

EXHIBIT III

DECLARATION OF STEPHEN GERBER

Stephen Gerber declares and states:

1. I am the Plaintiff in this action. This declaration is made for the purpose of opposing Defendants' Motion to Dismiss the Complaint.

2. I have read the declaration of Donald S. Engel, counsel for Defendants. In doing so, I discovered a number of inaccuracies. I also found that the description of events and meaning of documents are inaccurate and taken out of context. I hereby correct those inaccuracies which might be relevant to the pending motion.

3. As alleged in my verified complaint, I created a comic book character known as "Howard the Duck" ("Howard"). I created Howard while a free lance writer and independent contractor. Comic magazine stories featuring Howard were published and sold by the Marvel Comics Group, a division of Defendant Cadence Industries Corporation ("Marvel Comics"). The first issue of the "Howard the Duck" comic magazine series (herein "Howard stories"), is the January, 1976, issue.

Attached hereto and made a part hereof as Exhibit "1," is the cover and first page of that issue.

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1 4. The introductory announcement in the left top
2 corner of the cover page, identifies the first issue:

3
4 BECAUSE YOU DEMANDED IT -- THE FABULOUS
5 FIRST ISSUE OF MARVEL'S MOST SENSATIONAL
6 NEW SUPER-STAR!

7
8 5. As noted on page 1 at the bottom, (in the copyright
9 recital), Marvel Comics correctly identifies itself as only the
10 publisher of the Howard story. There is no mention by Marvel
11 Comics in the copyright recital, or anywhere else in the maga-
12 zine, that one of its employees was the creator of Howard or that
13 it had rights to exploit Howard or the Howard stories other than
14 through publication of the comic magazine.

15
16 6. Marvel Comics clearly admits on page 1 of the
17 first issue (at the top) that I was the creator of the character
18 Howard and the Howard stories. There in bold type it states:

19
20 CREATED AND WRITTEN BY STEVE GERBER

21
22 6.A. Marvel Comics also publicly admitted in other
23 comic magazines, that I was the author and creator of Howard.
24 For example, I have attached as Exhibit "2" a true copy of the
25 cover page of the October, 1977, issue of a comic magazine en-
26 titled "Omega, the Unknown" which contains a blurb in the right
27 bottom corner stating:

28 ///

1 "ANOTHER KIND OF HERO FROM STEVE
2 GERBER, AUTHOR OF HOWARD THE DUCK"
3

4 A. I Was Not Marvel Comics' Employee.
5

6 7. At the time I created Howard, I was not employed
7 by Marvel Comics or any of its predecessors. I was a free lance
8 writer. I submitted comic magazine stories, as an independent
9 contractor and free lance writer, to another publisher of comic
10 magazines besides Marvel Comics. I was not under written con-
11 tract to any publisher. The inference Mr. Engel tries to create
12 is erroneous.
13

14 8. I was not provided nor did I use in my work any
15 facilities owned or leased by Marvel. I wrote and worked at my
16 own residence. I used my own materials and had no set work
17 schedule. I worked when and as I alone wished.
18

19 9. I had no set income. I was not paid a salary at
20 that time by any publisher, including Marvel Comics. If a
21 publisher decided to accept and publish my comic magazine stories,
22 I was paid on the basis of a certain dollar rate per published
23 page. I believe that Marvel Comics initially paid me about
24 \$15.00 per page for the Howard stories. Marvel Comics and the
25 other publishers, to whom I submitted my comic stories, were free
26 to accept or reject them. If my comic stories were rejected, I
27 was not paid. I was also free to submit my comic stories, if
28 rejected, to other publishers.

1 10. Marvel Comics and the other publishers paid me on
2 a per published page basis for my comic stories, if accepted,
3 in an aggregate sum and without deduction of federal income tax
4 withholding or other taxes. That fact is corroborated by the
5 check which Defendants have attached as Exhibit "C" to Mr.
6 Engel's declaration.

