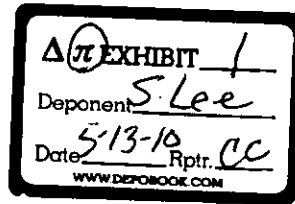


# EXHIBIT 34

CONFIDENTIAL



AFFIDAVIT OF STAN LEE

STATE OF CALIFORNIA )  
                                  )ss.:  
COUNTY OF LOS ANGELES)

STAN LEE, being duly sworn, deposes and says:

1. I was born in Manhattan, New York in 1922 and currently reside in Los Angeles, California.
  
2. To the best of my recollection I began my career in the comics industry in 1940 at the age of 17, when I was hired by a publishing company that was owned by my cousin-in-law, Martin Goodman ("Goodman"), known as Timely Comics, Inc. ("Timely"), a division of Magazine Management Company ("Magazine Management"), the umbrella company for all of Goodman's publishing lines. When I came to work for Timely in 1940, Timely's offices were located in the McGraw-Hill Building on West 42nd Street in Manhattan. Timely was already in the business of publishing comic books and had several ongoing comic titles and was hoping to add others. I was initially engaged to be the assistant to Joe Simon ("Simon"), Timely's then editorial director, and to Jack Kirby, ("Kirby"), Timely's staff artist. When I began working for Timely, my duties included everything from running errands to proofreading stories to erasing stray pencil marks on finished artwork and preparing it to go to the engraver. I was working full-time in Timely's offices as a "gofer" apprentice.
  
3. Timely had approximately a dozen employees at the time I began working there and, except for Simon, Kirby and a few others, relied on freelance writers and artists for creating material. The writers and artists, whether employees or freelancers, would receive their assignments from Simon. After Simon told the writer and/or artist which title they would be

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responsible for, the writer was expected to come up with a story that continued from the last one in the series. Part of the job of the writer also was to come up with ideas for new characters, including new heroes, villains/nemeses and supporting characters, and introduce them into the storylines to interact with the existing characters. Simon, as editor, would review the stories submitted by the writer, make any and all changes he believed were appropriate, and the story would be passed on to the artist that had been engaged or selected to do the issue. The artist was then responsible for taking the script and creating the visual depiction, including the layout of the issue and the looks of the characters. Because the artist typically drew in pencil, an inker would then go over those pencil drawings and render them in ink. Next, a colorist would then color Photostats of the drawings based on the instructions provided by the editor.

4. Some time after coming to work for Timely, I was asked to write captions, blurbs, etc. and then two-page prose stories for the books. After consulting with Goodman, Simon gave me the promotion to staff writer, and we agreed that I would continue to work for Timely on a full time basis, and would continue to be paid a weekly salary as a writer. Between late 1940 and late 1941, I wrote numerous comic book issues for Timely. I understood that, as a writer, it was part of my job to create new characters and stories, as well as new episodes of established characters, and to come up with new ideas for characters to introduce into the storylines. Timely, however, always maintained the right to direct the storylines and the right to edit any aspect of the materials I submitted for publication, including the characteristics of any existing or new characters I utilized in the storylines. At that time, it was typical in the industry for comic book publishers to own the rights to the materials that were created for them for publication. I understood that, because it was an essential part of my job as a writer to come up with new stories and ideas for Timely, Timely would own whatever rights existed to all of the

materials I created or co-created for publication by it, including any new characters that I introduced into the storylines, and that I had no right to claim authorship to or ownership of those materials.

5. At the end of 1941, Goodman learned that Simon and Kirby were working after hours for a competitor and terminated them. He then promoted me to the position of editorial director for the entire Timely line of comics. To the best of my recollection, by this time, Timely had approximately a dozen comic book titles. Although Goodman ultimately had the right to control and direct the content of every publication, I was responsible for engaging all of the writers and artists, assigning particular writers and artists to each issue, and overseeing all of the creative and editorial aspects of every publication. I also continued to write scripts, and was paid by the page for the script work in addition to my salary as an editor. Between the end of 1941 and the end of 1942, Timely published nearly one hundred issues and several new, important characters were added, including characters that I co-created. I understood that it was part of my responsibilities as both editorial director and writer to come up with new ideas, including new characters, for introduction into the Marvel storylines. All of my creative contributions during my time as editorial director for Timely, including my script work, were created as a result of my having been engaged by Timely and were done at Timely's instance, and I was paid by Timely for all of these contributions. During my time as editorial director, Goodman had the right to edit any of the material I submitted, and I understood that Timely would own whatever rights existed to any materials I created or co-created for publication by it, including any new characters that I introduced into the storylines, and that I had no right to claim authorship or ownership of those materials.

