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10-17-2001



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies): Citibank, N.A. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [] Corporation-State [x] Other Bank Additional name(s) of conveying party(ies) attached? [] Yes [x] No

10-17-01

2. Name and address of receiving party(ies) Name: Marvel Enterprises, Inc. Internal Address: Street Address: 10 East 40th Street City: New York State: NY Zip: 10066 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State DE [] 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 [x] No

3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [x] Other Payoff and Release Letter Execution Date: October 5, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) Additional number(s) attached [x] Yes [] No

75938410

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Christopher E. Kondracki Internal Address: Street Address: 2001 Jefferson Davis, Hwy., Suite 505 City: Arlington State: VA Zip: 22202

6. Total number of applications and registrations involved: 527 7. Total fee (37 CFR 3.41): \$ 13,190.00 Big amount of money 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

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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. Christopher E. Kondracki Signature Date 10/11/01

10/16/2001 DBYRNE 08000204 75938410 01 FC:481 02 FC:482 40.00 13150.00

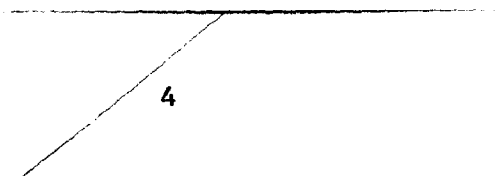
Total number of pages including cover sheet, attachments, and document: 37 documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

Marvel Enterprises, Inc. - Trademark Applications

<u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>
ACROBAT	28	75/938410	3/ 8/00
ACTIVITY KITE	28	75/723601	6/ 7/99
AFTERSHOCK	28	75/682806	4/15/99
AIR ART	21	78/058123	4/12/01
ALL-STAR KITE	28	75/723824	6/ 7/99
APEX	28	75/682807	4/15/99
AREA 51	28	75/393114	11/20/97
BABY LOVES TO TALK	28	75/682265	4/13/99
BATTLE ARM	28	75/856007	11/15/99
BRUISERS	28	75/701400	5/10/99
BUSY DAY BABY	28	78/021169	8/14/00
BUZZIN' PLANES	28	76/039507	5/ 2/00
CUBE IT UP	28	75/921019	2/17/00
E-MIX	09	78/028541	10/ 2/00
FANCIFUL FLYERS	28	76/019494	4/ 6/00
FEARSOME FLYERS	28	75/743378	7/ 6/99
FLIGHT ZONE	28	78/026852	9/20/00
FUSION	28	76/019495	4/ 6/00

GAME WEAR	28	75/921014	2/17/00
GRIP TECH	28	75/921017	2/17/00
GROSS-OUT	28	75/921015	2/17/00
HOMEMADE HEROES	28	75/921010	2/17/00
JUMPIN' CATFISH	28	78/034660	11/10/00
KITTY MAGIC	28	78/026855	9/20/00
MY NEWBORN BABY-SO-REAL	28	75/856528	11/22/99
PHANTOM JET	28	78/058127	4/12/01
POWER SLAM	28	75/921011	2/17/00
POWERBRITE	14	78/028543	10/ 2/00
PUPPY MAGIC	28	75/832910	10/27/99
QUEST MILLENIUM	28	76/019493	4/ 6/00
QUEST QUICK KIT	28	78/058083	4/12/01
S.L.A.M. FORCE	28	75/860721	11/30/99
SHAPE SHIFTERS	28	75/412419	12/31/97
SKY FINS	28	78/058129	4/12/01
SKY LINKS	28	75/819775	10/12/99
SKYCLIPPER	28	78/028542	10/ 2/00
SMASH 'N BASH	28	75/743377	7/ 6/99
STYROPLANE KITE	28	75/723823	6/ 7/99
THUNDER SLAM	28	75/921012	2/17/00
TURBO-WING	28	78/058126	4/12/01

V MAIL	28	75/921018	2/17/00
V MAIL	9	75/921024	2/17/00
WEB FLYERS	28	75/445129	3/ 5/98
WHIP LASHERS	28	75/921016	2/17/00
WIND ART	21	78/061542	5/ 2/01
WINDOW CRASHERS	28	75/921013	2/17/00



Marvel Characters, Inc. - Trademark Applications

<u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>
ALIAS	16	78/058143	4/12/01
AVALON	9	78/030742	10/16/00
AVENGERS	18	75/703308	5/12/99
AVENGERS	41	75/703310	5/12/99
AVENGERS	9	75/703309	5/12/99
BLACK WIDOW	16	76/140621	10/ 3/00
BLACKBIRD JET	28	75/439580	2/24/98
BLADE	9	75/869701	12/13/99
BLINK	16	76/200364	1/26/01
CLOAK AND DAGGER	09	78/048572	2/15/01
CLOAK AND DAGGER	25	78/048582	2/15/01
CLOAK AND DAGGER	28	78/048585	2/15/01
CLOAK AND DAGGER	41	78/048586	2/15/01
DAMAGE CONTROL	16	75/777813	8/17/99
DAMAGE CONTROL	25	75/777812	8/17/99
DAMAGE CONTROL	28	75/777811	8/17/99
DAMAGE CONTROL	41	75/777810	8/17/99
DAMAGE CONTROL	9	75/777814	8/17/99

