

10-22-2002



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Form PTO-1594

(Rev. 03/01)

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLYU.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

HSBC Bank USA 10-16-02
(f/kla Marine Midland Bank)

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

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Termination of Security Agreement

Execution Date: Sept-26, 2002

2. Name and address of receiving party(ies)

Name: Golden Books Publishing

Internal Address: Company, Inc.

Street Address: 1619 Broadway

City: New York State: NY Zip: 10019

☐ 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)

75/1167,388

B. Trademark Registration No.(s)

2,517,632

Additional number(s) attached ☒ Yes ☐ No (See Schedule)

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

Name: Scott H. Jaffee

Internal Address: Morgan, Lewis &
Bockius LLP

Street Address: 101 Park Avenue

City: New York State: NY Zip: 10178

6. Total number of applications and

registrations involved: 20

7. Total fee (37 CFR 3.41) \$ 515.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

13-4520

(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.

E. M. Baker Ellen M. Baker

Name of Person Signing

Signature

10-16-02

Date

Total number of pages including cover sheet, attachments, and document: 9

10/22/2002 LMUELLER 00000014 75167388

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

01 FC:8521
02 FC:852240.00 OP
475.00 OPTRADEMARK
REEL: 002602 FRAME: 0737

SCHEDULE

1. Reg. No. 2,517,632 (formerly Serial No. 75/167392)
2. Serial No. 75/167388
3. Reg. No. 2,385,865 (formerly Serial No. 75/167387)
4. Reg. No. 2,388,046 (formerly Serial No. 75/167386)
5. Reg. No. 2,145,933
6. Reg. No. 2,457,509 (formerly Serial No. 75/167390)
7. Reg. No. 2,388,045 (formerly Serial No. 75/167385)
8. Serial No. 75/167383
9. Reg. No. 850,146
10. Reg. No. 2,116,491
11. Reg. No. 1,314,682
12. Reg. No. 770,539
13. Reg. No. 365,670
14. Reg. No. 2,173,208 (formerly Serial No. 74/370704)
15. Reg. No. 2,169,772 (formerly Serial No. 74/366207)
16. Reg. No. 2,139,305 (formerly Serial No. 74/390778)
17. Serial No. 75/131669
18. Reg. No. 1,802,750
19. Reg. No. 2,155,923 (formerly 74/639801)
20. Reg. No. 2,155,924 (formerly 74/639802)

TERMINATION OF TRADEMARK SECURITY INTEREST

This TERMINATION OF TRADEMARK INTEREST is executed as of September 26, 2002 by HSBC Bank USA (formerly known as Marine Midland Bank) as Collateral Agent (in its capacity as such, the "Collateral Agent"), with reference hereby made to that certain Indenture, dated as of September 15, 1992, by and between Golden Books Publishing Company, Inc. (the "Grantor") and the Collateral Agent (as supplemented on June 2, 1998, the "Indenture") and that certain Security Agreement, dated as of June 2, 1998, by and between the Company and the Collateral Agent (as the same have been amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement"), executed in connection with the Indenture.

WHEREAS, pursuant to the Indenture and the Security Agreement, the Grantor executed and delivered to the Collateral Agent a Trademark Security Interest Agreement (the "Trademark Security Agreement") which was recorded with the United States Patent and Trademark Office for the trademarks listed on Schedule 1 hereto and all of the goodwill of the businesses connected with the use of, and symbolized by, such trademarks (the "Trademark Collateral").

WHEREAS, the Grantor has requested that the Collateral Agent release the liens and security interests granted to it in the right, title and interest in and to the Trademark Collateral (to the extent of the Grantor's interest therein) pursuant to the Trademark Security Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, the Collateral Agent hereby:

(A) terminates the Trademark Security Agreement.

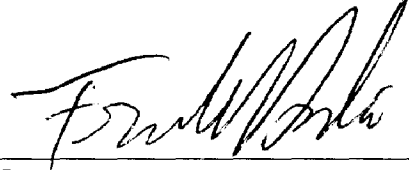
(B) releases the liens and security interests granted to it in the Trademark Collateral pursuant to the Trademark Security Agreement and acknowledges, agrees and confirms that it has no right, title or interest in or to (or security interest in) the Trademark Collateral; and

(C) to the extent that the Collateral Agent shall be deemed to have any right, title or interest in the Trademark Collateral, retransfers and reassigns to the Grantor all of such right, title and interest.

