

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GOLDEN BOOKS PUBLISHING COMPANY, INC.		08/27/2001	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	RANDOM HOUSE, INC.
Street Address:	1745 Broadway
Internal Address:	Legal Department
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 51

Property Type	Number
Registration Number:	1414959
Registration Number:	1078891
Registration Number:	2302770
Registration Number:	0899690
Registration Number:	2189691
Registration Number:	2163295
Registration Number:	1542487
Registration Number:	2103252
Registration Number:	1926436
Registration Number:	1410469
Registration Number:	1749391

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Registration Number:	2171617
Registration Number:	1904990
Registration Number:	1017999
Registration Number:	2202310
Registration Number:	2289225
Registration Number:	2289226
Registration Number:	2198947
Registration Number:	2237284
Registration Number:	1075521
Registration Number:	1549139
Registration Number:	0931795
Registration Number:	1883540
Registration Number:	1339161
Registration Number:	1431344
Registration Number:	1350485
Registration Number:	1586727
Registration Number:	1410470
Registration Number:	0931794
Registration Number:	2360650
Registration Number:	2402797
Registration Number:	2402791
Registration Number:	1654411
Registration Number:	2402793
Registration Number:	2402792
Registration Number:	2402794
Registration Number:	2402795
Registration Number:	2407201
Registration Number:	2407202
Registration Number:	2402796
Registration Number:	1312277
Registration Number:	1250300
Registration Number:	2308480

Registration Number:	1325789
Registration Number:	1510101
Registration Number:	1529675
Registration Number:	2502494
Registration Number:	2529864
Registration Number:	2614862
Registration Number:	2256138
Registration Number:	1060755

CORRESPONDENCE DATA

Fax Number: (212)782-8879

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-782-9101

Email: asheridan@randomhouse.com

Correspondent Name: Random House, Inc.

Address Line 1: 1745 Broadway

Address Line 2: Legal Department

Address Line 4: New York, NEW YORK 10019

NAME OF SUBMITTER:

Andrea T. Sheridan

Total Attachments: 5

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EXECUTION
COPY

ASSIGNMENT OF MARKS, TRADEMARK APPLICATIONS
AND GOODWILL
(to Random House, 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) RANDOM HOUSE, INC., a New York 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:

WITNESSETH:

WHEREAS, the Assignee, Classic Media, Inc., a Delaware 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 all Marks, including but not limited to those listed in Section 2.1(c) of the Disclosure Schedule, also attached as Schedule A hereto, except those listed in Parts 3, 4, 5, 6, 7, 8 and 9 of Section 2.1(c) of the Disclosure Schedule and, certain Acquired Trademarks 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, which have been excluded from Schedule A attached hereto, (the "Random Assigned Marks").

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TRADEMARK
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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 Random 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 Random 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.

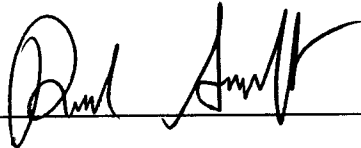
(f) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

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

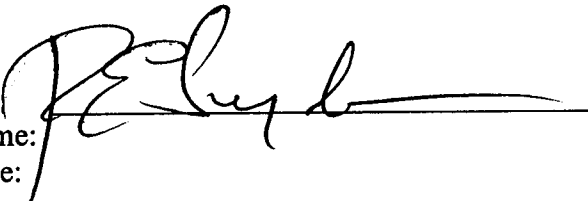
[Assignment of Marks -
RH]

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

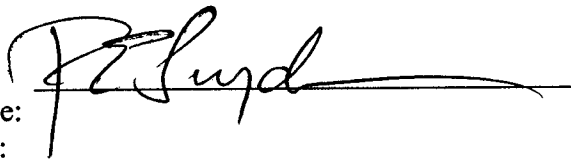
RANDOM HOUSE, INC.

By: 
Name: _____
Title:

GOLDEN BOOKS FAMILY ENTERTAINMENT, INC.

By: 
Name: _____
Title:

GOLDEN BOOKS PUBLISHING COMPANY, INC.

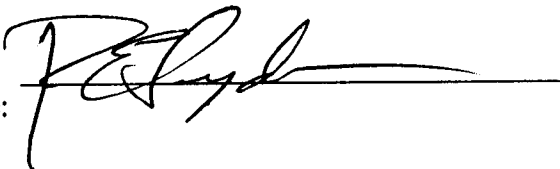
By: 
Name: _____
Title:

GOLDEN BOOKS HOME VIDEO, INC.


By: 
Name: _____
Title:

[Assignment of Marks
RH]

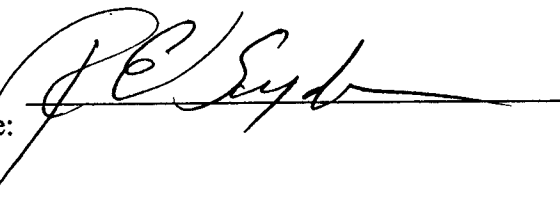
LRM ACQUISITION CORP.

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 889 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. 01DA601866
Qualified in Kings County
Certificate Filed in New York County
Commission Expires Aug 10 2002