7
8 11. It was under those circumstances which I created
9 Howard and wrote the Howard stories.

10
11 B. Howard's Creation.

12
13 12. Mr. Engel's assertions, in paragraph 3 and 4 of
14 his declaration, that Howard first appeared in the December 9,
15 1973, issue of a comic magazine entitled "Adventure into Fear"
16 (cover and nine pages attached in Exhibit "A" to Mr. Engel's
17 declaration) is inaccurate. A duck is depicted at pages 18 and
18 26, and I did write the story, but that duck is unnamed. That
19 duck was a minor "walk on" character at best.

20
21 13. This duck did appear in another story which I
22 wrote on a free lance basis and at the standard compensation rate
23 per published page. I also created this duck and gave him the
24 name "Howard" in that story: This duck was a minor character
25 and a mere proto-type of what ultimately became Howard. He was
26 killed off in my story, at the request of Marvel Comics, and for
27 all purposes ended as a minor character in that series.

28 ///

1 14. I do not believe that the \$285.00 check, attached
2 as Exhibit "C" to Mr. Engel's declaration, was payment for any
3 comic story depicting a duck. According to my recollection, I
4 would have written the story for the December, 1973, issue of
5 "Adventure into Fear" in August or September of that year.
6 Consequently, I could not have been paid the per published page
7 rate until after the story was written and accepted.

8
9 15. During 1975 I proposed to Marvel Comics and Marvel
10 Comics expressed interest in acquiring from me and publishing a
11 comic magazine story series featuring an expanded and more
12 developed version of the earlier proto-type duck, the minor walk
13 on character who was killed off two years earlier. I already was
14 aware of the favorable public reaction to the earlier character
15 and pointed out to Marvel Comics that I already had been consider-
16 ing creating and writing stories about an expanded and much more
17 sophisticated duck character. Marvel Comics requested that I
18 offer to it, should I undertake such a creation, that development
19 of the proto-type character and script material for a series
20 featuring him as the major character.

21
22 16. Later in 1975, in my own home and at my own
23 schedule, I developed and expanded the proto-type and created the
24 much more sophisticated character Howard. I also wrote story
25 material for a series featuring Howard as the major character.
26 These stories had a format, setting, characters, themes and plots
27 unique to my new character, Howard, and entirely different than
28 that depicted in "Adventure into Fear."

1 C. Marvel Was Granted Only A
2 Limited License to Publish, Nothing More.
3

4 17. I first offered to Marvel Comics, under the
5 circumstances previously explained, only the right to publish
6 Howard stories in comic magazine form. Marvel Comics accepted and
7 published my Howard stories, under such circumstances, first as
8 separate stories and then in a comic magazine series, the first
9 issue of which appeared in January, 1976 (cover and first page
10 attached as Exhibit "1"). I solely and only agreed to allow
11 Marvel Comics the limited right to publish the Howard stories
12 in comic magazine form. I was paid by Marvel Comics for the
13 right to publish the Howard stories, as previously explained, on
14 a per page basis (approximately \$15.00). To the best of my
15 knowledge, the total sum paid by Marvel Comics for such right to
16 publish over 31 Howard stories written by me over a two year
17 period did not exceed \$14,000.

18
19 18. I was not asked to nor did I sign a written
20 contract. Marvel Comics did not ask me, nor did I agree, to
21 assign or transfer rights to use or depict Howard or the Howard
22 stories in any other medium, means, or manner. All of such
23 rights were reserved by me. To be sure, I did not receive from
24 Marvel Comics additional compensation for further rights. I only
25 received the standard industry per page rates paid for publi-
26 cation of comic stories.

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1 19. I was not told, orally or in writing, that Marvel
2 Comics contended or claimed rights to use or depict Howard in any
3 other media, means or manner.

