

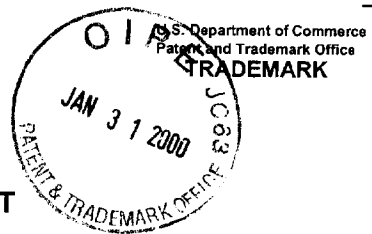
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FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

02-16-2000



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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Change of Name
- Other 75509567

Conveying Party

Mark if additional names of conveying parties attached

Name Shari Lewis Enterprises, Inc. Execution Date 01262000
Month Day Year

- Formerly _____
- Individual General Partnership Limited Partnership Corporation Association
 - Other _____
 - Citizenship/State of Incorporation/Organization California

Receiving Party

Mark if additional names of receiving parties attached

Name CIT Group/Business Credit, Inc., as Agent, The

DBA/AKA/TA _____

Composed of _____

Address (line 1) 1211 Avenue of the Americas

Address (line 2) _____

Address (line 3) New York New York 10036
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization New York

02/16/2000 DNGUYEN 00000081 75509567
Q1 FC:441 40.00 OP
Q2 FC:442 175.00 OP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002021 FRAME: 0714

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

Deposit Account Number: #
Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Karen L. Nielsen, Esq.

January 26, 2000

Name of Person Signing

Signature

Date Signed

ASSIGNMENT FOR SECURITY
(TRADEMARKS)

WHEREAS, **SHARI LEWIS ENTERPRISES, INC.** ("Assignor") has adopted, used and is using the trademarks listed on the annexed Schedules which are registered or for which applications for registration have been filed in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated, under a certain guaranty, to the CIT Group/ Business Credit, Inc., a New York corporation, as agent (referred to herein as the "Assignee") for the lenders (the "Lenders") named in the Revolving Credit and Term Loan Agreement, dated as of January 25, 2000, among Golden Books Publishing Company, Inc., Foothill Capital Corporation as co-agent and as documentation agent, the Lenders, and the Assignee as agent (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement"), and Assignor has entered into a Security Agreement and Mortgage-Trademarks dated the date hereof (the "Security Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Security Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds and products thereof, including, without limitation, any and all causes of action which may exist by reason of infringement, counterfeiting or unfair competition thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 1211 Avenue of the Americas, New York, New York 10036.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 26th day of January, 2000.

SHARI LEWIS ENTERPRISES, INC.

By: Philip Galanes
Name: *Philip Galanes*
Title: *Secretary*

SCHEDULE 1-C-1

SHARI LEWIS TRADEMARK PROPERTIES
Registered and Pending Trademarks and Service Marks
(U.S. Patent and Trademark Office)
Registrant/Applicant: Shari Lewis Enterprises, Inc.

Mark	Int'l Class	Serial No.	Filing Date	Reg. No.	Reg. Date
<i>REGISTRATIONS</i>					
LAMB CHOP	41	730,533	5/24/88	1,526,174	2/21/89
THE CHARLIE HORSE MUSIC PIZZA	41	75/509,572	6/26/98	2,253,736	6/15/99
<i>APPLICATIONS</i>					
THE CHARLIE HORSE MUSIC PIZZA	41	75/509,571	6/26/98		
THE CHARLIE HORSE MUSIC PIZZA	28	75/509,567	6/26/98		
THE CHARLIE HORSE MUSIC PIZZA	16	75/509,570	6/26/98		
THE CHARLIE HORSE MUSIC PIZZA	15	75/509,568	6/26/98		
THE CHARLIE HORSE MUSIC PIZZA	9	75/509,569	6/26/98		
THE CHARLIE HORSE MUSIC PIZZA	25	75/509,573	6/26/98		

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 26th day of January, 2000, before me personally appeared Philip Galanes, to me known, who, being by me duly sworn, did depose and say that s/he resides at 26 E 10th St, New York, N.Y. 10003 and that s/he is Secretary of SHARI LEWIS ENTERPRISES, INC., described in and which executed the foregoing instrument and that s/he signed her/his name thereto pursuant to such authority.

Arturo A. Molina
Notary Public

ARTURO A. MOLINA
Notary Public, State of New York
No. 01MO6026489
Qualified in Queens County
Commission Expires June 14, 2001