This Termination of Trademark Security Interest shall be governed by the laws of the State of New York and shall relate solely to the Trademark Security Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Termination of
Trademark Interest to be executed by its duly authorized officer as of the date first written above.

HSBC Bank USA, as Collateral Agent

By: 

Name:

Title:

FRANK J. GODINO
Vice President

STATE OF NEW YORK,

: SS.:

COUNTY OF NEW YORK,

On the 26 day of September, 2002, before me personally came
Frank Gordin, to me known, who, being by me duly sworn, did depose and say that he/she
is the Vice President of Marine Midland Bank, the banking corporation described in and
which executed the foregoing instrument.

NOW KNOWN AS
HSBC Bank USA

Marcia Markowski
Notary Public

MARCIA MARKOWSKI
No. 24-01MA4761665
Notary Public, State of New York
Qualified in Kings County
Commission Expires 11-30-02

Schedule A

Trademarks

TRADEMARK SECURITY INTEREST AGREEMENT

SCHEDULE I

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:

TRADEMARK	REGISTRATION / APPLICATION NO.
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.

6699797

TRADEMARK
REEL: 1734 FRAME: 0667

TRADEMARK
REEL: 002602 FRAME: 0743

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	11/25/87	25
	THE LONE RANGER	1,314,682	1/15/85	21
	THE LONE RANGER	770,539	5/26/84	41
	THE LONE RANGER	385,670	3/14/39	18
	LONE RANGER	(74/370,704)	(3/22/83)	9
	LONE RANGER	(74/368,207)	(3/9/83)	16
	LONE RANGER	(74/390,778)	(5/17/83)	28
	LONE RANGER	(75/131,666)	(7/9/86)	3
	SILVER	1,802,750	11/2/83	21
	Lone Ranger Theme Music	(74/639,801)	(2/22/85)	41
	Lone Ranger Theme Music	(74/639,802)	(2/22/85)	9
Australia	LONE RANGER	A337415	1/14/58	18
	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	A267688	1/14/58	30
	LONE RANGER & Design	A267689	1/14/58	31
	LONE RANGER & Design	A267700	1/14/58	32
Austria	LONE RANGER	135808	5/15/81	9, 16, 25, 28, 30
Benelux	LONE RANGER	302514	2/2/71	9, 16, 25, 28
Canada	LONE RANGER	164396	8/1/89	
	LONE RANGER	282736	10/2/81	
	LONE RANGER	320299	11/7/86	
	THE LONE RANGER	306844	9/8/85	
	HI-YO-SILVER	320849	11/21/86	
	TONTO	320850	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	1/27/88	9, 16, 25, 28, 41
UK	LONE RANGER	1120271	9/7/86	14
	LONE RANGER	788768	10/3/78	16
	LONE RANGER	788769	10/3/78	30
	LONE RANGER	683037	10/10/49	28
	LONE RANGER	1147875	1/30/81	14
	LONE RANGER	2043434	11/3/85	9
	LONE RANGER	(2017886)	(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	9, 16
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	18
	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	95793	9/6/79	28
	THE LONE RANGER	95792	9/6/79	16
	THE LONE RANGER	95791	9/6/79	9
Israel	LONE RANGER	48595	9/10/79	14
	LONE RANGER	48596	9/10/79	28
	LONE RANGER	48597	9/10/79	25
	THE LONE RANGER	48598	9/10/79	18
	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	9/28/79	28
	THE LONE RANGER	21307	9/28/79	9
	THE LONE RANGER	20008	9/28/79	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	157730	8/2/88	9
	TONTO	157719	8/1/88	9
Macao	THE LONE RANGER	6400	9/2/98	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	129398	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	8/28/92	9
Portugal	LONE RANGER	278636J	10/20/93	28
	THE LONE RANGER	203713G	12/12/94	9
	THE LONE RANGER	278636	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	308828	9/5/79	9, 16, 28
Venezuela	LONE RANGER	1019904	4/15/83	28
	LONE RANGER	102211	5/27/83	16
	LONE RANGER	102794	9/1/83	25
CTM	THE LONE RANGER	(171850)	(4/1/98)	9, 16, 25, 28