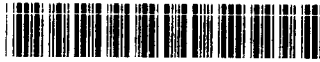


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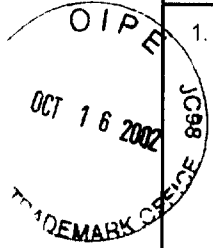


102256788

ORDINATION FORM COVER SHEET
TRADEMARKS ONLY

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.



1. Name of conveying party(ies):
HSBC Bank USA
10/16/02

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

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

2. Name and address of receiving party(ies)
 Name: **Golden Books Publishing**
 Internet
 Address: **Company, Inc.**

Street Address: **1619 Broadway**
 City: **New York** State: **NY** Zip: **10019**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Delaware**
 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 **Termination of Trademark**
Security Interest Execution Date: **Sept. 26, 2002**

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

A. Trademark Application No.(s)
75/167,387

B. Trademark Registration No.(s)
1360286

Additional number(s) attached Yes No **See Schedule A**

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Scott Jaffee**

Internal Address: **Morgan Lewis & Bockius LLP**

Street Address: **101 Park Avenue**

City: **New York** State: **NY** Zip: **10178**

6. Total number of applications and registrations involved: **155**

7. Total fee (37 CFR 3.41).....\$ **3890.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
13-4520

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Ellen M. Baker
 Name of Person Signing

Ellen M. Baker
 Signature

10-16-02
 Date

Total number of pages including cover sheet, attachments, and document: **10**

10/22/2002 LNUELLER 00000015 75167387
 01 FC:8521 40.00 DP
 02 FC:8522 3850.00 DP

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

Schedule A - Trademarks

Mark	Int'l Class	Serial No.	Filing Date	Reg. No.	Reg. Date
GOLDEN BOOK VIDEO & DESIGN®	9	73/525,286	3/4/85	1,360,286	9/17/85
G DESIGN™ (GOLDIE LOGO)®	16	75/210,072	12/8/96	2,237,284	
A LITTLE STORYLAND BOOK®	16	73/684,461	9/16/87	1,488,415	5/17/88
A MERRIGOLD MINIATURE®	16	73/379,363	9/26/80	1,193,978	4/20/82
A MERRIGOLD PRESS DRIVE AWAY BOOK®	16	74/505,937	3/28/94	1,918,844	9/12/95
A MERRIGOLD PRESS TELL-A-TALE®	16	74/559,250	8/10/94	1,941,834	12/12/95
A MILLION BUCKS®	28	73/830,737	10/11/89	1,621,380	11/6/90
A S-T-R-E-T-C-H A STRING BOOK®	16	74/656,160	2/21/95	2,041,209	2/25/97
A SHAPED LITTLE NUGGET BOOK®	16	74/500,543	3/15/94	1,926,436	10/10/95
A SHAPED NAPTIME TALE®	16	74/588,309	10/17/94	1,962,486	3/12/96
ACTIONCAPS®	16	74/484,062	1/31/94	1,899,858	6/13/95
AN EASIER START MOVIE STORYBOOK®	16	75/290,940	5/13/97	2,219,659	1/19/99
AN EASIEST START MOVIE STORYBOOK®	16	75/290,941	5/13/97	2,219,660	1/19/99
AN EASY START MOVIE STORYBOOK®	16	75/290,942	5/13/97	2,219,661	1/19/99
ARTISTS & WRITERS GUILD AND DESIGN	16	74/335,502	11/30/92	1,833,320	4/26/94
ARTISTS & WRITERS GUILD BOOKS AND DESIGN®	16	74/387,253	5/6/93	1,863,202	11/15/94
ARTISTS & WRITERS GUILD BOOKS®	16	74/601,087	11/21/94	1,925,445	10/10/95
BATHS WITH LAUGHS®	16	74/627,939	1/31/95	2,049,627	4/1/97
BATTLE OF THE DINOSAURS®	28	74/339,520	12/14/92	1,811,618	12/14/93
BIG FUN SOUNDS®	16	74/459,984	11/18/93	1,903,555	7/4/95
BIG LITTLE BOOK®	16	72/322,022	3/18/69	902,127	11/10/70
BROADWAY COMICS	16	74/636,878	2/21/95	2,012,719	10/29/96
BUG OFF®	28	73/284,455	11/3/80	1,202,874	7/27/82
CAMP STEP AHEAD®	16	74/206,160	9/23/91	1,749,391	1/26/93
COLOR EXPRESS®	16	74/312,504	9/10/92	1,820,601	2/8/94
COLOR EXPRESS® (Stylized)	16	74/312,505	9/10/92	1,820,602	2/8/94
COLOR SURPRISE®	16	75/045,010	11/13/95	2,171,617	7/7/98
CREATURECAPS®	16	74/484,065	1/31/94	1,904,989	7/11/95
CUSTOM PUBLISHING®	42	73/823,525	11/24/89	1,591,540	4/10/90