6. On November 9, 1942, I enlisted in the army and Vince Fago ("Fago"), who had previously reported to me, was appointed to act as editorial director in my absence. Although I was no longer a full-time employee of Timely, I continued to write for Timely on a freelance basis while I was in the army, communicating with Fago and Goodman by mail. Fago would assign specific titles and issues to me, and I was paid on a page rate for the work that I submitted. With respect to all of the work that I submitted, Fago (and ultimately Goodman) maintained the right to edit my work, and I understood that it was part of my responsibility to come up with new ideas and new characters for introduction into the storylines on the issues I was assigned to write. I also understood that Timely would own whatever rights existed to any materials I created or co-created for publication by it, including any new characters that I introduced into the storylines, and that I had no right to claim authorship to or ownership of any of those works.

7. On September 29, 1945, I received an honorable discharge from the army and resumed my position as editorial director for Timely. While I was in the army, Timely had moved its offices to the Empire State Building and had hired more full-time writers, artists, production workers and business staff. When I came back to Timely, my responsibilities expanded to include overseeing a team of editors who handled the different comic book lines, and I continued to report directly to Goodman. I also continued to write scripts, and was paid by the page for the script work in addition to my salary as editorial director, just as I had been doing before I left for the army. I understood that it was still my responsibility as both editor and writer to come up with new ideas for stories, including new characters to introduce into the storylines for publication by Timely. Goodman still had the right to edit all of the material that I submitted, and I understood that Timely would own whatever rights existed to any materials I

created or co-created for publication by it, including any new characters that I introduced into the storylines, and that I had no right to claim authorship to or ownership of any of those works.

8. For the next twenty three years, until the fall of 1968, I maintained my position as editorial director for Timely.<sup>1</sup> I also continued to write scripts for publication by Timely, and was paid based on a page rate for those scripts. In my capacity as editor, I chose specific titles that I wanted to write, subject to Goodman's approval, and also assigned the artist to draw the issue. Although I was given significant creative freedom, I continued to report to Goodman and understood that Goodman had the ultimate right to control the contents of the stories and to edit my work (and the work by anyone on my staff) if he deemed it appropriate. Indeed, there were several instances where Goodman edited materials that I had submitted for publication or suggested changes to storylines before the scripts were written. I also understood that my responsibilities as editorial director for Timely included coming up with ideas for new titles featuring new characters. When I came up with a concept for a new title featuring a new character, I would discuss the title with Goodman, who would determine whether or not Timely wanted to commission me to write it and my selected artist to draw it for publication. Although I had no written agreement with Timely, it was our mutual understanding and agreement throughout this entire twenty-three year period that my creative contributions were made as a result of my having been commissioned by Timely to create the works, and that Timely would therefore own whatever rights existed to any materials I created or co-created for publication by it, including any new characters that I created for publication by Timely, and that I had no right to claim authorship to or ownership of any of those works.

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<sup>1</sup> In May 1963, Magazine Management/Timely changed the name of its comic book line to Marvel Comics.

9. In the fall of 1968, Goodman sold the entire publishing business to Perfect Film and Chemical Corporation, later known as Cadence Industries Corporation ("Cadence") and the publishing division, including the Marvel Comics line, continued to do business as Magazine Management. Goodman remained the publisher of the Magazine Management division and I remained the editorial director for the entire Marvel Comics line through March 1972. I also continued to write scripts, and continued to be paid for those scripts based on a page rate in addition to my salary as editorial director. During this time period, my responsibilities remained the same, and I had the same agreement with Cadence/Marvel Comics that all of my creative contributions were within the scope of my employment and commissioned by Cadence/Marvel Comics, and that I had no right to ownership of any of the materials that I created for publication by Cadence/Marvel Comics, including any new characters that were introduced into the Marvel Comics storylines.