DARKDEVIL	16	76/140520	10/ 3/00
DEFENDERS	16	75/812267	9/30/99
DOC SAMSON	16	75/053751	2/ 5/96
DOOM	16	76/140524	10/ 3/00
DR. DOOM'S FEARFALL	28	75/257562	3/14/97
ELEKTRA	09	78/058133	4/12/01
ELEKTRA	25	78/058140	4/12/01
ELEKTRA	28	78/058136	4/12/01
ELEKTRA	3	78/061349	5/ 1/01
EXCELSIOR	16	75/566298	10/ 6/98
EXILES	16	78/058318	4/13/01
GENERATION X	25	74/537470	6/14/94
GENERATION X	41	75/542831	8/26/98
GENOME X	16	78/018817	7/28/00
GENOME X	28	78/018856	7/28/00
GENOME X	41	78/018857	7/28/00
HELLCAT	16	76/140521	10/ 3/00
HOLLYWOOD COMICS	16	76/039508	5/ 2/00
INFINITE HORIZONS	16	75/408700	12/19/97
INHUMANS	25	75/833015	10/27/99
INHUMANS	28	75/833007	10/27/99
INHUMANS	41	75/833008	10/27/99

INHUMANS	9	75/833016	10/27/99
IRON FIST	09	78/043562	1/17/01
IRON FIST	28	78/043573	1/17/01
IRON FIST	41	78/043575	1/17/01
IRON MAN	25	002039	11/16/89
IRON MAN	30	000250	11/16/89
LUKE CAGE	16	75/812268	9/30/99
MAGIK	16	76/089053	7/13/00
MARVEL	25	74/214398	10/17/91
MARVEL KIDS	16	75/227754	1/17/97
MARVELOCITY	41	75/189050	10/25/96
MARVEL'S FINEST	16	78/040822	12/28/00
MAX	16	78/034681	11/10/00
MORLOCKS	16	78/060070	4/24/01
MORT THE DEAD TEENAGER	16	78/040859	12/28/00
MORT THE DEAD TEENAGER	41	78/040861	12/28/00
MUTANT X	09	78/040825	12/28/00
MUTANT X	25	78/040844	12/28/00
MUTANT X	28	78/040847	12/28/00
MUTANT X	41	78/040848	12/28/00
NIGHTSIDE	16	78/061070	4/30/01
PARADISE X	16	78/035177	11/14/00

PUNISHER	09	78/043565	1/17/01
PUNISHER	41	78/043578	1/17/01
RECHARGE	16	78/060026	4/24/01
SENTRY	16	76/140622	10/ 3/00
SHANG-CHI	16	75/860722	11/30/99
SHANG-CHI	25	75/860724	11/30/99
SHANG-CHI	28	75/860836	11/30/99
SHANG-CHI	41	75/860837	11/30/99
SHANG-CHI	9	75/860723	11/30/99
SILVER SURFER	42	75/235791	2/ 3/97
SORCERER	16	75/580417	10/28/98
SPACEKNIGHTS	16	76/140522	10/ 3/00
SQUADRON SUPREME	16	75/833011	10/27/99
SQUADRON SUPREME	25	75/833012	10/27/99
SQUADRON SUPREME	28	75/833013	10/27/99
SQUADRON SUPREME	41	75/833014	10/27/99
SQUADRON SUPREME	9	75/833010	10/27/99
STORM	3	78/061369	5/ 1/01
STORM FORCE	41	75/856530	11/22/99
STORM FORCE ACCELATRON	41	75/936525	3/ 6/00
TAKE IT TO THE MAX	16	78/034682	11/10/00
THE AMAZING SPIDER-MAN	28	75/257564	3/14/97

THE BROTHERHOOD	16	78/058144	4/12/01
THE BUZZ	16	76/140523	10/ 3/00
THE LOST GENERATION	16	75/856529	11/22/99
THE MIGHTY THOR	09	78/043569	1/17/01
THE MIGHTY THOR	28	78/043582	1/17/01
THE MIGHTY THOR	41	78/043585	1/17/01
THE WITCHES	16	78/059046	4/18/01
TRUE BELIEVER	42	75/365036	9/27/97
ULTIMATE SPIDER-MAN	16	78/040870	12/28/00
ULTIMATE X-MEN	16	78/040866	12/28/00
UNIVERSE X	16	75/833009	10/27/99
WOLVERINE	3	78/061356	5/ 1/01
X-MEN	3	78/061366	5/ 1/01
X-MEN: EVOLUTION	09	78/040850	12/28/00
X-MEN: EVOLUTION	16	78/040857	12/28/00
X-MEN: EVOLUTION	25	78/040853	12/28/00
X-MEN: EVOLUTION	28	78/040856	12/28/00
X-MEN: EVOLUTION	41	76/186988	12/28/00
X-WOMEN	14	75/856002	11/15/99
X-WOMEN	18	75/856005	11/15/99
X-WOMEN	25	75/856004	11/15/99
X-WOMEN	3	75/856003	11/15/99

