

MAD  
6-2-98

06-04-1998

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

TRA



100728218

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Golden Books Publishing Company, Inc.

- Individual(s)
- General Partnership
- Corporation-State (Delaware)
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 2, 1998

2. Name and address of receiving party(ies):

Name: Marine Midland Bank, as Trustee

Internal Address: 12th Floor

Street Address: 140 Broadway

City: New York State: NY ZIP: 10005-1180

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See Schedule 1 attached hereto.

B. Trademark registration No.(s)

See Schedule 1 attached hereto.

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: MAUREEN P. MURPHY

Internal Address:

CAHILL GORDON & REINOLD

Street Address: 80 PINE STREET

City: NEW YORK State: NY ZIP: 10005

6. Total number of applications and registrations involved:

102

7. Total fee (37 CFR 3.41):

\$ 2,565.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Maureen P. Murphy Maureen P. Murphy June 2, 1998  
Name of Person Signing Signature Date

06/03/1998 SSNITH 00000035 75167392

Total number of pages comprising cover sheet:

01 FCS401 40.00 OP  
02 FCS402 No. 0651-0011 (exp. 4/94) 2525.00 OP

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REEL: 1734 FRAME: 0666

**TRADEMARK SECURITY INTEREST AGREEMENT**  
**SCHEDULE 1**

1. All of the Company's right, title and interest, in whole or in part, throughout the world, to the properties and the proprietary rights in and to the properties, listed in the table below; any applications, registrations, renewals or extensions thereof; all other trademarks related to the properties, whether registered or unregistered; now or hereinafter acquired; and all agreements and contracts, throughout the world, now or hereinafter acquired, with any other Person, in connection with or referring to, in whole or in part, any of the properties listed in the table below:

<b>TRADEMARK</b>	<b>REGISTRATION / APPLICATION NO.</b>
DESIGN (Underdog)	Application No. 75/167,392
DESIGN (Underdog)	Application No. 75/167,388
DESIGN (Underdog)	Application No. 75/167,387
DESIGN (Underdog)	Application No. 75/167,386
UNDERDOG	Registration No. 2,145,933
UNDERDOG	Application No. 75/167,390
UNDERDOG	Application No. 75/167,385
UNDERDOG	Application No. 75/167,383

2. All of the Company's right, title and interest, in whole or in part, throughout the world, to the properties and the proprietary rights in and to the Lone Ranger properties, listed in the schedules attached hereto; any applications, registrations, renewals or extensions thereof; all other trademarks related to the properties, whether registered or unregistered; now or hereinafter acquired; and all agreements and contracts, throughout the world, now or hereinafter acquired, with any other Person, in connection with or referring to, in whole or in part, any of the aforementioned properties.

