

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	CHANGE OF NAME
-----------------------	----------------

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Golden Books Family Entertainment, Inc.		08/27/2001	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Random House, Inc.
Doing Business As:	Publishing House
Street Address:	1745 Broadway
Internal Address:	19-2
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 7		
Property Type	Number	Word Mark
Registration Number:	1694132	GOLDEN
Registration Number:	1197866	A GOLDEN STURDY BOOK
Registration Number:	1196788	A GOLDEN TOUCH AND FEEL BOOK
Registration Number:	1968573	STEP AHEAD
Registration Number:	1690131	A GOLDEN NAPTIME TALE
Registration Number:	1196795	A GOLDEN BOOK
Registration Number:	1713539	THE SHY LITTLE KITTEN

CORRESPONDENCE DATA	
Fax Number:	(212)782-8879
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-782-9861
Email:	asteinecke@randomhouse.com
Correspondent Name:	Anke Steinecke

CH \$190.00 1694132

Address Line 1: 1745 Broadway
Address Line 2: 19-2
Address Line 4: New York, NEW YORK 10019

NAME OF SUBMITTER:

Karen Dwyer

Total Attachments: 11

source=assign uspto#page1.tif
source=assign uspto#page2.tif
source=assign uspto#page3.tif
source=assign uspto#page4.tif
source=assign uspto#page5.tif
source=assign uspto#page6.tif
source=assign uspto#page7.tif
source=assign uspto#page8.tif
source=assign uspto#page9.tif
source=assign uspto#page10.tif
source=assign uspto#page11.tif



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

DECEMBER 29, 2003

PTAS



102487372A

RANDOM HOUSE, INC.
KAREN DWYER
LEGAL DEPT.
1745 BROADWAY
NEW YORK, NY 10019

**UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT**

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 02/07/2003

REEL/FRAME: 002769/0729

NUMBER OF PAGES: 7

BRIEF: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

ASSIGNOR:

GOLDEN BOOKS FAMILY ENTERTAINMENT,
INC.

DOC DATE: 02/07/2003

CITIZENSHIP:

ENTITY: CORPORATION

ASSIGNEE:

RANDOM HOUSE, INC.
1745 BROADWAY
LEGAL DEPARTMENT
NEW YORK, NEW YORK 10019

CITIZENSHIP: NEW YORK

ENTITY: CORPORATION

APPLICATION NUMBER: 74155049

FILING DATE: 04/08/1991

REGISTRATION NUMBER: 1694132

ISSUE DATE: 06/16/1992

MARK: 

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

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, 1600 ... 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

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

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

DO NOT USE THIS SPACE

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

2003 FEB -7 AM 7:33
FINANCE SECTION
ORIGINAL PUBLIC RECORDS

02/12/2003 ECOOPER 00000290 231220 1694132
01 FC:8521 40.00 CH
02 FC:8522 150.00 CH

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

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In the Matter of Trademark Application:

Applicant Random House Inc.
Serial No. *74* 74/158,105
Filed: April 17, 1991
Trademark THE SHY LITTLE KITTEN

Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202

1694132

SUBSTITUTE POWER OF ATTORNEY

Applicant hereby revokes all previous powers and appoints Katherine J. Trager, William S. Adams, Jon P. Fine, Matthew E. Martin, Linda Steinman, Anke Steinecke and Laura Goldin attorneys admitted to practice in the State of New York, at Random House Inc. with offices at 1745 Broadway, New York, NY 10019 its attorneys to transact all business in the Patent and Trademark Office in connection with this registration.

DESIGNATION OF DOMESTIC REPRESENTATIVE

Random House Inc., whose postal address is 1745 Broadway, New York, NY 10019, is hereby designated registrant's representative upon whom notices or process in proceedings affecting the mark may be served

Random House Inc.

By: *Laura Goldin*

Name: *Laura Goldin*

Title: *Vice President & Associate General Counsel*

DATED: *2/7/02*

**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").

940126.6

**TRADEMARK
REEL: 002773 FRAME: 0938**

10

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.

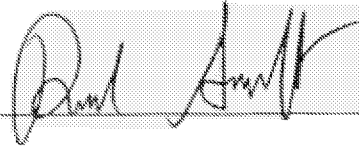
[The remainder of this page has been intentionally left blank.]

[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.

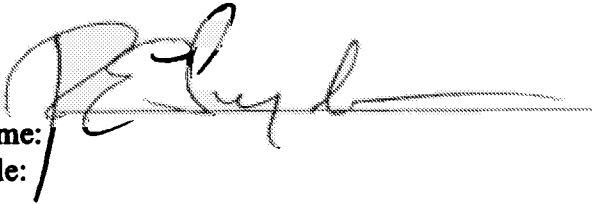
RANDOM HOUSE, INC.

By:
Name:
Title:



GOLDEN BOOKS FAMILY ENTERTAINMENT, INC.

By:
Name:
Title:



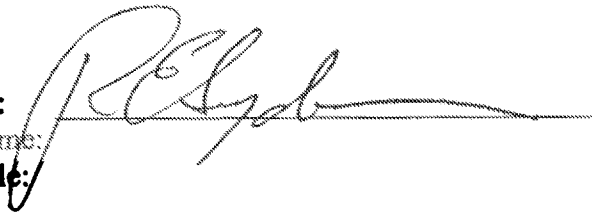
GOLDEN BOOKS PUBLISHING COMPANY, INC.

By:
Name:
Title:



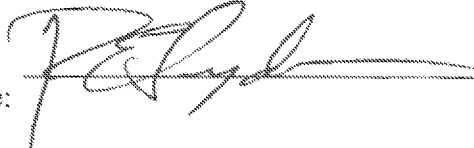
GOLDEN BOOKS HOME VIDEO, INC.

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: _____