Marvel Enterprises, Inc. - Trademark Registrations

<u>Mark</u>	<u>Classes</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
1, 2, 3 DISCOVER	28	1921040	9/19/95
1-2-3 GROW WITH ME	28	2150947	4/14/98
ACE	28	1986237	7/ 9/96
ALPHABET BABY	28	2185992	9/ 1/98
ARMOR FORCE	28	2378851	8/22/00
BABY ACTIVITY COMPUTER	28	1970466	4/23/96
BABY BLANKIE BEAR	24	1932365	10/31/95
BABY HEADSTAND SURPRISE	28	2111816	11/11/97
BABY LOVES TO TALK	28	1768152	4/27/93
BABY SO REAL	28	2030834	1/14/97
BASHIN' BRAWLERS	28	2267269	8/ 3/99
BATTLE ACTION 8	28	2264990	7/27/99
BATTLE BLASTERS	28	2262449	7/20/99
BENDY WENDY	28	2033101	1/21/97
BIG WING	28	2027485	12/31/96
BODY BASHERS	28	2430794	2/27/01
BRAWLIN' BIKERS	28	2376934	8/15/00
BUG BUSTERS	28	2230564	3/ 9/99

BULLET	28	1897051	5/30/95
CAT-A-PILLA	28	1455544	9/ 1/87
CHICKEN BALL	28	1891224	4/25/95
Design Only	28	1950530	1/23/96
FAMOUS COVER	28	2236679	4/ 6/99
FEEL BETTER BABY	28	1926577	10/10/95
FIGURE KITE	28	1454456	8/25/87
FLAME GLOW	28	2057980	4/29/97
FLASH POINT	28	1864338	11/22/94
FLIP 'N CRASH	28	2176979	7/28/98
FLIP 'N TRAP	28	2241591	4/27/99
FLYIN' BUGZZZ	28	2437607	3/20/01
FROGBALL	28	1899991	6/13/95
FUN FLYERS	28	2329883	3/14/00
GRIP 'N FLIP	28	2416399	12/26/00
HEAD BASHERS	28	2264989	7/27/99
HEAD RINGERS	28	2416396	12/26/00
HEAVY HITTERS	28	2230725	3/ 9/99
HEAVY HITTERS	28	2264991	7/27/99
HORNET	28	1453331	8/18/87
JUMPSIE	28	1968665	4/16/96
KITE CENTER	20	1210512	9/28/82

LIGHTNING	28	1874768	1/17/95
LOVING TEARS BABY	28	2027409	12/31/96
MAGIC MESSAGE PHONE	28	1977226	5/28/96
MANNY MANTA RAY	28	1454458	8/25/87
MY FIRST BABY	28	2264988	7/27/99
MY PAL 2	28	1701145	7/14/92
NAPMAT	28	1754565	2/23/93
OCTAR	28	1196332	5/25/82
PINBALL WARRIOR	28	1865332	11/29/94
POCKET COMICS	28	1893697	5/ 9/95
POTTY TIME BABY	28	1991622	8/ 6/96
POWER BASHERS	28	2413160	12/12/00
POWER SLAMMERS	28	2204069	11/17/98
PRETTY AND ME	28	1848269	8/ 2/94
PROJECTORS	28	1962116	3/12/96
RAINBOW	28	1859210	10/18/94
RECOIL	28	2200528	10/27/98
RIDE THE WIND and Design	28	1238570	5/17/83
ROAD WILD WRESTLERS	28	2416398	12/26/00
ROTTEN EGG	28	2258858	7/ 6/99
RUMBLE AND ROAR	28	2118123	12/ 2/97
SAVAGE LAND	28	2275197	9/ 7/99

SECRET WEAPON FORCE	28	2241590	4/27/99
SHARK	28	1517688	12/20/88
SHOOTING STAR	28	1210710	9/28/82
SID THE SQUID	28	1452331	8/11/87
SKY SLASHER	28	2035950	2/ 4/97
SLAM 'N CRUNCH	28	2376932	8/15/00
SMASH 'N SLAM	28	2321865	2/22/00
SNEAK ATTACK	28	2203003	11/10/98
SONIC BOOM	28	2274811	8/31/99
SPECTRA	28	1300715	10/16/84
SPECTRA	28	1198057	6/15/82
SPECTRA SPORT KITES	28	1854739	9/20/94
SPECTRA SPORTS	28	1822974	2/22/94
SPECTRA STAR	28	1931160	10/31/95
Spectra Star Design	28	1931159	10/31/95
SPECTRA STAR KITES and Design	28	1207392	9/ 7/82
SPECTRASPORTS S AND DESIGN	28	1822973	2/22/94
SPEED WINDER	28	2010917	10/22/96
SPIDER FORCE	28	2275196	9/ 7/99
SPORTLINE	28	1638499	3/19/91
SPORTSBALLS	28	2048083	3/25/97
STEEL SLAMMERS	28	2416879	1/ 2/01

STICK 'EM UP PALS	28	2187878	9/ 8/98
STRIKE FORCE	28	1779738	6/29/93
STROBE	28	2345228	4/25/00
SWEET-TALKING CARRIE	28	2273563	8/31/99
TEDDY TUMBLES SURPRISE	28	2062202	5/13/97
THUNDERBOLT	28	1879283	2/14/95
TOW & THROW POWER GLIDER	28	2333076	3/21/00
TOY BIZ (STYLIZED)	28	2296093	11/30/99
TOY BIZ (STYLIZED)	9	2364004	7/ 4/00
TUB TIME BABY	28	1934057	11/ 7/95
TUFF TALKIN' WRESTLERS	28	2416397	12/26/00
TWISTER	28	2374823	8/ 8/00
UFO FLYING SAUCER	28	2256661	6/29/99
VOICE BOT	28	1933514	11/ 7/95
WACKY WINDERS	28	1460185	10/ 6/87
WEB SPLASHERS	28	2428571	2/13/01
WILD & WACKY PAINTER	28	2031153	1/14/97
WILD WINGS	28	1454455	8/25/87
Wild Wings Design	28	1465639	11/17/87
WINGMASTERS	28	1454457	8/25/87
WISE-CRACKING SLY	28	2220350	1/26/99
YOS	28	1534484	4/11/89

