

EXHIBIT M

not a gift

ASSIGNMENT

This is an assignment between Jack Kury
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. KURY 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

Kirby 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 *Kirby* 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 *Kirby* 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. *Kirby* 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

✓ *Jack Kirby*
JACK KIRBY

Dated: June 5, 1972
July 1970

Magazine Management Co., Inc.

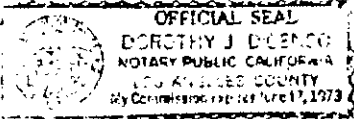
Attest:

BY: *Charles F. ...*

STATE OF CALIFORNIA)
) ss.:
COUNTY OF VENTURA)

On this 30th day of May, 1972 before me personally came Jack Kirby 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)
) ss.:
COUNTY OF NEW YORK)

On this 5th 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. 41070015
Qualified in Queens County
Commission Expires March 30, 1974

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.