

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

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

2. Name and address of receiving party(ies)
Name: Random House, Inc.
Internal Address: Legal Department
Street Address: 1745 Broadway
City: New York State: NY Zip: 10019

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York
 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: 08/27/01

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

 Additional number(s) attached Yes No

B. Trademark Registration No.(s) See Schedule A

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Random House, Inc.
 Internal Address: Legal Department

 Street Address: 1745 Broadway


 City: New York State: NY Zip: 10019

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....\$ 190
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 231220

DO NOT USE THIS SPACE

9. Signature.
 Name of Person Signing
 Signature
 02/07/03 Date

Total number of pages including cover sheet, attachments, and document: 15

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

Schedule A

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
GOLDEN	1,694,132	June 16, 1992
A GOLDEN STURDY BOOK	1,197,866	June 15, 1982
A GOLDEN TOUCH AND FEEL BOOK	1,196,788	June 01, 1982
STEP AHEAD	1,968,573	April 16, 1996
A GOLDEN NAPTIME TALE	1,690,131	June 02, 1992
A GOLDEN BOOK	1,196,795	June 01, 1982
THE SHY LITTLE KITTEN	1,713,539	Sept. 08, 1992

02-13-2003

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

102365319

To the Honorable Commissioner of Patent and Trademark Office, Department of Commerce, Washington, DC 20231. Send original documents or copy thereof.

1. Name of conveying party(ies): Golden Books Family Entertainment, Inc. 2-7-03
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other

2. Name and address of receiving party(ies)
Name: Random House, Inc.
Internal Address: Legal Department
Street Address: 1745 Broadway
City: New York State: NY Zip: 10019

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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 08/27/01

Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State New York
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)
B. Trademark Registration No.(s) See Schedule A

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City: New York State: NY Zip: 10019

6. Total number of applications and registrations involved: 7
7. Total fee (37 CFR 3.41) \$ 190
Enclosed
Authorized to be charged to deposit account

8. Deposit account number: 231220

DO NOT USE THIS SPACE

9. Signature.
Name of Person Signing: Karen Dwyer
Signature: Karen Dwyer
Date: 02/07/03

Total number of pages including cover sheet, attachments, and document: 15

02/12/2003 EDDIPER 00000290 231220 1694138
01 FC:8521 40.00 CH
02 FC:8522 150.00 CH

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

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2003 FEB -7 AM 7:33
FINANCE SECTION

TRADEMARK REEL: 002731 FRAME: 0209

**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").

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.

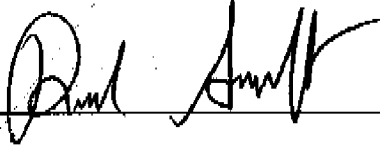
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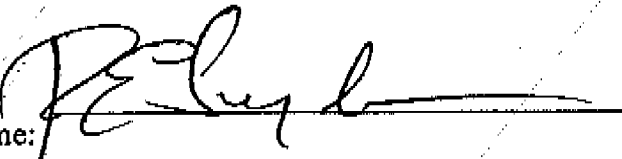
[Assignment of Marks - RH]

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

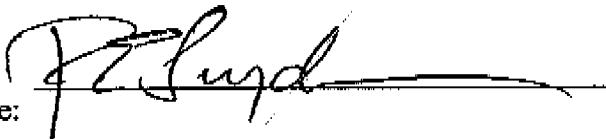
RANDOM HOUSE, INC.

By: 
Name:
Title:

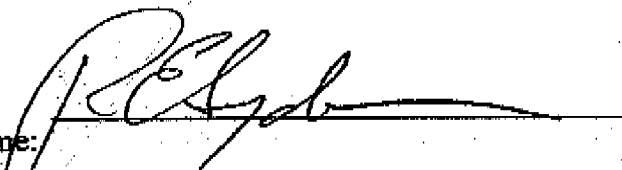
GOLDEN BOOKS FAMILY ENTERTAINMENT, INC.

By: 
Name:
Title:

GOLDEN BOOKS PUBLISHING COMPANY, INC.

By: 
Name:
Title:

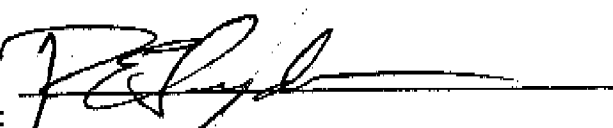
GOLDEN BOOKS HOME VIDEO, INC.

By: 
Name:
Title:

101263

[Assignment of Marks
RH]

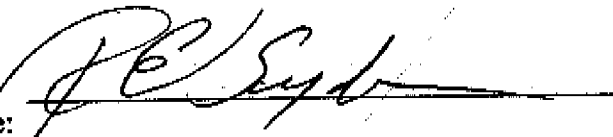
LRM ACQUISITION CORP.

By: 
Name: _____
Title: _____

SHARI LEWIS ENTERPRISES, INC.

By: 
Name: _____
Title: _____

SLE PRODUCTIONS, INC.

By: 
Name: _____
Title: _____

940126.4

**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 887 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. 01DAG01686
Qualified in Kings County
Certificate Filed in New York County
Commission Expires Aug 10 2002