Marvel Characters, Inc. - Trademark Registrations

<u>Mark</u>	<u>Classes</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
"E" LOGO	16	1284249	7/ 3/84
A NEXT	16	2334726	3/28/00
ABOMINATIONS	16	2,093,282	9/ 2/97
ADAMANTIUM RAGE	28	2041045	2/25/97
ALPHA FLIGHT	16	1301601	10/23/84
ANGELS OF DESTRUCTION	16	2,102,330	9/30/97
ANNEX	16	1,934,223	11/ 7/95
ARCHANGEL	16	1863710	11/22/94
AVENGERS	28	2290761	11/ 9/99
BEAST	16	1858599	10/18/94
BISHOP	16	1736550	12/ 1/92
BISHOP	28	1840640	6/21/94
BLACK PANTHER	16	1163660	8/ 4/81
BLACK WIDOW	28	1181246	12/ 8/81
BLACKWULF	16	1,918,827	9/12/95
BLADE	16	1,949,390	1/16/96
BOMBADIER	16	2012158	10/29/96
CABLE	16	1736549	12/ 1/92

CAPTAIN AMERICA	16	854655	8/13/68
CAPTAIN AMERICA	16, 28	1349244	7/16/85
CAPTAIN AMERICA	25	1708331	8/18/92
CAPTAIN AMERICA	28	1,752,691	2/16/93
CAPTAIN AMERICA DESIGN	16	879980	11/ 4/69
CAPTAIN AMERICA DINER	42	2289257	10/26/99
CAPTAIN MARVEL	16	976419	1/ 8/74
CARNAGE	16	1,888,405	4/11/95
CENTURY	16	2071359	6/17/97
CHILDREN OF THE VOYAGER	16	1,896,932	5/30/95
CLOAK AND DAGGER	16	1301603	10/23/84
CODE BLUE	16	1,918,826	9/12/95
CODE OF HONOR	16	2,130,501	1/20/98
COSMIC POWER	28	2317120	2/ 8/00
COSMIC POWERS	16	1,910,748	8/ 8/95
CYCLOPS	16	1,900,602	6/20/95
DAILY BUGLE	16	2091440	8/26/97
DANCES WITH THE DEMONS	16	1,901,211	6/20/95
DAREDEVIL	16	891294	5/19/70
DAREDEVIL	25	2074063	6/24/97
DAREDEVIL DESIGN	16	885488	2/ 3/70
DARK CORNERS	16	2220594	1/26/99

DAYDREAMERS	16	2151484	4/14/98
DAZZLER	16	1220804	12/21/82
DEADPOOL	16	1828247	3/29/94
DEATHLOK	16	1812133	12/21/93
DIE-CUT	16	1,974,454	5/21/96
DOCTOR DOOM'S FEARFALL	41	2300332	12/14/99
DOCTOR STRANGE	16	1099497	8/15/78
DR. DOOM	28	1349670	7/16/85
DR. OCTOPUS	28	1348211	7/ 9/85
DRACULA	16	1023993	10/28/95
DRUID	16	2,006,988	10/ 8/96
EARTH X	16	2258049	6/29/99
ELEKTRA	16	1797765	10/12/93
EPIC	16	1284248	7/ 3/84
EPIC COMICS	16	1284263	7/ 3/84
EXCALIBUR	16	1708156	8/18/92
FANTASTIC FOUR	16	893303	6/23/70
FANTASTIC FOUR	25	2211338	12/15/98
FANTASTIC FOUR	28	2110985	11/ 4/97
FANTASTIC FOUR	30	2142967	3/10/98
FANTASTIC FOUR	41	1178554	11/17/81
FORCE WORKS	16	1,924,589	10/ 3/95

FOXFIRE	16	2070701	6/10/97
GAMBIT	16	1,885,991	3/28/95
GENE D.O.G.S.	16	1,918,810	9/12/95
GENERATION X	16	1,896,929	5/30/95
GENERATION X	28	2,105,616	10/14/97
GENETIX	16	2,002,047	9/24/96
GHOST RIDER	16	1044113	7/20/96
GHOST RIDER	28	2084204	7/29/97
GIANT MAN	16	2,032,477	1/21/97
GREEN GOBLIN	16	2,132,961	1/27/98
GUNRUNNER	16	2,012,959	11/ 5/96
HARDCASE	28	2084203	7/29/97
HAWKEYE	16	1855764	9/27/94
HEROES FOR HIRE	16	2,120,024	12/ 9/97
HOWARD THE DUCK	16	1099500	8/15/78
HULK	16	970791	10/16/73
HULK	16	1252880	10/ 4/83
HULK	18	1215835	11/ 9/82
HULK	21	1198787	6/22/82
HULK	24	1231157	3/15/83
HULK	25	1242914	6/21/83
HULK	28	1249928	8/30/83

