

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MVL RIGHTS LLC		10/05/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Marvel Characters, Inc.
Street Address:	1600 Rosecrans Avenue
City:	Manhattan Beach
State/Country:	CALIFORNIA
Postal Code:	90266
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2834185	

CORRESPONDENCE DATA

Fax Number: (212)576-8569
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212 576-8501
 Email: ebard@marvel.com
 Correspondent Name: Eli Bard c/o Marvel Entertainment, LLC
 Address Line 1: 135 West 50th Street, 7th Floor
 Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Eli Bard
Signature:	/elibard/
Date:	10/05/2010

Total Attachments: 2

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**TRADEMARK
 REEL: 004290 FRAME: 0641**

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EXCLUSIVE SUPPLEMENTAL SHORT FORM TRADEMARK LICENSE

This Exclusive Supplemental Short Form Trademark License (the "Exclusive Supplemental Trademark License") is subject to all the terms and conditions of that certain Exclusive License Agreement (the "Original Exclusive License Agreement") between Marvel Characters, Inc. ("MCI") and MVL Rights LLC ("MRI") dated as of August 31, 2005 as amended by that certain Amendment No. 1 to the Transaction Documents (the "Amendment") dated as of the date hereof by and between MCI, MRI, HSBC Bank USA, National Association, in its capacity as Collateral Agent, Ambac Assurance Corporation, in its capacity as Control Party, MVL Productions LLC, Marvel Studios, Inc. and MVL Film Finance LLC and as further amended, restated or modified from time to time (such Original Exclusive License Agreement as amended by the Amendment and as further, amended, restated or modified from time to time, the "Exclusive License Agreement").

This Exclusive Supplemental Trademark License amends that certain Exclusive Short Form Trademark License dated as of August 31, 2005 by and between MCI and MRI to add the right and license to use the Trademark set forth on Schedule 1 attached hereto in connection with the MRI Granted Rights. In the event of a conflict between this Exclusive Supplemental Trademark License and the Exclusive License Agreement, the terms of the Exclusive License Agreement shall control.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MRI hereby grants to MCI, and MCI hereby accepts a worldwide, exclusive (other than the Marketing Rights which are non-exclusive), transferable (including without limitation sub-licensable), irrevocable, fully-paid-up and perpetual right and license to use and exploit in any manner now known or hereafter devised the Trademark as defined in that certain MCI Assignment Agreement dated as of August 31, 2005 by and between MRI and MCI (the "MCI Assignment Agreement") including, without limitation, the Trademark set forth on Schedule 1 attached hereto that is related to the Main Characters, Subsidiary Characters and Minor Characters added to the schedules of the MCI Assignment Agreement pursuant to the Amendment in connection with the MRI Granted Rights and in a manner consistent with the quality standards set forth in the Exclusive License Agreement.

All exhibits and schedules attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, a duly authorized representative of MRI and MCI have each executed this Exclusive Supplemental Trademark License as of October 5, 2010.

MVL RIGHTS LLC

By: Michael Ross
Name: Michael Ross
Title: Senior VP Business and Legal Affairs

MARVEL CHARACTERS, INC.

By: Ryan Potter
Name: Ryan Potter
Title: Secretary

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TRADEMARK
REEL: 004290 FRAME: 0643

SCHEDULE 1 TO EXCLUSIVE SUPPLEMENTAL TRADEMARK LICENSE

<u>MARK</u>	<u>CLASS</u>	<u>REGISTRATION NUMBER</u>
The Color Bright Green	28	2,834,185

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