

12-08-1998

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100915552

Tab settings

To the Honorable Commissioner of Patents and Trademarks

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Malibu Comics Entertainment Inc. 387 Park Avenue South New York, NY 10016

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

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

2. Name and address of receiving party(ies)

Name: UBS AG, Stamford Branch, as Collateral Agent

Internal Address: 677 Washington Boulevard

Street Address:

City: Stamford State: CT ZIP: 06901

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

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

3. Nature of conveyance:

MRO 12-4-98

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

Execution Date: 9-30-98

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See Schedule 1 attached hereto.

B. Trademark Registration No.(s)

See Schedule 1 attached hereto.

Additional numbers attached? Yes No

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

Name: Jackie Lee

Internal Address: Access Information Services, Inc.

12/07/1998 JSHWBAZZ 00000000 74418254

01 FC:481 40.00 OP 02 FC:482 2150.00 OP

Street Address: 1773 Western Avenue

City: Albany State: NY ZIP: 12203

6. Total number of applications and registrations involved: 87

7. Total fee (37 CFR 3.41).....\$ 2190.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

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.

Jackie Lee Name of Person Signing

Jackie Lee Signature

12-2-98 Date

Total number of pages including cover sheet, attachments, and document: 15

**Malibu Comics Entertainment Inc.
Pending trademarks**

Trademark	Serial No.	Filing Date	Assignee of Security Interest
Exiles	74/418254	July 26, 1993	

**Malibu Comics Entertainment Inc.
Registered Trademarks**

Trademark	Reg. No.	Reg. Date	Assignee of Security Interest
Airman	1,800,744	October 26, 1993	
Angel of Destruction	2,102,330	September 30, 1997	
Atom Bob	1,848,197	August 2, 1994	
Blind Faith	1,870,543	December 27, 1994	
Bloodbath	1,867,609	December 13, 1994	
Bloodstorm	1,867,624	December 13, 1994	
Bombadier	2,012,158	October 29, 1996	
Boom Boy	1,854,173	September 13, 1994	
Cat & Mouse	1,865,267	November 29, 1994	
Choice	1,879,199	February 14, 1995	
Darkwave	1,874,658	January 17, 1995	
Dead Clown	1,833,324	April 26, 1994	
Death Dance	1,854,168	September 13, 1994	
Deathwish	1,870,513	December 27, 1994	
Earth Accent	1,896,307	May 30, 1995	
Eliminator	1,781,410	July 13, 1993	
Eternity Comics	1,816,833	January 18, 1994	
Ex-Mutants	1,807,446	November 30, 1993	
Ex-Mutants	1,812,277	December 21, 1993	
Exiles	1,792,598	September 14, 1993	
Exiles	1,877,157	January 31, 1995	
Exiles	1,828,877	March 29, 1994	
Firearm	1,866,294	December 6, 1994	

Firearm	1,899,802	June 13, 1995	
Foxfire	2,070,071	June 10, 1997	
Freex	1,842,365	June 28, 1994	
Genesis	1,842,371	June 28, 1994	
Gravestone	1,823,735	February 22, 1994	
Hardcase	2,084,203	July 29, 1997	
Hardcase	1,808,469	November 30, 1993	
Interactive Comics	1,963,723	March 26, 1996	
Jump On Now!	1,869,558	December 27, 1994	
Lava	1,866,349	December 6, 1994	
M	1,878,629	February 14, 1995	
M Malibu	1,872,623	January 10, 1995	
Malibu	1,870,514	December 27, 1994	
Malibu	1,869,515	December 27, 1994	
Malibu Comics	1,803,232	November 9, 1993	
Mantra	1,823,726	February 22, 1994	
Meathook	1,854,169	September 13, 1994	
Miss Fury	1,790,388	August 31, 1993	
Music For Your Eyes	1,867,611	December 13, 1994	
Music For Your Eyes	1,868,903	December 20, 1994	
Ninja High School	1,809,146	December 7, 1993	
Ninja High School	1,855,256	September 20, 1994	
NM-E	1,849,256	August 9, 1994	
Notch	1,877,149	January 31, 1995	
P (Stylized)	1,994,491	August 20, 1996	
Plug	1,854,170	September 13, 1994	
Pressure	1,854,171	September 13, 1994	

Prime	2,070,294	June 10, 1997	
Prime	1,805,287	November 16, 1993	
Prime Ultraverse (Stylized Letters)	1,929,747	October 24, 1995	
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Prototype	1,832,189	April 19, 1994	
Prototype	2,046,201	March 18, 1997	
Ranger	1,865,266	November 29, 1994	
Ripfire	2,020,766	December 3, 1996	
Rock-It Comix	2,007,391	October 15, 1996	
Rock-It Comix	1,818,914	February 1, 1994	
Rune	1,823,729	February 22, 1994	
Siren	2,076,005	July 1, 1997	
Sludge	1,828,876	March 29, 1994	
Solitaire	1,859,159	October 18, 1994	
The Ferret	1,788,138	August 17, 1993	
The Malibu Sun	1,828,248	March 29, 1994	
The Night Man	1,832,188	April 19, 1994	
The Solution	1,834,616	May 3, 1994	
The Strangers	1,832,195	April 19, 1994	
The Strangers	1,849,882	August 16, 1994	
Thresher	1,858,163	October 11, 1994	
Titleframes	1,828,867	March 29, 1994	
Tyrannosaur	1,863,194	November 15, 1994	
U (Ultraverse Logo)	1,842,932	July 5, 1994	
Ultra Limited	1,854,632	September 20, 1994	
Ultra Monthly	1,877,150	January 31, 1995	
Ultraforce	2,032,542	January 21, 1997	

Ultraforce	1,877,148	January 31, 1995	
Ultraverse	1,812,921	December 21, 1993	
Ultraverse	1,896,037	May 30, 1995	
Ultraverse	2,070,130	June 10, 1997	
Ultraverse	2,059,551	May 6, 1997	
Ultraverse (Stylized Letters)	1,829,404	April 5, 1994	
Warstrike	1,855,168	September 20, 1994	
Wrath	1,854,184	September 13, 1994	
Zip-Zap	1,854,172	September 13, 1994	

TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, Malibu Comics Entertainment, Inc., a Delaware corporation (herein referred to as the "**Lien Grantor**"), owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, pursuant to the terms of the Security Agreement dated as of September 28, 1998 (as such agreement may be amended from time to time, the "**Security Agreement**") among Toy Biz, Inc. (to be renamed Marvel Enterprises, Inc.), the Subsidiary Guarantors party thereto and UBS AG, Stamford Branch, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), the Lien Grantor has granted to the Grantee for the benefit of such Secured Parties a continuing security interest in or other Lien on substantially all the personal property of the Lien Grantor, including all right, title and interest of Lien Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Security Agreement) of the Lien Grantor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor does hereby grant to the Grantee, to secure the Secured Obligations of the Lien Grantor, a continuing security interest in all of the Lien Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all

of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from, and accounts and general intangibles arising out of, the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, and all rights and benefits of the Lien Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or for injury to the goodwill associated with any of the foregoing.

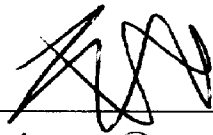
The Lien Grantor hereby irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in its name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreements, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 30th day of September, 1998.

MALIBU COMICS ENTERTAINMENT, INC.

By:  _____
Title: Vice President and Secretary

Acknowledged:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: _____
Title:

By: _____
Title:

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By: _____
Title:

Acknowledged:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: _____
Title:

By: _____
Title: **Phyllis J. Karno**
Director
Leveraged Finance

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DSA:149509.1