HULK	41	1179542	11/24/81
HULK	41	2330094	3/14/00
HULK	9	1210317	9/28/82
HULK DESIGN	16	891591	5/26/70
IMMORTALIS	16	1,896,933	5/30/95
INCREDIBLE HULK	30	2214766	12/29/98
INCREDIBLE HULK	35	1286338	7/17/84
INTERACTIVE COMICS & DESIGN	16	1963723	3/26/96
IRON FIST	16	1082515	1/17/78
IRON MAN	16	893304	6/23/70
IRON MAN	16, 28	1355280	8/20/85
IRON MAN	25	2207783	12/ 8/98
IRON MAN	9	2442890	4/10/01
IRON MAN DESIGN	16	893770	6/30/70
J2	16	2311027	1/25/00
JOURNEY INTO MYSTERY	16	2213085	12/22/98
KA-ZAR	16	2213086	12/22/98
KINGPIN'S ARCADE	41	2307694	1/11/00
LUNATIK	16	2088149	8/12/97
M TECH	16	2411372	12/ 5/00
MAGNETO	16	1,901,698	6/27/95
MAN-THING	16	2192422	9/29/98

MARVEL	16	870506	6/ 3/69
MARVEL	28	1,754,033	2/23/93
MARVEL	41	1741813	12/22/92
MARVEL	42	2070250	6/10/97
MARVEL	9	1,921,761	9/26/95
MARVEL ACTION HOUR	16	2053118	4/15/97
MARVEL ADVENTURES	16	2253189	6/15/99
MARVEL AGE	16	1301604	10/23/84
MARVEL BOY	16	913594	6/ 8/71
MARVEL CHILLERS	16	2052780	4/15/97
MARVEL COMICS LOGO	14	1,994,783	8/20/96
MARVEL COMICS LOGO	16	1,751,227	2/ 9/93
MARVEL COMICS LOGO	25	1,834,680	5/ 3/94
MARVEL COMICS LOGO	28	1,751,391	2/ 9/93
MARVEL COMICS LOGO	9	1,832,654	4/26/94
MARVEL CYBER COMICS	42	2,121,022	12/16/97
MARVEL FRONTIER COMICS	16	1,896,934	5/30/95
MARVEL KNIGHTS	16	2234331	3/23/99
MARVEL MANIA	42	2159156	5/19/98
MARVEL MIDNIGHT SONS & Design	16	1,893,089	5/ 9/95
MARVEL MOTION	16	2102274	9/30/97
MARVEL MUSIC	16	1,953,635	1/30/96

MARVEL SELECTS	16	2393629	10/10/00
MARVEL SUPER HERO ISLAND	41	2276421	9/ 7/99
MARVEL SUPER-HEROES	16	1073580	9/20/77
MARVEL SUPER-HEROES	9, 41	1168988	9/15/81
MARVEL TEAM-UP	16	1106657	11/21/78
MARVEL UNIVERSE	16	1272677	4/ 3/84
MARVEL VISION	16	2,006,351	10/ 8/96
MARVEL ZONE	41	2288534	10/26/99
MASTER OF KUNG FU	16	1027903	12/23/75
MASTERWORKS	16	2319549	2/15/00
MAXIMUM CARNAGE	28	2116526	11/25/97
MEGAZINE	16	1,921,933	9/26/95
METALLIC HEROES	28	2296936	11/30/99
MILLIE THE MODEL COMICS (STYLH16		427866	2/25/47
MOON KNIGHT	16	1247030	8/ 2/83
MUTANT GEAR	25	2055702	4/22/97
MUTANT X	16	2337595	4/ 4/00
NAMOR	16	1,752,508	2/16/93
NEW MUTANTS	28	2273023	8/24/99
NIGHT RAVEN	16	1,947,847	1/16/96
NIGHTWATCH	16	1,903,546	7/ 4/95
NITE HAWK	28	1181247	12/ 8/81

NOVA	16	1099494	8/15/78
OVERPOWER	16	2014390	11/ 5/96
P (Stylized)	25	1994491	8/20/96
POWER MAN	16	1,064,435	4/26/77
POWER PACK	16	1403958	8/ 5/86
POWER SURGE	28	2134828	2/ 3/98
PRIME	28	2070294	6/10/97
PRIME ULTRAVERSE (Stylized)	25	1929747	10/24/95
PROFESSOR X	16	1,901,699	6/27/95
PROTOTYPE	28	2046201	3/18/97
PSYCHOSONIC COMIC	16	1,970,439	4/23/96
PSYCHOSONIC COMIC	9	1,946,293	1/ 9/96
PSYCHO-WARRIOR	16	1,983,211	7/ 2/96
QUASAR	16	1,902,630	7/ 4/95
QUICKSILVER	16	2288626	10/26/99
RAZORLINE	16	1874649	1/17/95
RIPFIRE	16	2020766	12/ 3/96
ROGUE	16	1,911,299	8/15/95
SABRETOOTH	16	1,836,773	5/17/94
SCARLET SPIDER	16	2,001,696	9/17/96
SCARLET WITCH	16	1,896,166	5/30/95
SECRET WARS	16	1380412	1/28/86

