

MPO
10.29.01

RE

03-06-2002

Form PTO-159
(Rev. 03/01)
OMB No. 065-
Tab settings



FORM COVER SHEET
MARKS ONLY

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

To the H. 102003596

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 CIT GROUP/BUSINESS CREDIT, Inc. &
 HSBC BANK USA

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other *A 22 02*

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

2. Name and address of receiving party(ies)
 Name: Shari Lewis Enterprises, Inc.
 Internal Address: c/o Golden Books Publishing Company, Inc.
 Street Address: 888 Seventh Avenue
 City: New York State: NY Zip: 10106

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State California
 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 Release

Execution Date: August 24, 2001

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 75509567

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Ms. Cynthia Armstrong
 Internal Address: GB Holdings Liquidation,
 c/o Random House, Inc.
 Street Address: 888 Seventh Avenue
 40th Floor
 City: New York State: NY Zip: 10106

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41).....\$ 295.00
 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.

Peter L Sk... *Peter L Sk...* 8/27/01
 Name of Person Signing Signature Date

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

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

12/12/2001 JJALLANE 00000015 75509567
01 FC:401
02 FC:402

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
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
APPLICATIONS					
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		

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS
(UNITED STATES)**

TERMINATION AND RELEASE dated as of August 24, 2001 from The CIT Group/Business Credit, Inc., a New York banking corporation, as administrative agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Shari Lewis Enterprises, Inc., a California corporation (the "Company").

WITNESSETH:

WHEREAS, pursuant to a certain Security Agreement and a Security Agreement and Mortgage-Trademarks and Copyrights, both dated as of January 25, 2000, made by the Company in favor of the Agent (collectively, the "Security Agreements"), a security interest (the "Security Interest") was granted by the Company to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined); and

WHEREAS, pursuant to that certain Assignment for Security (Trademarks) dated as of January 26, 2000 (the "Assignment"), the Company, by reference to the Security Agreements, reaffirmed its intent to grant a Security Interest to the Agent for the benefit of the Lenders specifically in certain Trademark Collateral; and

WHEREAS, the Assignment was recorded in the Trademark Division of the United States Patent & Trademark Office on September 14, 2000, at Reel 002141, Frame 0287; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreements, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:


1. **Trademark Collateral:** The term "Trademark Collateral," as used herein, shall mean all of the Company's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on the annexed Schedule). The term "Trademarks" shall have the meaning provided by reference in the Assignment.

2. Release of Security Interest: The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral and reassigns to the Company all right, title and interest of the Agent in and to such Trademark Collateral without representation or warranty and wholly without recourse or assurance of any other kind.

3. Further Assurances: The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

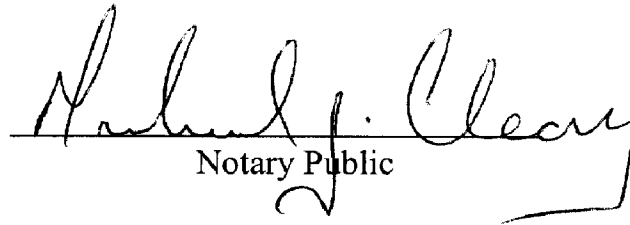
IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

THE CIT GROUP/BUSINESS CREDIT, INC.,
as administrative agent

By: 
Name: Steven Schuit
Title: Vice President

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

On this 24 day of August, 2001, before me personally appeared Steven Schuit, to me known, who, being by me duly sworn, did depose and say that he is Vice President of The CIT Group/Business Credit, Inc., described herein and which executed the foregoing instrument, and that he signed his name thereto pursuant to the authority granted by The CIT Group/Business Credit, Inc.


Notary Public

(Affix Seal Below)

MICHAEL J. GLEARY
Notary Public, State of New York
No. 02014804249
Qualified in Westchester County
Commission Expires November 30, 2001

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release"), is entered into as of this 27th day of August, 2001, by and between HSBC BANK USA, as collateral agent (the "Agent") and GOLDEN BOOKS FAMILY ENTERTAINMENT, INC., a Delaware corporation ("Golden Books"), debtor and debtor in possession under Case No. 01-1920 in the United States Bankruptcy Court for the District of Delaware, 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 with Golden Books, the "Obligor").

WITNESSETH:

WHEREAS, Obligor has granted a security interest in certain of its tangible and intangible personal property pursuant to that certain Security Agreement, dated as of January 25, 2000, by and between Obligor and Agent, among others (the "Security Agreement");

WHEREAS, the Security Agreement was filed on behalf of Agent in the United States Patent and Trademark Office ("PTO") and other offices, as appropriate, to evidence the security interest granted to Agent thereunder;

WHEREAS, Obligor has requested that Agent (a) terminate and release the liens and interests of Agent in all of Obligor's trademarks and service marks and (b) execute and deliver evidence of such termination and release for filing in the PTO and other appropriate offices; and

WHEREAS, Obligor has fulfilled its obligations under the Security Agreement and, thus, Agent has agreed to such release and termination.

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

Section 1. Terms. Capitalized terms not otherwise defined herein have the meanings ascribed thereto in the Security Agreement.

Section 2. Release. Agent hereby releases and terminates all rights and security interests in the Collateral (as defined in the Security Agreement) (including the collateral identified in Exhibit A attached hereto and incorporated herein by reference), and including, without limitation, such rights and security interests recorded in the PTO on July 10, 2000 at Reel 2163, Frame 0004, and other offices, as appropriate.

IN WITNESS WHEREOF, Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

HSBC BANK USA

By: Harriet Drandoff
Name:
Title: HARRIET DRANDOFF
VICE PRESIDENT

STATE OF NEW YORK
) SS:
COUNTY OF NEW YORK

On this 27th day of August, 2001, before me personally came HARRIET DRANDOFF me known, HSBC Bank USA, the Agent described in and which executed the above instrument.

Marcia Markowski
Notary Public

[Notarial Seal]

MARCIA MARKOWSKI
No. 24-01MA4781665
Notary Public, State of New York
Qualified in Kings County
Commission Expires 11-30-02