Schedule A - Trademarks

Mark	Int'l Class	Serial No.	Filing Date	Reg. No.	Reg. Date
DESIGNS BY ME®	16	74/497,668	3/7/94	1,904,990	7/11/95
DISORDERLY CONDUCT®	28	74/462,076	11/8/93	1,861,056	11/1/94
EAGER READER® (Stylized)	16	73/031,897	9/12/74	1,017,999	8/12/75
FATALE®	16	74/680,875	5/26/95	2,007,250	10/8/96
FIRST FUN & DESIGN® (Blocks Logo)	16	74/155,207	4/8/91	1,671,116	1/7/92
FIRST FUN®	16	73/366,090	5/24/82	1,229,737	3/8/83
FILPFLEX®	28	74/282,269	6/8/92	1,780,872	7/6/93
FLY CAPS®	16	74/609,940	12/12/94	1,908,272	6/11/96
FLYING FRENCH FRIES®	28	74/305,497	8/19/92	1,848,260	8/2/94
FRAME-TRAY®	28	232,861	9/26/79	1,190,096	2/16/82
FRAME-TRAY®	28	75/169,279	9/20/96	2,105,180	10/14/97
FURRY FACE®	16	74/417,311	7/26/93	1,870,544	12/27/94
GIANT STICKER FUN®	16	74/155,203	4/8/91	1,690,141	6/2/92
GIRL TALK AND DESIGN®	16	73/739,904	7/11/88	1,509,824	4/10/90
GIRL TALK®	9	74/505,185	3/25/94	1,884,772	3/21/95
GIRL TALK®	16	72/391,235	5/6/71	925,538	12/14/71
HEAR! HEAR!®	16	74/479,496	1/18/94	1,906,516	7/18/95
HOTSCOPES®	16	74/336,729	12/4/92	1,819,484	2/1/94
HUBCAPS®	16	74/484,063	1/31/94	1,899,859	6/13/95
JR. GOLFER				2,168,710	
KNIGHTS ON BROADWAY	16	75/146,679	8/7/96	2,091,091	8/26/97
LEARN WITH ME®	9	73/315,954	6/22/81	1,202,566	7/27/82
LITTLE LOOK-IN®	16	74/267,183	3/11/93	1,846,217	7/19/94
LITTLE LULU®	16	72/419,687	3/27/72	958,607	5/8/73
LITTLE LULU®	16	72/420,496	4/5/72	959,441	5/22/73
LITTLE LULU®	16	72/436,008	9/18/72	962,620	7/3/73
LITTLE LULU®	16	72/460,870	6/20/73	990,189	8/6/74
MAGIC CORNER®	16	74/417,029	7/26/93	1,865,270	11/29/94
MAGIC SLATE PLUS®	28	74/058,604	5/14/90	1,642,916	4/30/91
MAGIC SLATE®	28	73/495,446	8/17/84	1,329,834	4/9/85
MAGNUS ROBOT FIGHTER®	16	74/335,510	11/30/92	1,860,373	10/25/94
MARK & SEE®	16	73/793,534	4/13/89	1,570,907	12/12/89
MERRIGOLD & DESIGN® (Flower with Smiling Face Logo)	16	74/319,373	10/2/92	1,820,606	2/8/94
MERRIGOLD PRESS & DESIGN® (Flower Logo)	16	74/533,161	6/3/94	1,924,620	10/3/95
MERRIGOLD PRESS & DESIGN® (Flower Logo)	28	75/037,204	12/26/95	2,124,229	12/23/97
MERRIGOLD PRESS & DESIGN® (Children Reading Logo)	16	73/624,815	10/9/86	1,443,120	6/16/87