LONE RANGER Trademarks

Country	Mark	Reg. No/(Appl. No.)	Reg. Date/(Filing Date)	Class
USA	LONE RANGER	850,146	6/4/68	28
	LONE RANGER	2,116,491	11/25/97	25
	THE LONE RANGER	1,314,682	1/15/85	21
	THE LONE RANGER	770,539	5/26/64	41
	THE LONE RANGER	365,670	3/14/39	16
	LONE RANGER	(74/370,704)	(3/22/93)	9
	LONE RANGER	(74/366,207)	(3/9/93)	16
	LONE RANGER	(74/390,778)	(5/17/93)	28
	LONE RANGER	(75/131,669)	(7/9/96)	3
	SILVER	1,802,750	11/2/93	21
	Lone Ranger Theme Music	(74/639,801)	(2/22/95)	41
	Lone Ranger Theme Music	(74/639,802)	(2/22/95)	9
	Australia	LONE RANGER	A337415	1/14/58
LONE RANGER		A337416	9/4/79	28
LONE RANGER & Design		A135276	1/14/58	16
LONE RANGER & Design		A135277	1/14/79	29
LONE RANGER & Design		A267698	1/14/58	30
LONE RANGER & Design		A267699	1/14/58	31
LONE RANGER & Design		A267700	1/14/58	32
Austria	LONE RANGER	135808	5/15/91	9, 16, 25, 28, 30
Benelux	LONE RANGER	302514	2/2/71	9, 16, 25, 28
Canada	LONE RANGER	164396	8/1/69	
	LONE RANGER	262736	10/2/81	
	LONE RANGER	320299	11/7/86	
	THE LONE RANGER	306644	9/6/85	
	HI-YO-SILVER	320949	11/21/86	
	TONTO	320950	11/21/86	
Denmark	LONE RANGER	271/1983	1/28/83	9, 16, 25, 28
Finland	LONE RANGER	81353	4/20/82	9, 16
France	THE LONE RANGER	1511443	1/27/89	9, 16, 25, 28, 41
UK	LONE RANGER	1120271	9/7/86	14
	LONE RANGER	769768	10/3/78	16
	LONE RANGER	769769	10/3/78	30
	LONE RANGER	683037	10/10/49	28
	LONE RANGER	1147875	1/30/81	14
	LONE RANGER	2043434	11/3/95	9
	LONE RANGER	(2017896)	(4/19/95)	25
	HI-YO SILVER	1304179	8/28/90	9
	TONTO	1318390	8/10/87	9
	Germany	LONE RANGER	871678	1/23/88
Greece	LONE RANGER	53414	9/8/81	28
Hong Kong	LONE RANGER	943/1980	9/7/79	28
	LONE RANGER	944/1980	9/7/79	30
	THE LONE RANGER	946/1980	9/7/79	16
	THE LONE RANGER	945/1980	9/7/79	9
	TONTO	2575/1988	3/27/87	9
India	LONE RANGER	353470	9/13/79	28

LONE RANGER Trademarks

Country	Mark	Reg. No/(Appl. No.)	Reg. Date/(Filing Date)	Class
	THE LONE RANGER	353471	9/13/79	9
	THE LONE RANGER	353472	9/13/79	16
Ireland	LONE RANGER	96793	9/6/79	28
	THE LONE RANGER	96792	9/6/79	16
	THE LONE RANGER	96791	9/6/79	9
Israel	LONE RANGER	48595	9/10/79	14
	LONE RANGER	48598	9/10/79	28
	LONE RANGER	48597	9/10/79	25
	THE LONE RANGER	48596	9/10/79	16
	THE LONE RANGER	48594	9/10/79	9
Italy	LONE RANGER	268078	2/28/73	9, 16, 25, 28
	LONE RANGER	378918	11/15/85	14, 30
Jamaica	LONE RANGER	21137	9/26/79	28
	THE LONE RANGER	21307	9/26/79	9
	THE LONE RANGER	20008	9/26/79	16
Japan	LONE RANGER	2284319	11/30/90	9
	LONE RANGER	2243395	7/30/90	28
	LONE RANGER	(4141/94)	(1/18/94)	16
	HI-YO-SILVER	2243613	7/30/90	9
	TONTO	2243612	7/30/90	9
Korea	HI-YO-SILVER	157739	8/2/88	9
	TONTO	157719	8/1/88	9
Macao	THE LONE RANGER	5469	9/2/96	9
New Zealand	LONE RANGER	129398	9/3/79	30
	LONE RANGER	129394	9/3/79	14
	LONE RANGER	129397	9/3/79	28
	LONE RANGER	129396	9/3/79	25
	THE LONE RANGER	129393	9/3/79	9
	THE LONE RANGER	129395	9/3/79	16
Norway	LONE RANGER	112827	1/13/83	9, 16, 25, 28
Peru	THE LONE RANGER	99073	8/26/92	9
Portugal	LONE RANGER	279636J	10/20/93	28
	THE LONE RANGER	203713G	12/12/94	9
	THE LONE RANGER	279635	10/20/93	16
Singapore	LONE RANGER	81975	9/5/79	28
	THE LONE RANGER	81973	9/5/79	9
	THE LONE RANGER	81974	9/5/79	16
Spain	EL LLANERO SOLITARIO	989487	11/20/82	28
	LONE RANGER	917501	7/5/80	25
	THE LONE RANGER	917414	7/5/80	16
Sweden	LONE RANGER	177610	7/31/81	9, 16, 25, 28
	LONE RANGER	159683	6/3/77	28
Switzerland	LONE RANGER	306628	9/5/79	9, 16, 28
Venezuela	LONE RANGER	101990-f	4/15/83	28
	LONE RANGER	102211	5/27/83	16
	LONE RANGER	102794	9/1/83	25
CTM	THE LONE RANGER	(171850)	(4/1/96)	9, 16, 25, 28