4
5 D. The Legal Copyright, Said Marvel Comics,
6 Was Obtained for My Protection.
7

8 20. To the contrary, I was told in substance on a
9 number of occasions by Defendant Stan Lee, an executive employee
10 of Marvel Comics, and James Galton, president of Marvel Comics,
11 that my rights and interests in Howard and the Howard stories
12 were being protected by Marvel Comics and that no further use
13 would be made of either by anyone without my knowledge and consent
14 and participation.

15
16 21. For example, Defendant Lee often stated to me in
17 essence, when I would ask for assurances, that Howard and the
18 Howard stories were being protected by copyright. Mr. Lee pro-
19 mised that Marvel Comics would protect the legal copyright and
20 would not sell or use Howard or the stories in any other way
21 without my knowledge and participation and "without taking care
22 of me." As another example, I asked Mr. Galton on one occasion,
23 out of concern over whether my character Howard and the Howard
24 stories were being adequately protected, to transfer the copy-
25 right to my name. Mr. Galton stated, in substance, that there
26 was no need to do that because Howard and the Howard stories were
27 being protected for me by Marvel Comics and I would have to

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1 consent to and be paid additional compensation for any other
2 usage or exploitation by anyone.
3

4 22. The fact that Marvel Comics did not even believe
5 that it had rights to Howard or the Howard stories, other than
6 publication of comic magazines, without my consent and additional
7 compensation is clearly demonstrated by its own Exhibit "D" to
8 Mr. Engel's declaration: a written agreement between Marvel
9 Comics and myself dated March 18, 1977, over a year after Howard's
10 creation.

11
12 E. Marvel Comics Sought My Consent and Agreement

13 To Depict Howard in a Newspaper Comic Strip.
14

15 23. By virtue of Exhibit "D", Marvel Comics sought out
16 and obtained my consent to utilize Howard and my Howard stories
17 in a daily and Sunday syndicated newspaper comic strip. It was
18 agreed by both parties that my Howard stories (including any
19 further Howard stories which I desired to write) would be adapted,
20 with some minor modifications, for the format of a newspaper
21 comic strip. Marvel Comics agreed to pay, as consideration for
22 such other use of my Howard stories, one-third of its share of
23 income derived from the newspaper syndication. In the event that
24 Marvel Comics desired to license or use Howard or the Howard
25 stories in other ways, the agreement required that Marvel Comics
26 pay me one-third of "the net receipts" derived therefrom.

27 ///

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1 24. Mr. Engel's single quotation of "selected
2 clauses . . . particularly pertinent" from the agreement (Engel,
3 declaration, paragraph 7) omits the most important provisions and
4 obscures the true context thereof.

5
6 The agreement, therefore, further provides in pertinent
7 part:

8
9 "In the event that Marvel sells or licenses
10 the Material for uses other than the daily
11 and Sunday comic strip, then Marvel shall
12 pay to you one third of the net receipts
13 (less any applicable commissions or expenses)
14 it receives from such sale and/or license."

15 (Balance of paragraph 7 omitted
16 by Mr. Engel.)

17
18 25. To confirm my independent contractor relationship
19 with Marvel Comics (as with other publishers), the March, 1977
20 agreement provided:

21
22 "4. It is understood that you will supply
23 said Material to Marvel at your own cost and
24 expense utilizing your own tools, furnishing
25 your own place of work and utilizing your
26 own assistance."

27 ///

28 ///

1 26. . Marvel Comics never did license or sell Howard or
2 my Howard stories to other markets or for other uses, during the
3 term of the March, 1977 agreement, nor was I paid any compensation
4 therefor.

5
6 27. As reflected in paragraph 10 of the March, 1977
7 agreement, the agreement was terminable at will by either party
8 by written notice.

9
10 28. It is undisputed, as reflected in Exhibits "G",
11 "H" and "I" to Mr. Engel's declaration, that the March, 1977
12 agreement was terminated by both parties by written notice. As a
13 result of that termination, it is undisputed that whatever limited
14 license of rights to market Howard and my Howard stories in other
15 ways which may have been granted thereby was terminated and all
16 of such rights reverted to me.

