

SHAREHOLDERS' AGREEMENT

THIS AGREEMENT is made as of the 16th day of December, 2010 by and between Robert D. Wachs residing at 418 E. 59th St. (Apt. 16B), New York, NY 10022, and Richard Tienken care of 1568 Second Avenue, New York, NY 10028, the ("Shareholders"), and Comic Strip Promotions, Inc., a New York corporation having its principal place of business located at 1568 Second Avenue, New York, NY 10028 (the "Corporation").

WHEREAS, the Shareholders each own 100 shares of Common Stock of the Corporation, which represents all of the issued and outstanding shares of Common Stock of the Corporation; and

WHEREAS, the Shareholders have agreed to certain restrictions concerning the transfer of stock by and of the Shareholders and for the disposition of all of a Shareholder's stock in the event of a Shareholder's death;

NOW, THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the parties hereto agree as follows:

1. The board of directors of the Corporation shall consist of two members. The Shareholders shall (1) vote their shares for the election of each other as members of the Board of Directors at any election of directors, and (2) shall vote to elect Richard Tienken as president/treasurer and Robert D. Wachs as vice president/secretary of the Corporation at any election of officers.
2. Neither Shareholder shall sell, pledge or encumber any of their shares of stock in the Corporation without the written agreement of the other Shareholder, except that (1) a Shareholder may sell or assign his shares to his spouse or child, and (2) in the

event a Shareholder ("the selling Shareholder") receives a bona fide offer in writing to purchase his shares from someone other than a spouse or child, the non-selling Shareholder shall have the right to purchase the selling Shareholder's shares upon the same terms as are contained in the aforesaid written offer. The non-selling Shareholder must then elect to exercise his option to purchase the selling Shareholder's shares within thirty (30) days. If the non-selling Shareholder fails to exercise the aforesaid option to purchase, then the selling Shareholder may sell his shares, but only upon the terms contained in and to the purchaser identified in the aforesaid written offer.

3. Upon the death of either Shareholder, the deceased Shareholder's shares shall pass to the deceased Shareholder's spouse and/or children. In the event that a deceased Shareholder's shares are to pass to someone other than a spouse or child because of a provision contained in the decedent's last will and testament, other testamentary instrument, or by operation of law, then the deceased Shareholder's shares shall be redeemed by the Corporation at their book value as of the date of death as determined by the Corporation's accountant.

4. The insurance policy insuring the life of Robert D. Wachs shall be assigned to Robert D. Wachs, who shall have the power to designate a beneficiary or beneficiaries thereunder.

5. The insurance policy insuring the life of Richard Tienken shall be assigned to Richard Tienken, who shall have the power to designate a beneficiary or beneficiaries thereunder.

6. This Agreement is made in and shall be construed in accordance with the laws of the State of New York applicable to agreements made and wholly performed in

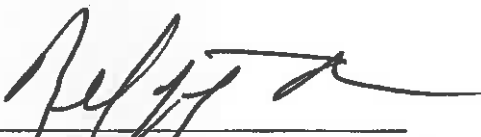
New York. The parties hereto agree that any dispute hereunder, and any dispute between the Shareholders concerning the affairs of the Corporation or the parties' relationship as co-shareholders, shall be resolved by arbitration before the American Arbitration Association in New York County.

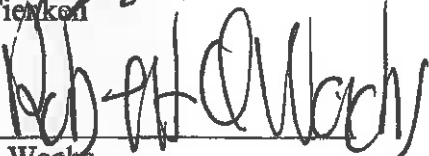
7. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement.

8. This Agreement contains the entire Agreement of the parties and no modification, amendment or waiver of any provisions hereof shall be valid unless it shall be in writing and signed by all of the parties hereto.

9. This Agreement shall be binding upon and shall operate for the benefit of the parties hereto and their respective heirs, legal representatives, successors or assigns, and shall be binding upon any person to whom any of the shares of Common Stock of any Shareholder is transferred.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

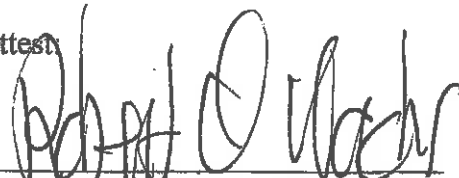

Richard Tienken


Robert D. Wachs

COMIC STRIP PROMOTIONS, INC.

By: 
Richard Tienken, President

Attest


Robert D. Wachs, Secretary