10. To the best of my recollection, in March 1972, I became the Publisher for the entire Marvel Comics line, a position I held until 1978. Roy Thomas ("Thomas") took over my position as editorial director, a position he held through sometime in 1974. When Thomas was no longer editorial director, Len Wein took over that position for approximately 6 months, followed by Marvin Wolfman, who held the position for approximately one year, followed by Gene Conway, who held the position for one month, followed by Archie Goodwin, who held the position for one and a half years, followed by Jim Shooter, who held the position beginning in 1978. Although the various editorial directors took over my former responsibilities of running the day to day operations of the comics line, I had the ultimate responsibility for the entire line and acted as a creative consultant to the various writers and artists throughout this period. I was paid a weekly salary for all of my work. All of my creative contributions during this period were

at Cadence/Marvel Comic's instance and expense, and I understood that I had no right to ownership of any of the materials that I created for publication by Cadence/Marvel Comics, including any new characters that were introduced into the Marvel Comics storylines.

11. From 1941 through 1978, I (together with numerous artists) created or co-created hundreds of characters and introduced them into the storylines to be published by Timely and/or Cadence/Marvel Comics. A list of some of the characters I either created or co-created for Timely and/or Cadence/Marvel Comics appears on Schedule A. This list is by no means complete. My contributions to all of the characters I created for Timely or for Cadence/Marvel Comics during this time period were within the scope of my employment with Timely or Cadence/Marvel Comics, as the case may be, and were instanced by Timely or Cadence/Marvel Comics, as the case may be, and both I and the artist assigned to work with me on all of these works (including those characters) were paid by Timely or by Cadence/Marvel Comics, as the case may be.

12. On or about October 15, 1998, I entered into an Employment Agreement/Rights Agreement (the "SLM Agreement") with Stan Lee Entertainment, Inc. ("SLM"). Pursuant to the SLM Agreement, I assigned to SLM certain rights that I would otherwise have retained in new works that I intended to create for SLM and certain rights to my own name and likeness. It is clear from the express language of the SLM Agreement that I never assigned or purported to assign to SLM any rights to any of the works I had created for publication by Timely or Cadence/Marvel Comics, including the rights to any of the characters that I created for publication by Timely or Cadence/Marvel Comics. Nor could I--it was always my understanding that Timely or Cadence/Marvel Comics, as the case may be, was the author of

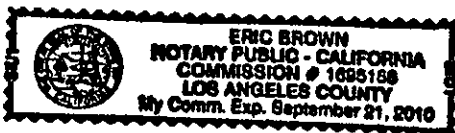


those works as "works made for hire" under applicable copyright laws and that I had no rights in any of those works.

13. My understanding that Timely or Cadence/Marvel Comics, as the case may be, was the author of those works and that I had no rights in any of those works was confirmed each and every time I accepted payment by Timely or its successors for my creative contributions. For years I received checks from Timely and its successors that bore a legend acknowledging that the payment was for "works for hire." I can recall no checks that I received as payment for my contributions that did not bear this legend which acknowledged the payment was made to me for work that had been created for hire for Timely or Cadence/Marvel and that they owned the rights to all such contributions.

*State of California County of Los Angeles*  
Sworn to before me this  
*11* day of *May*, 2007  
*June*

*Eric Brown*  
Notary Public



*Stan Lee*  
STAN LEE

## Schedule A

1. Abomination
2. Adaptoid
3. Air-Walker
4. Ancient One
5. Angel, a/k/a Archangel, Warren Kenneth Worthington III
6. Annihilus
7. Ant-Man, a/k/a Yellowjacket, Giant-Man, Goliath
8. Ares
9. Atlas (appearing as Power Man, Smuggler and Goliath)
10. Attuma
11. Avengers
12. Awesome Android
13. Backlash, a/k/a Whiplash
14. Balder the Brave
15. Baron Mordo
16. Baron Wolfgang von Strucker
17. Baron Zemo
18. Batroc the Leaper
19. Beast
20. Betty Brant
21. Betty Ross Banner
22. Black Bolt
23. Black Panther
24. Black Widow