17
18 29. That such occurred upon termination is clear from
19 the language of the termination notices. For example, the March
20 21, 1978, telegram from my then attorney to Marvel Comics
21 (Exh. "G") expressly states:

22
23 ". . . [U]pon the effective date of any such
24 termination, all of your rights in and to
25 the characters contained in said comic
26 strips shall terminate, except for any
27 rights under the contract to continue to

28 ///

1 exploit the script material provided to
2 you during the term of the agreement."
3

4 As a further example, I wrote to Mr. Galton (president
5 of Marvel Comics) on April 5, 1978:
6

7 "Please be advised that under the terms
8 of our said March 18, 1977 agreement, as
9 of April 27, 1978, Marvel Comics . . .
10 rights to the characters contained in the
11 comic strip "Howard the Duck" shall terminate
12 and Marvel shall have no further rights
13 therein or with respect thereto."
14

15 ". . . Any use after April 27, 1978 by
16 Marvel or under its authority of any of
17 said rights without my written consent
18 first had and obtained shall constitute
19 an intentional infringement of my rights
20 therein and thereto."
21

22 30. Mr. Galton himself, president of Marvel Comics,
23 attempted to terminate the March 18, 1977 newspaper syndication
24 agreement on March 27, 1978, and before I terminated. Defendant
25 Stan Lee also had attempted to terminate that agreement by tele-
26 phone on an earlier date.

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1 31. Shortly after the termination of the newspaper
2 syndication agreement, Marvel Comics discontinued marketing
3 Howard and the Howard stories in syndicated newspaper strips.
4 Marvel Comics did not attempt, to my knowledge, to license or
5 sell or utilize Howard and the Howard stories in any other way
6 under that agreement. Marvel Comics did not respond to my letter
7 of April 5 (Exh. "H" to Mr. Engel's declaration).
8

9 F. The Other Supposed Agreements Attached to the
10 Moving Papers are Irrelevant and Taken Out of Context.
11

12 32. The other two agreements attached by Mr. Engel to
13 his declaration, as Exhibits "E" and "F", could not have anything
14 whatsoever to do with any supposed transfer of rights to Howard
15 or to the Howard stories. The agreements relate to entirely
16 different matters.
17

18 33. The October 7, 1977, agreement, (Exh. "E") could
19 be interpreted as an employment agreement. That agreement,
20 however, was executed over two years after I expanded and
21 created Howard and wrote the initial Howard stories. That agree-
22 ment, however, pertained only to whatever new creations which I
23 would write during the term. The agreement did not relate to
24 characters and stories which I had already created prior to the
25 effective date (October 7, 1977).
26

27 34. The initial term of that agreement, as set forth
28 in paragraph 2 thereof, was for one year "commencing November 1,

1 1977 and ending October 31, 1978." Marvel Comics moreover admits,
2 as reflected in Exhibit "I" to Mr. Engel's declaration, that it
3 unilaterally terminated the agreement before expiration on May 2,
4 1978.

5
6 35. The selected quotations from that agreement,
7 recited in paragraph 8 of Mr. Engel's declaration (pp. 23-25),
8 refer exclusively to any new characters or series which I would
9 write or create during my employment period and not to Howard or
10 the Howard stories, with the exception of paragraph 4(c) which
11 Mr. Engel only quotes in part.

12
13 36. Paragraph 4(c) thereof does not purport to convey
14 or confer any rights to Howard or the Howard stories. To the
15 contrary, it is clear that paragraph 4(c) merely gave me the
16 choice as to whether I would continue to write or edit stories
17 featuring Howard and required that I be consulted in the choice
18 of other writers or editors in the event that I did not wish to
19 continue.

