

12-12-2001

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

101913734

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 Family Entertainment, Inc.; Golden Books Publishing Company, Inc.; Golden Books Home Video, Inc.; LHM Acquisition Corp.; Shari Lewis Enterprises, Inc. & SE Productions, Inc.*

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other *12-3-01*

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

2. Name and address of receiving party(ies)
Name: *Classic Media, Inc.*

Internal Address: *2rd Floor*

Street Address: *435 Hudson St.*

City: *New York* State: *NY* Zip: *10014*

- 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

3. Nature of conveyance:

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

Execution Date: *8/27/01*

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

A. Trademark Application No.(s)
See attached list

B. Trademark Registration No.(s)
See attached list

Additional number(s) attached Yes No

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

Name: *Sonja Keith, Esq.*

Internal Address: *Classic Media, Inc.*

Street Address: *435 Hudson St.
2nd Floor*

City: *New York* State: *NY* Zip: *10014*

6. Total number of applications and registrations involved: 37

7. Total fee (37 CFR 3.41).....\$ *940.00*

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

502013

(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.

Sonja Keith

Name of Person Signing

(212) 847-9305

Sonja Keith

Signature

11/30/01

Date

Total number of pages including cover sheet, attachments, and document 12

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

12/12/2001 GT0N11 00000042 502013 74390911

01 FC:481
02 FC:482

40.00 CH
900.00 CH

TRADEMARK
REEL: 002406 FRAME: 0580

SCHEDULE A

"LASSIE" TRADEMARK PROPERTIES
Registered and Pending Trademarks and Service Marks
(U.S. Patent and Trademark Office)
Registrant/Applicant: Golden Books Publishing Company, Inc.

Mark	Int'l Class	Serial No.	Filing Date	Reg. No.	Reg. Date
REGISTRATIONS					
LASSIE	28	74/390,911	5/17/93	2,169,777	6/30/98
LASSIE	3, 5, 6, 18, 21	73/137,918	8/17/77	1,089,519	4/18/78
LASSIE	41	72/034,711	7/31/57	670,403	11/25/58
LASSIE	5	74/507,675	3/31/94	2,000,556	9/17/96
LASSIE	9	74/370,706	3/22/93	2,219,095	1/19/99
LASSIE	16	74/714,226	8/11/95	2,209,373	12/8/98

SCHEDULE A

LONE RANGER TRADEMARK PROPERTIES
Registrations and Pending Trademarks and Service Marks
(U.S. Patent and Trademark Office)
OWNER: GOLDEN BOOKS PUBLISHING COMPANY, INC.

Mark	Int'l Class	Serial No.	Filing Date	Reg. No.	Reg. Date
REGISTRATIONS					
LONE RANGER	28			850,146	6/4/68
LONE RANGER	25			2,116,491	11/25/97
THE LONE RANGER	21			1,314,682	1/15/85
THE LONE RANGER	41			770,539	5/26/64
LONE RANGER	9			2,173,208	7/14/98
LONE RANGER	16			2,169,772	6/30/98
LONE RANGER	28			2,139,305	2/24/98
Lone Ranger Theme Music	41			2,155,923	5/12/98
Lone Ranger Theme Music	9			2,155,924	5/12/98

SCHEDULE A

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
REGISTRATIONS					
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

SCHEDULE A**Trademark Schedules to Security Agreement and Mortgage
by Golden Books Publishing Company, Inc****UNDERDOG TRADEMARK PROPERTIES****Registered and Pending Trademarks****(U.S. Patent and Trademark Office)****Registrant/Applicant: Golden Books Publishing Company, Inc.**

Mark	Int'l Class	Serial No.	Filing Date	Reg. No.	Reg. Date
REGISTRATION					
UNDERDOG	41	75/182,377	10/16/96	2,145,933	3/24/1998
UNDERDOG DESIGN	16	75/167,386	9/17/96	2,388,046	9/19/2000
UNDERDOG	16	75/167,385	9/17/96	2,388,045	9/19/2000
UNDERDOG DESIGN	28	75/167,387	9/17/1996	2,385,865	9/12/2000
APPLICATIONS					
UNDERDOG	09	75/167,392	9/17/1996		
UNDERDOG	28	75/167,390	9/17/1996		
UNDERDOG	25	75/167,388	9/17/1996		

SCHEDULE A

MISCELLANEOUS TRADEMARK PROPERTIES
Registered and Pending Trademarks and Service Marks
(U.S. Patent and Trademark Office)