SEEKER 3000	16	2224434	2/16/99
SENTINELS	16	2,064,283	5/27/97
SHE-HULK	16	1,192,099	3/16/82
SILVER SABLE	16	1736548	12/ 1/92
SILVER SURFER	16	2353958	5/30/00
SILVER SURFER	25	2220849	1/26/99
SILVER SURFER	28	2353959	5/30/00
SIREN	16	2076005	7/ 1/97
SLINGERS	16	2273078	8/24/99
SOLO	16	1,922,896	9/26/95
SPIDER-GIRL	16	2276140	9/ 7/99
SPIDER-MAN	16	959,887	5/29/73
SPIDER-MAN	16	1,256,062	11/ 1/83
SPIDER-MAN	18	1,231,920	3/22/83
SPIDER-MAN	21	1,206,213	8/24/82
SPIDER-MAN	24	1,229,926	3/ 8/83
SPIDER-MAN	25	1,267,236	2/14/84
SPIDER-MAN	28	1,251,774	9/20/83
SPIDER-MAN	28	1,300,723	10/16/84
SPIDER-MAN	35	1339415	6/ 4/85
SPIDER-MAN	41	1,163,134	7/28/81
SPIDER-MAN	9	1,206,718	8/31/82

SPIDER-MAN DESIGN	16	882,903	12/23/69
SPIDER-WOMAN	16	1097415	7/25/78
SPIDER-WOMAN	41	1,162,259	7/21/81
SPIDER-WOMAN	9	1,210,324	9/28/82
SPIDEY	16	1073579	9/20/77
STARBLAST	16	1,885,990	3/28/95
STARJAMMERS	16	1,998,453	9/ 3/96
STAR-LORD	16	1139223	9/ 2/80
STARMASTERS	16	1,968,746	4/16/96
STORM	16	1858598	10/18/94
STRANGE TALES	16	1,935,588	11/14/95
SUB-MARINER	16	891,593	5/26/70
TALES TO ASTONISH	16	1,933,228	11/ 7/95
THE AMAZING ADVENTURES OF SP41		2360226	6/20/00
THE AMAZING SPIDER-MAN	16	885910	2/10/70
THE AVENGERS	16	885486	2/ 3/70
THE CLANDESTINE	16	1,899,814	6/13/95
THE FALCON	16	1,135,117	5/13/80
THE HOUSE OF IDEAS	16	2273858	8/31/99
THE HUMAN TORCH	16	884168	1/13/70
THE INCREDIBLE HULK	16	890,917	5/12/70
THE INCREDIBLE HULK COASTER	41	2325512	3/ 7/00

THE INHUMANS	16	1,082,514	1/17/78
THE INVADERS	16	1,082,516	1/17/78
THE MARVEL ALTERNIVERSE STOR35		2285853	10/12/99
THE MIGHTY THOR	16	890,918	5/12/70
THE NAM	16	1,836,774	5/17/94
THE NEW MUTANTS	16	1,301,605	10/23/84
THE NEW WARRIORS	16	1,750,121	2/ 2/93
THE PUNISHER	16	1546411	7/ 4/89
THE PUNISHER	28	1,767,539	4/27/93
THE SILVER SURFER	16	890,922	5/12/90
THE SUPERNATURALS	16	2254505	6/15/99
THE THING	16	1,280,728	6/ 5/84
THOR	16	958,186	5/ 1/73
THOR DESIGN	16	885487	2/ 3/70
THUNDERBOLTS	16	2192684	9/29/98
THUNDERSTRIKE	16	1823719	2/22/94
TOMB OF DRACULA	16	959886	5/29/73
TYPHOID	16	2034366	1/28/97
ULTRAFORCE	28	2,032,542	1/21/97
ULTRAVERSE	25	2059551	5/ 6/97
ULTRAVERSE (Stylized)	25	2070130	6/10/97
UNION JACK	16	2254498	6/15/99

VENGEANCE	16	1,889,265	4/11/95
VENOM	16	1844354	7/12/94
VENOM	28	2,117,538	12/ 2/97
WAR MACHINE	16	1797824	10/12/93
WARLOCK	16	1111736	1/23/79
WEAPON X	16	1,917,929	9/12/95
WEBSPINNERS	16	2319548	2/15/00
WEREWOLF BY NIGHT	16	2149574	4/ 7/98
WHAT IF...?	16	1868234	12/20/94
WHAT THE...?	16	1866960	12/13/94
WILD THING	16	1,998,911	9/10/96
WOLVERINE	16	1,395,639	6/ 3/86
WOLVERINE	28	1,751,390	2/ 9/93
X-51	16	2364541	7/ 4/00
X-CALIBRE	16	1,918,815	9/12/95
X-FACTOR	16	1435538	4/ 7/87
X-FORCE	16	1685314	5/ 5/92
X-FORCE	28	1,965,178	4/ 2/96
X-MEN	16	2080843	7/22/97
X-MEN	16	1,161,898	7/21/81
X-MEN	24	2047363	3/25/97
X-MEN	25	2052216	4/15/97

X-MEN	25	1723928	10/13/92
X-MEN	28	1,770,191	5/11/93
X-MEN	30	2047364	4/25/97
X-MEN	9	1833719	5/ 3/94
X-MEN (STYLIZED)	16	1323166	3/ 5/85
X-MEN MUTANT GEAR	25	2,093,353	9/ 2/97
X-NATION	16	2062148	5/13/97
XSE	16	2091441	8/26/97
X-UNIVERSE	16	1,980,802	6/18/96