20
21 37. The segment of paragraph 4(c) which refers to the
22 licensing of Howard for "film, television or motion picture
23 adaptation," quoted in part by Mr. Engel, is merely an exception
24 to my exclusive employment with Marvel Comics. That segment, the
25 interlineations to which are in my own hand, simply allowed me to
26 work directly for and accept payment from a producer of a pro-
27 duction based on Howard in a visual medium; and requires Marvel
28 Comics to recommend that such a producer employ me regardless

1 of my then exclusive employment relationship with Marvel Comics
2 described in paragraph 4(a) and (d).

3
4 37.A. The intent and purport of that segment, expressed
5 by its own language, is that Marvel Comics desired to preserve
6 "the integrity of the licensed character" to protect against
7 damage of its limited license to publish Howard stories in comic
8 magazine form; and my desire to write and consult in connection
9 with any production based on Howard in a visual medium to protect
10 "the integrity of the" character Howard which I licensed on a
11 limited basis to Marvel Comics.

12
13 That segment is quoted hereafter in its entirety, with
14 the handwritten portion underlined:

15
16 "In the event of a license for a film,
17 television or motion picture adaptation
18 of HOWARD THE DUCK, Marvel agrees to
19 recommend to such producer that employee
20 and employee only be used by such
21 producer as script and/or story con-
22 sultant to preserve the integrity of
23 the licensed character. Employee may
24 accept payment for such services from
25 producer."

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1 38. The express terms of that agreement, itself,
2 confirm that it could in no way constitute a grant or conveyance
3 of any rights to Howard or the Howard stories, created and
4 written by me over two years earlier. Paragraph 17 of the
5 employment agreement expressly states that it does not "alters
6 [sic.] supercedes [sic.], or nullifies [sic.] any . . . previous
7 agreement between Marvel" and me.

8
9 39. The purported Howard button "licensing" agreement
10 between me and Marvel Comics of March 12 of 1976, attached as
11 Exhibit "F" to Mr. Engel's declaration, is irrelevant and was not
12 a grant by me to Marvel Comics of any right to Howard or the
13 Howard stories. The transaction had nothing to do with that.

14
15 40. Admissible evidence will show that the purported
16 licensing agreement was executed in connection with mail order
17 sales by me of "Howard the Duck for President" buttons with the
18 endorsement and promotion of Marvel Comics. I desired to sell
19 buttons depicting Howard as a candidate for president and to use
20 the name of Marvel Comics as an endorsement of the button. I
21 also wanted to use the button design as a thematic and artistic
22 element of other Howard stories. I felt that lending Marvel
23 Comics' name to the button, using the button design as an element
24 of comic book stories, and obtaining free national advertising
25 from Marvel Comics in its comic magazines would enhance sales of

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1 the button. I therefore went and approached Marvel Comics. I
2 was informed that I would have to sign an agreement and pay
3 Marvel Comics a modest royalty (5% of gross sales) for use of its
4 name in connection with the button, for advertising and promotion
5 of the button in its comic magazines, and for permission to make
6 artistic use of the button design as a literary and thematic
7 element in other Howard stories. I was told also by Marvel
8 Comics, in connection with that transaction, that the agreement
9 and use of Marvel Comics' name on the button would avoid legal
10 problems with the copyright and would ensure continued protection
11 of my character under the copyright. The agreement, for the most
12 part, was represented by Marvel Comics also as legal protection
13 for me and my character.

14
15 41. In connection with that transaction, I was per-
16 mitted to use the button design as an artistic and literary
17 element on the interior front and back covers and the exterior
18 back cover of the "Marvel Treasury Edition Featuring Howard the
19 Duck" comic magazine, dated 1976.