**TRADEMARK SECURITY INTEREST AGREEMENT**

TRADEMARK SECURITY INTEREST AGREEMENT, dated as of June  
2, 1998 (the "Agreement"), made by GOLDEN BOOKS PUBLISHING COMPANY, INC., a Delaware corporation (the "Company"), in favor of MARINE MIDLAND BANK, a New York banking and trust company, as Trustee under the Indenture referred to below (in such capacity, the "Collateral Agent").

**W I T N E S S E T H:**

WHEREAS, pursuant to Section 8.2 of the Indenture dated as of September 15, 1992, by and between the Company and the Collateral Agent (in its capacity as Trustee thereunder) (as amended, supplemented or otherwise modified from time to time, including, without limitation, pursuant to the Second Supplement (as defined below) the "Indenture"), a supplemental indenture may be entered into by the Company and the Collateral Agent, as Trustee, with the consent of the Holders of a majority in aggregate principal amount of the Notes at the time Outstanding; and

WHEREAS, simultaneously with the execution of this Agreement, the Company and the Collateral Agent will execute and deliver the Second Supplemental Indenture, dated as of June 2, 1998 (as amended, supplemented or otherwise modified from time to time, the "Second Supplement"), in order to, among other things, secure the Notes with a lien on and security interest in certain Collateral, revise certain covenants, provide for a Parent Guarantor and make certain other changes to the Indenture subject to the conditions set forth in the Second Supplement; and

WHEREAS, the Company is the owner of the entire right, title and interest in, to and under the trademarks and all United States, state and foreign registrations therefor listed on Schedule 1 hereto; and

WHEREAS, the Company has executed and delivered a Security Agreement, dated as of the date hereof, in favor of the Collateral Agent, for the benefit of itself and the Holders (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Company has conveyed a security interest in, among other things, all right, title and interest of the Company in, to and under all of the Company's Copyrights, Copyright Licenses, Trademarks, and Trademark Licenses, whether presently existing or hereafter arising or acquired;

NOW, THEREFORE, in consideration of the premises and to induce the Company and the Collateral Agent to enter into the Second Supplement, the Company hereby agrees with the Collateral Agent, for the benefit of the Holders, as follows:

1. Defined Terms.

(a) Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

(b) Other Definitional Provisions. (i) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, the Company hereby grants to the Collateral Agent, for the benefit of itself and the Holders, a security interest in the Trademarks and Trademark Licenses, and all proprietary rights in and to all products and all proceeds related thereto, now owned or existing or at any time hereafter acquired by the Company or in which the Company now has or any time in the future may acquire any right, title or interest, including, without limitation, each registration, application, and proprietary right listed in Schedule 1 attached hereto and made a part hereof (referred to collectively as the “Trademark and Trademark Licenses Collateral”).

3. Security Agreement. This Agreement has been executed and delivered by the Company for the purpose of recording the security interest of the Collateral Agent in the Trademark and Trademark Licenses Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent, for the benefit of itself and the Holders, under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and the Holders thereunder) shall remain in full force and effect in accordance with its terms. Except as set forth in the Security Agreement and this Agreement, until the occurrence of an Event of Default and an acceleration of the Obligations under the Indenture, the Collateral Agent shall have no rights under the Trademark and Trademark Licenses Collateral.

