

RE

07-02-2003

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

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



102487372

To the Honorable Commissioner of Patents and Trademarks, U.S. Patent and Trademark Office, Washington, D.C. 20231 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 _____

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: 2/19/03

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 1694132

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

Additional number(s) attached Yes No

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

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

FINANCE SECTION
MAR 7 33
RECORDS

02/12/2003 ECOOPER 00000290 231220 1694132
 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

TRADEMARK
 REEL: 002769 FRAME: 0729

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

**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.

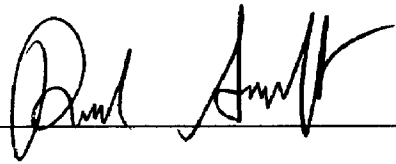
(e) This Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees and successors.

(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.

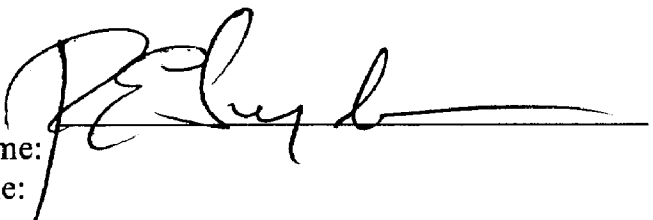
[The remainder of this page has been intentionally left blank.]

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

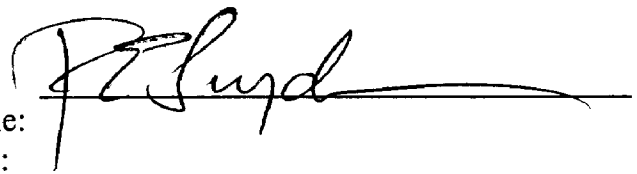
RANDOM HOUSE, INC.

By: 
Name: _____
Title: _____

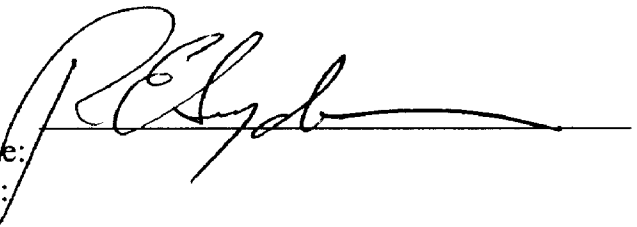
GOLDEN BOOKS FAMILY ENTERTAINMENT, INC.

By: 
Name: _____
Title: _____


GOLDEN BOOKS PUBLISHING COMPANY, INC.

By: 
Name: _____
Title: _____

GOLDEN BOOKS HOME VIDEO, INC.

By: 
Name: _____
Title: _____

LRM ACQUISITION CORP.

By: 
Name: _____
Title:

SHARI LEWIS ENTERPRISES, INC.

By: 
Name: _____
Title:

SLE PRODUCTIONS, INC.

By: 
Name: _____
Title:

