

EXHIBIT A

ARTWORK RELEASE

Re:

In recognition of the past participation by the "Artist" identified below in the preparation on Marvel's behalf of the "Artwork" identified above, Marvel Comics Group ("Marvel") is pleased to deliver as a gift to the Artist the original physical Artwork, subject to the following agreement by the Artist:

1. The Artwork was specially commissioned by and prepared for Marvel, subject to Marvel's supervision for use in a collective work, and is a work made for hire pursuant to all applicable copyright laws.

2. The Artist was fully compensated for all his / her work in preparation of the Artwork, and no royalties or other payments are or will be due or owing to the Artist for or on account of Marvel's past or future use or exploitation of the Artwork, unless expressly provided in a separate written agreement.

3. Marvel is the exclusive worldwide owner of all copyright in and to the Artwork (and to the extent, if any, that such copyright is not owned by Marvel by operation of law, the Artist hereby irrevocably assigns his / her entire right therein to Marvel). Marvel has the worldwide right in perpetuity to prepare and exploit in any media, any alterations, adaptations, revisions or other derivative works based upon, derived from, or using the Artwork, and the Artist waives any moral or other right provided by law to object thereto.

4. The Artist will not reproduce ^{or} commercially exploit or publicly exhibit any portion of the Artwork or any material based upon, derived from or utilizing the Artwork, and will not use or exploit the name of Marvel, or the name, title or likeness of any character depicted in the Artwork, in any manner or media. All trademark and other rights therein are owned exclusively by Marvel.

*Commercially

5. ~~The Artist represents and warrants that to the best of his / her knowledge, information and belief, no one else has any right or claim to the Artwork.~~ The Artist has no claim or right of any kind in or to any other artwork or material prepared by him and presently in Marvel's possession, except artwork or materials that has been contracted for under separate contract with Marvel (nor any claim or right on any artwork not prepared by the Artist), and Marvel may transfer such artwork or material to whomever it may desire, and utilize or exploit the same to the full extent provided herein with respect to the Artwork.

6. Marvel may, if it desires (but need not), use the Artist's name, likeness and / or bibliographical material ^{accurate} for the purpose of promoting Marvel's exploitations of the Artwork or any material utilizing the Artwork. Artist may use the name of Marvel in any biographical material.

7. This Agreement shall inure to the benefit of Marvel and its successors, assigns and licensees, and shall be binding upon the Artist, and his / her heirs, representatives, executors, administrators and assigns, who shall never contest or dispute or claim rights inconsistent with any of Marvel's rights provided herein, or assist anyone ^{else in so doing.} Nothing contained herein is intended to waive or diminish whatever rights or privileges artist may have to accurate credit or attribution as the original artist, creator or co-creator, as the case may be, of the material.

8. Artist may donate, bequeath, sell or otherwise dispose of the Artwork and may publicly exhibit the Artwork, provided that any donee, heir, purchaser or other recipient agrees to be bound by the foregoing terms and conditions.

**except that Marvel has undertaken, in good faith, to deliver to Artist as a gift, under these same terms and conditions, a share 10 - 31 - 86 DATE of all remaining Artwork or material prepared by Artist in approximately the same proportion as the Artwork listed on the attached inventory, bears to all artwork given to Artist, inkers and others who participated in the preparation thereof.

AUTHOR / ARTIST

MARVEL COMICS GROUP

By Jack Kirby

By _____

Copyright notice:

Copyright © 1985 Marvel Comics Group. All Rights Reserved.

ME0566