<u>Mark</u>	<u>IC</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
THE LITTLE LULU SHOW	41	75495008	June 2, 1998	2297686	Dec. 7, 1999
LITTLE LULU	16	72460870	June 20, 1973	0990189	Aug. 6, 1974
LITTLE LULU	28	72436008	Sept. 18, 1972	0962620	July 3, 1973
LITTLE LULU	16	72420496	April 5, 1972	0959441	May 22, 1973
LITTLE LULU	16	72419687	March 27, 1972	0958607	May 8, 1973
POWERS THAT BE	16	74640345	Feb. 22, 1995	2007137	Oct. 8, 1996
SHADOW STATE	16	74640350	Feb. 22, 1995	2065561	May 27, 1997

SCHEDULE A

MISCELLANEOUS TRADEMARK PROPERTIES
Registered and Pending Trademarks and Service Marks
(U.S. Patent and Trademark Office)
Registrant/Applicant: Golden Books Publishing Company, Inc.

Mark	Int'l Class	Serial No.	Filing Date	Reg. No.	Reg. Date
REGISTRATIONS					
BROADWAY COMICS	16	74/636,878	2/21/95	2,012,719	10/29/96
FATALE®	16	74/680,875	5/26/95	2,007,250	10/8/96
KNIGHTS ON BROADWAY	16	75/146,679	8/7/96	2,091,091	8/26/97
STAR SEED	16	75/142,699	7/31/96	2,073,947	6/24/97
VISAGE COMICS	16	75/024,920	2/8/96	2,124,250	12/23/97
VISAGE COMICS	41	75/054,919	2/7/96	2,157,295	5/12/98

**ASSIGNMENT OF MARKS, TRADEMARK APPLICATIONS
AND GOODWILL
(to Classic Media, Inc.)**

THIS ASSIGNMENT OF MARKS, TRADEMARK APPLICATIONS AND GOODWILL is made and entered into as of this 27th day of August, 2001 by and among (i) CLASSIC MEDIA, INC., a Delaware corporation (the "Assignee"), (ii) GOLDEN BOOKS FAMILY ENTERTAINMENT, INC., a Delaware corporation, debtor and debtor in possession under Case No. 01-1920 in the United States Bankruptcy Court for the District of Delaware (the "Seller"), and (iii) GOLDEN BOOKS PUBLISHING COMPANY, INC., a Delaware corporation, GOLDEN BOOKS HOME VIDEO, INC., a Delaware corporation, LRM ACQUISITION CORP., a Delaware corporation, SHARI LEWIS ENTERPRISES, INC., a California corporation, and SLE PRODUCTIONS, INC., a California corporation, each a debtor and debtor in possession under Case Nos. 01-1921 through 01-1925 (collectively, the "Domestic Subsidiaries" and, together with the Seller, the "Selling Parties"), with reference to the following:

W I T N E S S E T H:

WHEREAS, the Assignee, Random House, Inc., a New York corporation, and the Selling Parties are parties to an Asset Purchase Agreement dated as of July 31, 2001, as amended by Amendment No. 1 to Asset Purchase Agreement dated as of August 15, 2001 and by Amendment No. 2 to Asset Purchase Agreement dated as of August 27, 2001 ("Amendment No. 2") (as so amended, the "Purchase Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meaning assigned to them in the Purchase Agreement); and

WHEREAS, the Assignee and the Selling Parties now desire to carry out the intent and purpose of the Purchase Agreement by the execution and delivery to the Assignee of this instrument evidencing the sale, conveyance, assignment and transfer to the Assignee of all rights, title and interests of any of the Selling Parties in and to such of the Acquired Assets constituting (i) all Marks listed in Parts 3 through 9, inclusive, of Section 2.1(c) of the Disclosure Schedule, also attached as Schedule A hereto, and (ii) certain Marks listed on Parts 10 and 11 of such Section 2.1(c) of the Disclosure Schedule, as set forth in Section 7(2) and 7(3) of Amendment No. 2 and on Schedule A attached hereto (the "Classic Assigned Marks").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto enter into this agreement as follows:

1. Assignment of Rights. Each of the Selling Parties hereby assigns, transfers, conveys and delivers to the Assignee and the Assignee's successors and assigns, all of its respective right, title and interest throughout the world in, to and under the Classic Assigned Marks, including without limitation all goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registration thereof, all records and files relating to the Classic Assigned Marks and all foreign counterparts thereof, together with the right to sue and recover damages and bring

other actions for future or past infringements thereof and for other causes of action relating thereto and to fully and entirely stand in the place of the Selling Parties in all matters related thereto.