4. Assignments of Trademarks and Goodwill. In addition to all other rights granted to the Collateral Agent under the Indenture, the Security Agreement and this Agreement, effective only upon an Event of Default and an acceleration of the Obligations under the Indenture, the Company hereby sells, assigns, transfers and sets over to the Collateral Agent, for collateral purposes only, the Company's entire right, title and interest in and to all Trademarks and the goodwill of Company's business connected with and symbolized by the Trademarks.

5. Assignments of Trademark Licenses. In addition to all other rights granted to the Collateral Agent under the Indenture, the Security Agreement and this Agreement, effective only upon an Event of Default and an acceleration of the Obligations under the Indenture, the Company hereby sells, assigns, transfers and sets over to the Collateral Agent for collateral purposes only, any and all assignable rights of the Company under any of the Trademark



Licenses.

6. Release of Collateral and Termination. This Agreement and all obligations of the Company and the Collateral Agent hereunder shall terminate on the date upon which the Obligations have been paid and satisfied in full without delivery of any instrument or performance of any act by any party. Upon termination of this Agreement, the Collateral Agent shall, at the sole expense of the Company, take such actions as reasonably may be necessary to release its security interest in the Trademark and Trademark Licenses Collateral.

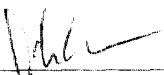
7. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark and Trademark Licenses Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

8. Binding Effect; Benefits. This Agreement shall be binding upon the Company and its respective successors and assigns, and shall inure to the benefit of the Collateral Agent and its successors and assigns.

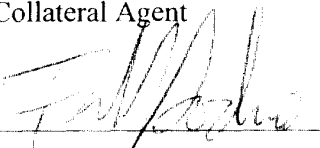
9. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAWS).

IN WITNESS WHEREOF, the parties have caused this Trademark Security Interest Agreement to be executed by its duly authorized representatives as of the date first above written.

GOLDEN BOOKS PUBLISHING COMPANY, INC.,  
as the Company

By:   
Name: John C. Ferrara  
Title: Chief Financial Officer

MARINE MIDLAND BANK,  
as the Collateral Agent

By:   
Name: FRANK J. GODINO  
Title: Vice President

**TRADEMARK SECURITY INTEREST AGREEMENT**  
**SCHEDULE 1**

1. All of the Company's right, title and interest, in whole or in part, throughout the world, to the properties and the proprietary rights in and to the properties, listed in the table below; any applications, registrations, renewals or extensions thereof; all other trademarks related to the properties, whether registered or unregistered; now or hereinafter acquired; and all agreements and contracts, throughout the world, now or hereinafter acquired, with any other Person, in connection with or referring to, in whole or in part, any of the properties listed in the table below:

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DESIGN (Underdog)	Application No. 75/167,386
UNDERDOG	Registration No. 2,145,933
UNDERDOG	Application No. 75/167,390
UNDERDOG	Application No. 75/167,385
UNDERDOG	Application No. 75/167,383

2. All of the Company's right, title and interest, in whole or in part, throughout the world, to the properties and the proprietary rights in and to the Lone Ranger properties, listed in the schedules attached hereto; any applications, registrations, renewals or extensions thereof; all other trademarks related to the properties, whether registered or unregistered; now or hereinafter acquired; and all agreements and contracts, throughout the world, now or hereinafter acquired, with any other Person, in connection with or referring to, in whole or in part, any of the aforementioned properties.

