

# EXHIBIT M

ASSIGNMENT

This is an assignment between Joel K. Katz  
a citizen and resident of California and Magazine  
Management Co., Inc., a corporation of the State of Delaware,  
having its principal place of business at 625 Madison Avenue,  
New York, New York.

For and in consideration of the covenants and agreements  
herein contained and the sum of One Dollar (\$1), the receipt of  
which Simon hereby acknowledges,

IT IS HEREBY AGREED as follows:

1. A. KATZ shall and hereby does assign to Magazine  
Management Co., Inc. any and all right, title and interest he  
may have or control or which he has had or controlled in and to  
the following (without warranty that he has had or controlled  
any such right, title or interest):

(1) Any and all MATERIALS, including any and all  
ideas, names, characters, symbols, designs, likenesses,  
visual representations, stories, episodes, literary  
property, etc., which have been in whole or in part  
acquired, published, merchandised, advertised and/or  
licensed in any form, field, or media by the Goodmans,  
their affiliates, and/or their predecessors or succes-  
sors in interest (which shall be understood broadly and  
to include their licensees and all who derive any  
interest from the Goodmans), or any of them, and

(2) Any and all RIGHTS, including any and all  
copyrights, trademarks, statutory rights, common law  
rights, goodwill, and any other rights whatsoever  
relating to the MATERIALS in any and all media and/or  
fields including any and all rights to renewal or

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extension of copyright, to recover for past infringement and to make application or institute suit therefor, and including by way of example and without limitation

*1/5/63* claim to renewal copyright in Volume 2,

Nos. 1-10 of the work entitled "Captain America Comics",

these being evidenced by Registration Nos. R 429502

R 446534, R 446535, R 446535, R 446537, R 446538,

R 446539, R 446540, R 446541 and R 448324 in the

United States Copyright Office,

all hereinafter referred to as MATERIALS and RIGHTS, including, without limitation and as just an example, all the MATERIALS listed in Schedules 1, 2 and 3, as amended, attached hereto.

1 B. Everything relating in any way to any MATERIALS and RIGHTS and any papers evidencing an ownership claim in any MATERIALS and RIGHTS shall be physically transferred or surrendered to the Goodmans or their designees.

1 C. It is the intention of the parties that by this assignment *Kenny* is transferring to Magazine Management Co., Inc. any and all MATERIALS and RIGHTS he may claim, have or control or has claimed, had or controlled in the past in any way whatsoever concerning or relating to Captain America and any other of the aforesaid MATERIALS and RIGHTS, and that *Kenny* shall have no further claim of any kind arising out of or relating to any past business relationship with the Goodmans, their affiliates, or predecessors or successors in interest.

2. *Kenny* hereby warrants that he has not assigned, licensed, or pledged and has not attempted or purported to assign, license, or pledge any of the MATERIALS and RIGHTS to anyone other

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than the Goodmans, their affiliates, predecessors or successors in interest, and/or their designees and that he will not do so in the future.

3. KIRBY shall execute or cause to be executed upon request by the Goodmans, their affiliates or successors in interest and/or designees, any and all additional applications, assignments, statements, pleadings, or other papers which are deemed by them to be necessary or appropriate for effecting the transfer of rights herein recited or for securing the benefit and exclusive enjoyment thereof to the Goodmans, their affiliates successors in interest, and/or designees.

4. KIRBY agrees not to contest either directly or indirectly the full and complete ownership by the Goodmans, their affiliates, designees, or successors in interest, of all right, title and interest in and to the MATERIALS and RIGHTS or the validity of the RIGHTS, which may be conferred on Magazine Management Co., Inc. by this Agreement, or to assist others in so doing.

Examples of such prohibited contestation would be, without limitation, applying for copyright, renewal copyright, trademarks, patents, etc. for the MATERIALS and RIGHTS herein specified or the publication by KIRBY or his assigns or agents of literary property which would infringe upon, violate or be confusingly similar to such MATERIALS and RIGHTS.

5. KIRBY acknowledges and agrees that all his work on the MATERIALS, and all his work which created or related to the RIGHTS, was done as an employee for hire of the Goodmans.

6. This Agreement shall be binding upon the parties hereto, their affiliates and subsidiaries, legal representatives, successors and predecessors in interest, and assigns.

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7. The invalidity of any provision or part hereof or obligation hereunder, or the contravention thereby of any law, rule or regulation of any State, The Federal Government or any agency, shall not relieve any party from its obligation under, nor deprive any party of the advantages of, any other provision or part of this Agreement.

Dated: MAY 30 1972  
July 1970

Dated: June 5, 1972  
July 1970

Attest:

✓ *Jack Kirby*  
JACK KIRBY

Magazine Management Co., Inc.

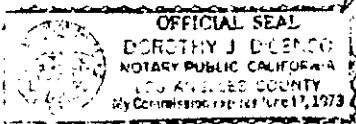
By: *Charles F. ...*

STATE OF CALIFORNIA)

COUNTY OF VENTURA )

ss.:

On this 30<sup>th</sup> day of May, 1972, before me personally came Jack Kray to me known and known to me to be the individual described in and who executed the foregoing instrument and acknowledged that he carefully read and examined the same and executed it of his own free will.



Dorothy J. DeLeon  
Notary Public

STATE OF NEW YORK )

COUNTY OF NEW YORK )

ss.:

On this 5<sup>th</sup> day of JUNE, 1974, before me personally came Charles Goodman to me known and known to me to be authorized and empowered by Magazine Management Co., Inc. to execute instruments such as the foregoing on its behalf and he duly acknowledged to me that he had carefully read and examined the foregoing instrument and duly executed it on behalf of Magazine Management Co., Inc.

Arthur Schinner  
Notary Public

ARTHUR SCHINNER  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 416700015  
Qualified in Queens County  
Commission Expires March 30, 1976

Schedules 1, 2 and 3, as amended, to this Assignment are the schedules served and filed by Magazine Management Co., Inc. together with other defendants in the state court action in response to Plaintiff, Joseph H. Simon's Bill of Particulars and Notice to Produce, Schedule 1 being served on June 12, 1967, and amended June 13, 1967, and Schedules 2 and 3 being served on May 18, 1967, and amended on November 13, 1967.