PAYOFF AND RELEASE LETTER



October 5, 2001

To: **Marvel Enterprises, Inc.**
10 East 40th Street
New York, NY 10066
Attention: Allen Lipson

Re: **Payoff Arrangements**

Ladies and Gentlemen:

We refer to the Credit Agreement dated as of April 1, 1999 and amended pursuant to the First Amendment dated as of March 21, 2000, the Second Amendment dated as of June 1, 2000 and the Third Amendment dated as of August 9, 2000 (the "Credit Agreement") among Marvel Enterprises, Inc. (the "Borrower"), the Guarantors party thereto, the Lenders party thereto and Citibank, N.A., as Agent, Collateral Agent and Issuer. Capitalized terms used herein without definition and defined in the Credit Agreement have the same meanings herein as therein.

The Borrower hereby informs the Lenders and the Agent that it intends to (i) return to the Agent undrawn for cancellation the outstanding Letters of Credit issued under the Credit Agreement, (ii) pay to the Lenders and the Agent all amounts due under the Credit Agreement and (iii) permanently terminate the Commitments of the Lenders thereunder.

The Lenders and the Agent hereby certify that the amount of all of the Obligations and fees owing by the Borrower under the Credit Agreement on October 5, 2001 is \$17,751,784.87, consisting of (i) those certain Letters of Credit, as more fully described on Schedule I hereto, which were issued and remain outstanding under the Credit Agreement in the aggregate face amount of \$17,547,333.53, (ii) \$193,233.24 of accrued and unpaid Letter of Credit fees and other fees incurred in connection with such Letters of Credit and (iii) \$11,218.10 of legal fees and other costs and expenses which the Borrower is obligated to pay on behalf of the Agent under the terms of the Credit Agreement (items (ii) and (iii) above, collectively, the "Payoff Amount").

In consideration of the foregoing and for other good and valuable consideration, the parties hereto agree as follows:

1. **Releases.**

(a) (i) The Lenders and the Agent hereby release, discharge and acquit the Borrower and the Guarantors from: (A) the obligations evidenced by the Loan Documents, all of which Loan Documents are hereby terminated, cancelled and of no further force and effect and (B) payment and performance of all obligations, liabilities and indebtedness to the Lenders and the Agent of every kind, nature and description, direct or indirect, absolute or contingent, joint and/or several, secured or unsecured, due or not due, primary or secondary, liquidated or

unliquidated, contractual or tortious, however acquired, arising under or in connection with the Loan Documents and held by or owed to the Lenders or the Agent (other than those obligations the terms of which specifically survive termination of the Credit Agreement) and (ii) the Lenders and the Agent hereby terminate and release any and all security interests in, liens upon, rights of setoff against and pledges of, and hereby reassign to the Borrower and the Guarantors, all properties and assets of the Borrower and the Guarantors heretofore granted, pledged, assigned to, or otherwise claimed by, the Lenders or the Agent, whether personal, real or mixed, tangible or intangible, as collateral security for the obligations evidenced by, or otherwise in connection with, the Loan Documents.

(b) The Borrower and the Guarantors, for and in consideration of the release above, do hereby release, discharge and acquit each of the Lenders and the Agent and their officers, directors, agents and employees and their respective successors and assigns from all obligations to the Borrower and the Guarantors (and their successors and assigns) and from any and all claims, demands, debts, accounts, contracts, liabilities, actions and causes of action, whether in law or in equity, that the Borrower or the Guarantors at any time had or have, now or in the future, against the Lenders and the Agent and their officers, directors, agents or employees and their respective successors and assigns, arising out of the Loan Documents or any transactions thereunder.

2. Indemnification. Without limiting the release set forth above, the Borrower and the Guarantors agree to indemnify the Lenders and the Agent for any fees and expenses which the Lenders and the Agent may have incurred or may now or hereafter incur in connection with the transactions contemplated by the Loan Documents which have not as yet been reflected in the Borrower's account with the Agent which the Borrower and the Guarantors are, or may be, required to bear pursuant to the Loan Documents, including without limitation, any fees incurred in connection with the release contemplated by Section 1(b) hereof.

3. Delivery of Documents. The Lenders and the Agent agree to deliver to the Borrower, upon the effectiveness hereof, the originals of all of the Notes, if any, and other instruments previously executed or pledged and delivered to the Lenders or the Agent by the Borrower or the Guarantors duly marked "paid in full" or "cancelled" as may be appropriate.

4. Further Assurances. The Lenders and the Agent further agree to furnish, at the Borrower's expense, additional releases and/or termination statements and such other and further documents, instruments and agreements as may be reasonably requested by the Borrower, in order to effect and evidence more fully the matters covered hereby. Upon receipt, Lender agrees to pay over to Borrower any interest paid in respect of amounts held in the General Collateral Account for the period from the last date on which interest was paid on such account through the date hereof; provided, however, the Borrower and the Guarantors agree that the Lender shall have the right to offset against such amount any fees and expenses then owing to the Lender, including, without limitation, any fees and expenses pursuant to Section 2 hereof.