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Canada	LONE RANGER	164396	8/1/69	
	LONE RANGER	262736	10/2/81	
	LONE RANGER	320299	11/7/86	
	THE LONE RANGER	306644	9/6/85	
	HI-YO-SILVER	320949	11/21/86	
	TONTO	320950	11/21/86	
Denmark	LONE RANGER	271/1983	1/28/83	9, 16, 25, 28
Finland	LONE RANGER	81353	4/20/82	9, 16
France	THE LONE RANGER	1511443	1/27/89	9, 16, 25, 28, 41
UK	LONE RANGER	1120271	9/7/86	14
	LONE RANGER	769768	10/3/78	16
	LONE RANGER	769769	10/3/78	30
	LONE RANGER	683037	10/10/49	28
	LONE RANGER	1147875	1/30/81	14
	LONE RANGER	2043434	11/3/95	9
	LONE RANGER	(2017896)	(4/19/95)	25
	HI-YO SILVER	1304179	8/28/90	9
	TONTO	1318390	8/10/87	9
	Germany	LONE RANGER	871678	1/23/88
Greece	LONE RANGER	53414	9/8/81	28
Hong Kong	LONE RANGER	943/1980	9/7/79	28
	LONE RANGER	944/1980	9/7/79	30
	THE LONE RANGER	946/1980	9/7/79	16
	THE LONE RANGER	945/1980	9/7/79	9
	TONTO	2575/1988	3/27/87	9
India	LONE RANGER	353470	9/13/79	28

LONE RANGER Trademarks

Country	Mark	Reg. No/(Appl. No.)	Reg. Date/(Filing Date)	Class
	THE LONE RANGER	353471	9/13/79	9
	THE LONE RANGER	353472	9/13/79	16
Ireland	LONE RANGER	96793	9/6/79	28
	THE LONE RANGER	96792	9/6/79	16
	THE LONE RANGER	96791	9/6/79	9
Israel	LONE RANGER	48595	9/10/79	14
	LONE RANGER	48598	9/10/79	28
	LONE RANGER	48597	9/10/79	25
	THE LONE RANGER	48596	9/10/79	16
	THE LONE RANGER	48594	9/10/79	9
Italy	LONE RANGER	268078	2/28/73	9, 16, 25, 28
	LONE RANGER	378918	11/15/85	14, 30
Jamaica	LONE RANGER	21137	9/26/79	28
	THE LONE RANGER	21307	9/26/79	9
	THE LONE RANGER	20008	9/26/79	16
Japan	LONE RANGER	2284319	11/30/90	9
	LONE RANGER	2243395	7/30/90	28
	LONE RANGER	(4141/94)	(1/18/94)	16
	HI-YO-SILVER	2243613	7/30/90	9
	TONTO	2243612	7/30/90	9
Korea	HI-YO-SILVER	157739	8/2/88	9
	TONTO	157719	8/1/88	9
Macao	THE LONE RANGER	5469	9/2/96	9
New Zealand	LONE RANGER	129398	9/3/79	30
	LONE RANGER	129394	9/3/79	14
	LONE RANGER	129397	9/3/79	28
	LONE RANGER	129396	9/3/79	25
	THE LONE RANGER	129393	9/3/79	9
	THE LONE RANGER	129395	9/3/79	16
Norway	LONE RANGER	112827	1/13/83	9, 16, 25, 28
Peru	THE LONE RANGER	99073	8/26/92	9
Portugal	LONE RANGER	279636J	10/20/93	28
	THE LONE RANGER	203713G	12/12/94	9
	THE LONE RANGER	279635	10/20/93	16
Singapore	LONE RANGER	81975	9/5/79	28
	THE LONE RANGER	81973	9/5/79	9
	THE LONE RANGER	81974	9/5/79	16
Spain	EL LLANERO SOLITARIO	989487	11/20/82	28
	LONE RANGER	917501	7/5/80	25
	THE LONE RANGER	917414	7/5/80	16
Sweden	LONE RANGER	177610	7/31/81	9, 16, 25, 28
	LONE RANGER	159683	6/3/77	28
Switzerland	LONE RANGER	306628	9/5/79	9, 16, 28
Venezuela	LONE RANGER	101990-f	4/15/83	28
	LONE RANGER	102211	5/27/83	16
	LONE RANGER	102794	9/1/83	25
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