20
21 42. I was not asked nor did I agree to transfer any
22 rights to Howard or the Howard stories to Marvel Comics in
23 connection with that transaction. Nowhere is this subject
24 mentioned in the documents attached to Mr. Engel's declaration.
25 I also refused to pay any advance monies to Marvel Comics in

26 ///

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1 connection with that transaction. I also refused to pay any of
2 the standard advance monies to Marvel Comics, as advance against
3 royalty or as a minimum royalty or otherwise, which is demon-
4 strated by the deletion of the boilerplate form paragraph 2(b) of
5 Exhibit "F" to Mr. Engel's declaration.

6
7 43. I merely agreed to pay a modest royalty (5% of
8 gross sales) to Marvel Comics, and agreed to the royalty for the
9 aforementioned substantive promotional benefits and to ensure
10 continued copyright protection for Howard and my Howard stories.
11 I was not financially able to obtain legal counsel at that time
12 and was motivated to pay a small royalty partially out of concern
13 over Marvel Comics starting a dispute over use of its corporate
14 name in connection with the button.

15
16 44. The one agreement which Marvel Comics prepared
17 which might constitute an attempt to try and convince me to
18 transfer other rights to Howard and the Howard stories, I never
19 signed. Attached hereto and made a part hereof as Exhibit "3" is
20 a copy of that proposed agreement.

21
22 G. Defendants Have Already Infringed My Copyright.
23

24 45. Mr. Engel states in paragraph five of his declara-
25 tion that Howard and certain of the Howard stories appeared in
26 other comic magazines published by Marvel Comics and attaches

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1 representative copyright certificates as Exhibit "B". I am aware
2 that Howard and the Howard stories did appear in comic magazines
3 published by Marvel Comics but I am not aware of any use or
4 publication of Howard and the Howard stories by Marvel Comics
5 (except for those unlawful uses which are the basis for my claim
6 against Marvel Comics and the other Defendants for copyright
7 infringement), which violate the limited license granted to
8 Marvel Comics to publish Howard and my Howard stories in comic
9 magazine form. If Marvel Comics published Howard and the Howard
10 stories unlawfully and in violation of its limited license, it
11 was done without my knowledge or consent. I have never seen or
12 heard of the copyright certificates attached as Exhibit "B". I
13 do not know what "special publications" Mr. Engel is referring
14 to in paragraph 5.

15
16 46. When I first learned that Marvel Comics may be
17 attempting to license or sell Howard and the Howard stories
18 without my consent, for productions based on Howard and the
19 Howard stories in visual and aural media, I contacted and told
20 Marvel Comics it had no right to do so. I attempted in good
21 faith to open negotiations with Marvel Comics to try and license

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1 to it my rights to Howard and the Howard stories. Marvel Comics
2 flatly refused to negotiate or agree to anything. As a result I
3 then engaged my attorneys, who wrote a cease and desist letter on
4 June 30, 1980, which is attached as Exhibit "J" to Mr. Engel's
5 declaration.

6
7 47. I have since learned that Marvel Comics has
8 already infringed my equitable copyright in and to the character
9 Howard and the Howard stories and has violated the terms of its
10 limited license to publish Howard and the Howard stories in comic
11 magazine form. Attached hereto, as Exhibit "4", is a tape
12 recording which I obtained of excerpts of radio programs based on
13 Howard and the Howard stories produced by Defendants Selluloid
14 Productions, Inc., and its principals.

15
16 48. I have also learned that Defendant Marvel Pro-
17 ductions, Inc., has already had written materials and artistic
18 drawings prepared by various artists for the purpose of unlaw-