25. Blastarr
26. Blob
27. Blonde Phantom
28. Boomerang
29. Captain Marvel, a/k/a Captain Mar-vell
30. Cobra
31. Colonel Nicholas Joseph "Nick" Fury
32. Count Nefaria
33. Crimson Dynamo
34. Crystal
35. Cyclops
36. Daredevil
37. Destroyer
38. Doctor Doom
39. Doctor Octopus
40. Doctor Strange
41. Dormammu
42. Dragon Man
43. Edwin Jarvis
44. Egghead
45. Electro
46. Enchantress
47. Eternity
48. Exterminator, a/k/a Death-Stalker
49. Falcon

50. Fandral, a/k/a Fandral the Dashing
51. Fantastic Four
52. Fin-Fang-Foom
53. Richard Fisk
54. Fixer
55. Flash Thompson
56. Foggy Nelson
57. Galactus
58. Gargantus
59. Gladiator
60. Gorgon
61. Green Goblin
62. Grey Gargoyle
63. Gwen Stacy
64. Happy Hogan
65. Agatha Harkness
66. Hate Monger
67. Hawkeye
68. High Evolutionary
69. Hogun, a/k/a Hogun the Grim
70. Human Torch, a/k/a Johnny Storm
71. Iceman
72. Impossible Man
73. Incredible Hulk
74. Iron Man

75. John Jonah Jameson, a/k/a J. Jonah Jameson, J.J., and J.J.J.
76. Juggernaut
77. Kang the Conqueror
78. Karen Page
79. Karnak
80. Karnilla
81. Kingpin
82. Klaw
83. Krang
84. Kraven the Hunter
85. Leader
86. Living Laser
87. Lockjaw
88. Loki
89. Mad Thinker
90. Magneto
91. Mangog
92. Man-Wolf
93. Marvel Girl, a/k/a Jean Grey, Phoenix
94. Mary Jane, a/k/a Mary Jane Watson-Parker
95. Maximus, a/k/a Maximus the Mad
96. Medusa
97. Mentallo
98. Mephisto
99. Mimic

100. Modok
101. Mole Man
102. Molten Man
103. Mr. Fantastic
104. Mr. Fear a/k/a Machine Smith
105. Mysterio
106. Nightmare
107. Odin
108. Owl
109. Power Man, a/k/a Atlas, Smuggler, Goliath, Erik Josten
110. Prowler
111. Psycho-Man
112. Purple Man
113. Quicksilver
114. Ravage 2099
115. Radioactive Man
116. Red Ghost
117. Rick Jones
118. Robbie Robertson
119. Ronan the Accuser
120. Scarecrow
121. Scarlet Witch
122. Scorpion
123. Sharon Carter
124. She Hulk

125. Silvermane
126. Silver Surfer
127. Skurge, The Executioner, a/k/a Executioner II
128. Spider-Slayer
129. Spider-Man
130. Stiltman
131. Super Skrull
132. Swordsman
133. The Absorbing Man
134. The Avengers
135. The Beetle a/k/a MACH-IV, MACH-1, 2, and 3
136. The Chameleon
137. The Fantastic Four
138. The Incredible Hulk
139. The Inhumans
140. The Invisible Woman
141. The Lizard
142. The Mandarin
143. The Rhino
144. The Sandman
145. The Shocker
146. The Skrulls
147. The Stranger
148. The Thing
149. The Vulture

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150. The Wasp
151. Thor
152. Thunderbolt Ross
153. Tinkerer
154. Titanium Man
155. Toad
156. Triton
157. Uatu the Watcher
158. Ulik
159. Unicorn
160. Unus
161. Vanisher
162. Virginia Pepper Potts
163. Volstagg
164. Wasp
165. Whirlwind
166. Willie Lumpkin
167. Wizard
168. Wonderman
169. Wong
170. Wyatt Wingfoot
171. X-Men
- ~~172.~~ 172. Ymir