5. Conditions Precedent.

(a) It is a condition precedent to the Lenders' and the Agent's obligations hereunder, that (i) the Borrower shall return to the Agent for cancellation those certain Letters of

Credit issued for the account of the Borrower pursuant to the Credit Agreement in the aggregate face amount of \$17,547,333.53, as more fully described on Schedule 1 hereto, and (ii) the Borrower shall pay to the Agent in cash in immediately available funds the Payoff Amount, provided, however, the Borrower and the Guarantors agree that such Payoff Amount may be deducted from the General Collateral Account.

(b) It is a condition precedent to the Borrower's obligations hereunder that the Agent shall return to the Borrower cash collateral held by the Agent in the General Collateral Account in the amount of \$3,840,629.84; provided, however, the Borrower and the Guarantors agree that the obligation of the Lender to deliver such amount shall be satisfied by the delivery of a check in such amount payable to the order of HSBC Bank USA or the wire transfer of such amount to HSBC Bank USA in accordance with the instructions set forth on Schedule 2 hereto.

6. Governing Law. This letter agreement shall be governed by and construed in accordance with the laws of the State of New York, including Section 5-1401 of the General Obligations Law of the State of New York.

7. Counterparts. This letter agreement may be executed in any number of counterparts each of which shall be deemed to be an original hereof and admissible into evidence and all of which together shall be deemed to be a single instrument.

[Remainder of page intentionally left blank]

Very truly yours,

CITIBANK, N.A., as Agent and Collateral Agent

By *Kevin R. Gerding*
Name: KEVIN R GERDING
Title: VICE PRESIDENT

CITIBANK, N.A., as Issuer

By *Kevin R. Gerding*
Name: KEVIN R GERDING
Title: VICE PRESIDENT

CITIBANK, N.A., as Lender

By *Kevin R. Gerding*
Name: KEVIN R GERDING
Title: VICE PRESIDENT

___ HELLER FINANCIAL, INC., as Lender

By _____
Name:
Title:

AMSOUTH BANK, as Lender

By _____
Name:
Title:

Very truly yours,

CITIBANK, N.A., as Agent and Collateral Agent

By _____
Name:
Title:

CITIBANK, N.A., as Issuer

By _____
Name:
Title:

CITIBANK, N.A., as Lender

By _____
Name:
Title:

HELLER FINANCIAL, INC., as Lender

By *Tara Unobel*
Name: *Tara Unobel*
Title: *Vice President*

AMSOUTH BANK, as Lender

By _____
Name:
Title:

Very truly yours,

CITIBANK, N.A., as Agent and Collateral Agent

By _____
Name:
Title:

CITIBANK, N.A., as Issuer

By _____
Name:
Title:

CITIBANK, N.A., as Lender

By _____
Name:
Title:

HELLER FINANCIAL, INC., as Lender

By _____
Name:
Title:

AMSOUTH BANK, as Lender

By 
Name: Kathleen F. Kerlinger
Title: Attorney-In-Fact

Accepted and agreed to by:

MARVEL ENTERPRISES, INC.,
as Borrower

By


Name: Allen S. Lipson
Title: Executive Vice President, Business & Legal Affairs


MARVEL ENTERTAINMENT GROUP, INC.,
as Guarantor

By


Name: Allen S. Lipson
Title: Vice President

MEI HOLDING COMPANY S CORP.,
as Guarantor

By


Name: Allen S. Lipson
Title: Vice President


MEI HOLDING COMPANY F CORP.,
as Guarantor

By


Name: Allen S. Lipson
Title: Vice President


MARVEL CHARACTERS, INC.,
as Guarantor

By


Name: Allen S. Lipson
Title: Vice President

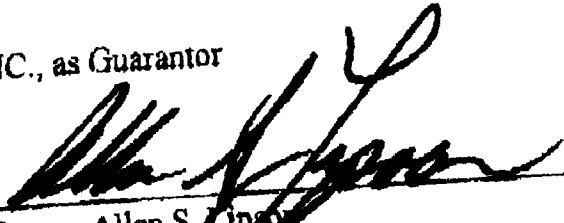
MARVEL RESTAURANT VENTURE CORP.,
as Guarantor

By


Name: Allen S. Lipson
Title: Vice President

MRV, INC., as Guarantor

By


Name: Allen S. Lipson
Title: Vice President

Schedule 1

Letters of Credit

<u>Name of Beneficiary</u>	<u>Issue Date</u>	<u>Expiration Date</u>	<u>Currency</u>	<u>Contingent Amount</u>	<u>Available Amount</u>
Disney Enterprises, Inc. (NY-20511-30024942)	02/24/99	05/31/03	USD	\$250,000	\$250,000
New Line Cinema Corporation (NY-20511-30027562)	06/06/00	06/06/02	USD	\$10,000,000	\$10,000,000
HSBC Bank USA (NY-20511-30027578)	06/13/00	06/08/01	USD	\$4,365,000	\$4,365,000
Old Republic Insurance Company (NY-20511-30029235)	02/05/01	01/31/02	USD	\$807,333.53	\$807,333.53
The WB Television Network (NY-20511-30029710)	04/20/01	02/15/02	USD	\$2,125,000	\$2,125,000
Total Outstanding Liability			USD	\$17,547,333.53	\$17,547,333.53

Schedule 2

Wire Transfer Instructions

HSBC Bank USA
One HSBC Center
Buffalo, NY 14203
ABA# 021001088
Trust Acct. # 750-520655