMENT OF COMMERCE
U.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):

Brian Pulido

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

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

3. Nature of conveyance:

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

Execution Date: 10/13/03

2. Name and address of receiving party(ies)

Name: Diane M. Mann

Internal Address: Steve Brown Associates, LLC

Street Address: 1440 E. Missouri Ste 185

City: Phoenix State: AZ Zip: 84014

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

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)

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: 1

7. Total fee (37 CFR 3.41).....\$ 100

- 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

2/04/04
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 Certain Rights

Assignment made October 13, 2003, by Brian Pulido ("Pulido") to Diane M. Mann, solely in her capacity as Trustee for the Bankruptcy Estate of Chaos Comics, Inc ("Trustee").

Recitals

A. Pulido is the purported owner of record of the trademark rights to a character known as "Evil Ernie" appearing in Chaos Comics publications and other products sold or licensed by Chaos Comics.

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

C. Pulido recognizes the trademark for the Evil Ernie character rightfully belongs to Chaos Comics, and therefore to the Trustee, and has been cooperating with the Trustee to maximize the value of all of Chaos Comics assets, including Evil Ernie, for the benefit of creditors of the Chaos Comics bankruptcy Estate.

D. The 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, including rights in and to the trademark for the character of Evil Ernie, which sale occurred on October 1, 2003 at the U.S. Bankruptcy Courthouse, Phoenix, Arizona. Pulido attended the sale and was a bidder at the sale, but was not the successful bidder.

E. The Trustee now needs to assign all intellectual property rights belonging to Chaos Comics to the successful bidder at that auction, including the rights to the Evil Ernie trademark. In order to clear any ambiguity of trademark rights in and to the character of Evil Ernie, and to assure that all such rights are transferred from the Trustee to the successful auction bidder, Pulido is executing this Assignment to the Trustee to transfer any purported trademark and ownership rights he has to the character Evil Ernie back to the Trustee.

Terms and Provisions

1. Pulido sells, assigns, transfers and quitclaims unto Trustee all of Pulido's trademark rights to the Chaos Comics character commonly known as "Evil Ernie" including:

2. 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 for Evil Ernie developed by or for Chaos Comics, Inc. together with goodwill of the business symbolized by Evil Ernie throughout the world and all registrations and pending applications therefore, in the United States of America, its territories and possessions, and foreign countries. At any time and from time to time hereafter Pulido shall forthwith upon the Trustee's written request take any and all steps and execute, acknowledge and deliver to the Trustee any and all further instruments and insurance necessary or expedient in order to vest the aforesaid trademark rights in the Trustee.

3. Pulido hereby constitutes and appoints the Trustee its true and lawful attorney-in-fact, with full power of substitution in Pulido's name and stead but for the Trustee's benefit to take any and all steps (including proceeding at law, in equity or otherwise at Trustee'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 trademark and service mark rights more effectively in the Trustee or to protect the same, or to enforce any claim or right of any kind with respect thereto (at Trustee's cost and expense). Pulido hereby declares that the foregoing power is coupled with an interest and is irrevocable.

4. PULIDO UNDERSTANDS THAT THIS AGREEMENT PERMANENTLY AND IRREVOCABLY TRANSFERS ALL OF PULIDO'S TRADEMARK, SERVICE MARK, TRADE NAME AND TRADE DRESS RIGHTS IN THE CHAOS COMICS CHARACTER "EVIL ERNIE" FOR ANY AND ALL PURPOSES, INCLUDING THE RIGHT TO MAKE FUTURE DERIVATIVE WORKS THEREFROM, AND PULIDO UNDERSTANDS THAT THIS AGREEMENT MAKES TRUSTEE THE SOLE AND EXCLUSIVE OWNER OF THE AFOREMENTIONED RIGHTS TO EVIL ERNIE WITH THE AUTHORITY TO USE THE CHARACTER EVIL ERNIE FOR ANY PURPOSE.

5. Notice, for purposes of this Assignment, 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

"Pulido" Brian Pulido
7904 E. Chaparral Road
Scottsdale, AZ
480-219-4591

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

7. 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.

8. 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.

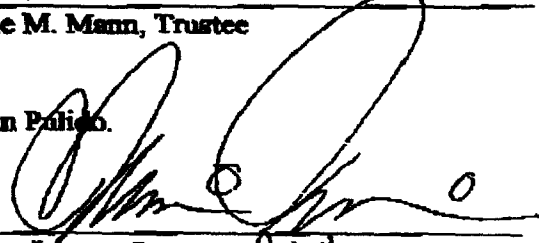
IN WITNESS WHEREOF, the parties hereto shall have executed this Agreement as of the date first written above.

Diane M. Mann

Diane M. Mann, Trustee

Brian Pulido.

By



Brian Pulido