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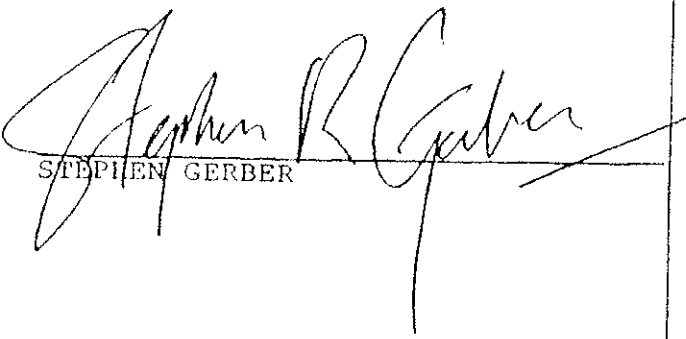
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1 fully producing and selling an animated television episodic
2 series based on Howard in outright violation of my equitable
3 copyright. The latter is the subject of deposition testimony
4 given in this action by writer Gary Greenfield and of various
5 written materials, which are referred to in the Declaration of
6 Henry W. Holmes, Jr., filed together with my Declaration in
7 opposition to the pending motion.
8

9 49. I look to this Court for relief.
10

11 I DECLARE UNDER PENALTY OF PERJURY THAT THE
12 FOREGOING IS TRUE AND CORRECT AND THAT
13 THIS DECLARATION WAS EXECUTED AT LOS ANGELES,
14 CALIFORNIA, ON DECEMBER 24, 1980.
15

16 
17
18 STEPHEN GERBER
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MARVEL COMICS GROUP

James Shooter
Editor-in-Chief

May 10, 1978

Dear Employees,

Recently the copyright laws were changed to provide more protection for artists and writers who are the sole creators of a work. The new law makes a very clear distinction between artists who create and produce a piece of art or writing on their own, and those who do work under supervision, as part of a collective work or series, or as one of many contributors to a work. Creative people who fall in the latter category are considered employees-for-hire. All creative people at Marvel are employed on that basis.

In order to insure our continued ownership of the material we produce and publish, and to clearly define our position under the new law, we have drawn up a work-order agreement (enclosed).

Please write in the date, your name and address at the top in the appropriate blanks, sign at the bottom under "supplier", and return as soon as possible.

This agreement does not change any of Marvel's policies toward freelance creative people. It is only intended to restate the relationship that has always existed between Marvel and its freelance creative staff. Our policies of returning artwork, paying reprint money, and providing insurance are exactly the same as before.

Please feel free to consult a lawyer, and/or call me to discuss this.

Sincerely,



Jim Shooter

EXHIBIT 3

AGREEMENT made this _____ day of _____, 19____, by
and between
residing at _____
(herein "Supplier") and the Marvel Comics Group, a division of Cadence
Industries Corporation, 575 Madison Avenue, New York, New York 10022
(herein "Marvel").

MARVEL is in the business of publishing comic and other
magazines known as the Marvel Comics Group, and SUPPLIER wishes to
have MARVEL order or commission either written material or art work
as a contribution to the collective work known as the Marvel Comics
Group. MARVEL has informed SUPPLIER that MARVEL only orders or
commissions such written material or art work on an employee-for-hire
basis.

THEREFORE, the parties agree as follows:

In consideration of MARVEL's commissioning and ordering
from SUPPLIER written material or art work and paying therefor,
SUPPLIER acknowledges, agrees and confirms that any and all work,
writing, art work material or services (the "Work") which have been
or are in the future created, prepared or performed by SUPPLIER
for the Marvel Comics Group have been and will be specially ordered
or commissioned for use as a contribution to a collective work and
that as such Work was and is expressly agreed to be considered a
work made for hire.

SUPPLIER expressly grants to MARVEL forever all rights
of any kind and nature in and to the Work, the right to use SUP-
PLIER's name in connection therewith and agrees that MARVEL is
the sole and exclusive copyright proprietor thereof having all rights
of ownership therein. SUPPLIER agrees not to contest MARVEL's ex-
clusive, complete and unrestricted ownership in and to the Work.

This Agreement shall be binding upon and inure to the ben-
fit of the parties hereto and their respective heirs, successors,
administrators and assigns.

IN WITNESS WHEREOF, the parties hereto have executed
this Agreement as of the date first above written.

SUPPLIER

MARVEL COMICS GROUP, a division
of Cadence Industries Corporation

by _____

by _____