2. General Provisions.

(a) In the event that any provision of this Agreement shall be construed to conflict with a provision of the Purchase Agreement, the provision in the Purchase Agreement shall be deemed controlling.

(b) This Agreement shall be construed and enforced in accordance with the laws (other than the conflict of law rules) of the State of New York.

(c) This Agreement may not be supplemented, altered or modified in any manner except by a writing signed by both parties hereto.

(d) The failure of either party to enforce any terms or provisions of this Assignment will not waive any rights under such terms and provisions.

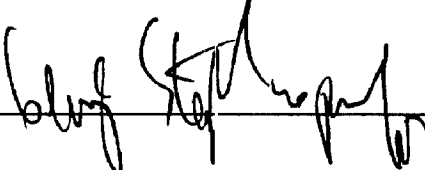
(e) This Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees and successors.

(f) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.


[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademarks to be executed as of the day and year first written above.

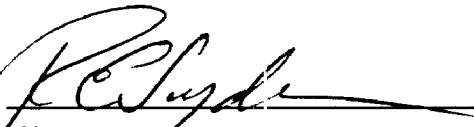
CLASSIC MEDIA, INC

By: 
Name: _____
Title: _____

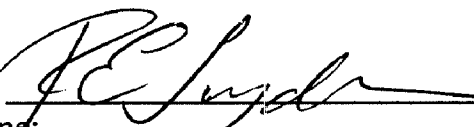
GOLDEN BOOKS FAMILY ENTERTAINMENT, INC.

By: 
Name: _____
Title: _____

GOLDEN BOOKS PUBLISHING COMPANY, INC.

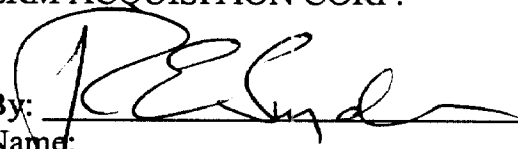
By: 
Name: _____
Title: _____

GOLDEN BOOKS HOME VIDEO, INC.

By: 
Name: _____
Title: _____

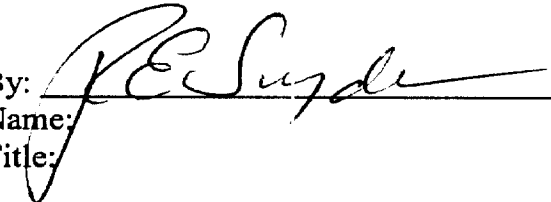
LRM ACQUISITION CORP.

By: _____
Name: _____
Title: _____



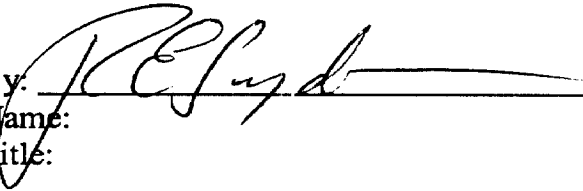
SHARI LEWIS ENTERPRISES, INC.

By: _____
Name: _____
Title: _____



SLE PRODUCTIONS, INC.

By: _____
Name: _____
Title: _____



**NEW YORK
NOTARY ACKNOWLEDGMENT**

STATE OF NEW YORK)
) SS:
 COUNTY OF NEW YORK)

On the 27th day of August, 2001, before me personally came RICHARD E. SNYDER, to me known, and who, being by me duly sworn, depose and say that he resides at 888 7th AVE. NY, NY, that (s)he is the CHIEF EXECUTIVE OFFICER of each of Golden Books Family Entertainment, Inc, Golden Books Publishing Company, Inc., Golden Books Home Video, Inc. LRM Acquisition Corp., Shari Lewis Enterprises, Inc. and SLE Production, Inc., that he signed his/her name thereto by order of the Board of Directors of each of the said corporations and he acknowledged to me that the said instrument was executed by each of the said corporations for the use and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 27th day of August, 2001

Wilbert Davis
 Notary Public

WILBERT DAVIS
 Notary Public, State of New York
 No. 010A6011688
 Qualified in Kings County
 Certificate Filed in New York County
 Commission Expires Aug. 10 2002