



10-20-2003

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

RECORDED & INDEXED



DEPARTMENT OF COMMERCE S. Patent and Trademark Office

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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.

10-9-03

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date:

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

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 Name of Person Signing

Karen Dwyer 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

10/17/2003 LMJELLER 00000089 231220 1694132

01 FC:8521 40.00 DA 02 FC:8522 150.00 DA

TRADEMARK REEL: 002846 FRAME: 0232

## 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. : 73/327,649  
Filed: September 11, 1981  
Trademark: A GOLDEN BOOK

Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, VA 22202

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: 

Name: Laura Goldin

Title: Vice President & Associate General Counsel

DATED: 2/7/03

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.

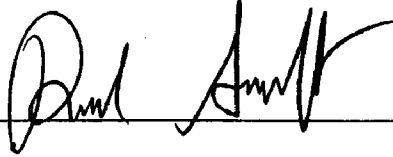
(e) This Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees and successors.

(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.

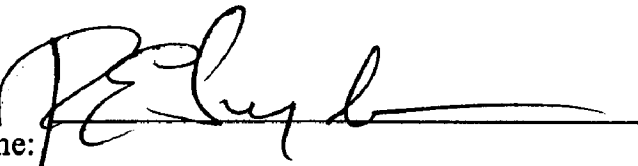
[The remainder of this page has been intentionally left blank.]

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

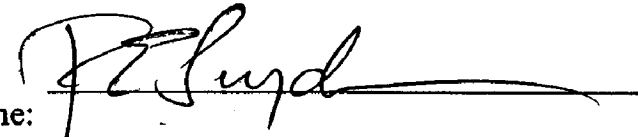
RANDOM HOUSE, INC.

By:   
Name:  
Title:

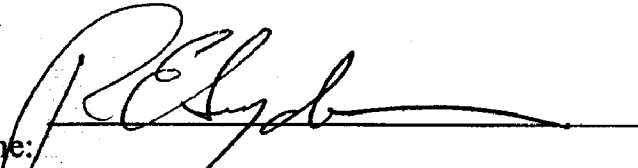
GOLDEN BOOKS FAMILY ENTERTAINMENT, INC.

By:   
Name:  
Title:

GOLDEN BOOKS PUBLISHING COMPANY, INC.

By:   
Name:  
Title:

GOLDEN BOOKS HOME VIDEO, INC.

By:   
Name:  
Title:

[Assignment of Marks  
RH]

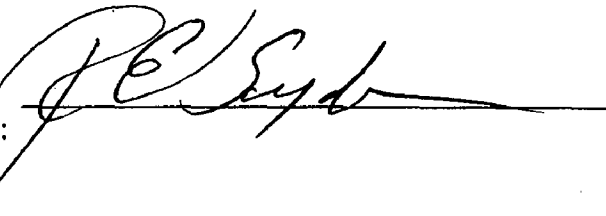
LRM ACQUISITION CORP.

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. 01DAG011686  
Qualified in Kings County  
Certificate Filed in New York County  
Commission Expires AUG 10 2002