Schedule A - Trademarks

Mark	Int'l Class	Serial No.	Filing Date	Reg. No.	Reg. Date
MERRIGOLD PRESS®	16	73/317,363	7/2/81	1,202,005	7/20/82
MY FIRST SOUND STORY®	16	75/046,586	1/22/96	2,065,939	5/27/97
NATURE SHAPE®	16	74/393,082	5/21/93	1,860,388	10/25/94
PAINT WITH WATER & DESIGN® (Rainbow Logo)	16	73/437,696	8/3/83	1,301,577	10/23/84
PAT THE BUNNY®	28	73/702,316	12/21/87	1,654,411	8/20/91
PICTUREMATION®	9	73/583,752	2/19/86	1,409,304	9/16/86
PIRATE'S GOLD® (Stylized)	28	74/244,853	2/10/92	1,832,306	4/19/94
PLAY LIGHTS®	16	74/347,274	1/11/93	1,849,257	8/9/94
POPPIN' POPCORN®	28	74/325,782	10/26/92	1,796,011	9/28/93
POWERS THAT BE	16	74/640,345	2/22/95	2,007,137	10/8/96
PRESS 'N' LISTEN®	9	74/479,863	1/18/94	1,875,136	1/24/95
READ AND WEAR™	16	75/294,774	5/20/97	2,192,895	9/29/98
SCIENCE CLOSE-UP®	16	74/163,646	5/6/91	1,710,764	8/25/92
SCRATCH AND SNIFF & DESIGN™	16	75/297,619	5/23/97	2,219,674	1/19/99
SCREAMIN' 3-D™®	16	75/155,258	8/23/96	2,220,767	1/26/99
SCUFFY THE TUGBOAT™®	16	75/028,582	12/6/95	2,062,768	5/20/97
SEE-A-WORD®	16	73/310,734	5/18/81	1,196,233	5/25/82
SEEK AND PEEK®	28	73/281,973	10/16/80	1,196,919	6/1/82
SHADOW STATE	16	74/640,350	2/22/95	2,065,561	5/27/97
SHAPE 'N' TAPE®	9	74/479,114	1/14/94	1,949,492	1/16/96
SIGHT 'N' SOUND®	16	74/489,923	1/14/94	1,880,593	2/28/95
SILLY SOUND STORIES®	28	74/522,695	5/10/94	1,932,371	10/31/95
SOLAR MAN OF THE ATOM®	16	74/343,085	12/24/92	1,794,948	9/28/93
SONG STEPPER®	16	74/259,594	3/27/92	1,766,709	4/20/93
SORT-A-SILLY®	28	74/434,328	9/7/93	1,890,635	4/18/95
SOUND OFF® (Stylized)	28	74/244,851	2/10/92	1,772,487	5/18/93
SOUND PICTURES®	28	74/696,194	7/3/95	2,007,265	10/8/96
SOUND STORY & DESIGN® (Blocks Logo)	16	73/831,591	10/16/89	1,634,014	2/5/91
SOUNDS BY ME & DESIGN®	16	74/511,400	4/8/94	1,926,441	10/10/95
SOUNDS BY ME®	16	74/505,948	3/28/94	1,903,562	7/4/95
SOUNDS OF THE SEASON®	16	74/479,519	1/18/94	1,899,855	6/13/95
STAR SEED	16	75/142,699	7/31/96	2,073,947	6/24/97
STEP AHEAD & DESIGN® (Ladder Logo)	16	74/607,876	12/7/94	1,986,311	7/9/96
STEP AHEAD®	9	74/524,874	5/16/94	1,946,092	1/2/96
STEP AHEAD®	16	74/681,898	5/30/95	1,968,573	4/16/96
STEP AHEAD®	16	73/489,158	7/9/84	1,325,789	3/19/85
STICKALONGS®	16	74/470,315	12/6/93	1,891,731	4/25/95

Schedule A - Trademarks

Mark	Int'l Class	Serial No.	Filing Date	Reg. No.	Reg. Date
STICKER FUN®	16	73/315,088	6/17/81	1,202,001	7/20/82
STICKER STARTERS®	16	74/607,877	12/7/94	1,981,706	6/18/96
STORYTIME PLAYSET®	16	74/486,872	1/31/94	1,906,518	7/18/95
SWAT THAT FLY®	28	74/325,781	10/26/92	1,810,139	12/7/93
TALE 'N' TAPE®	9	74/218,965	11/4/91	1,812,763	12/21/93
TELL-A-TALE®	16	73/822,269	8/28/89	1,588,862	3/27/90
THE GINGHAMS®	16	73/827,581	9/25/89	1,594,210	5/1/90
THE GREENHOUSE A GUIDE TO INDOOR GARDENING®	16	73/234,057	10/5/79	1,170,142	9/22/81
THE LITTLE LULU SHOW		75/495,008			
THE OFFICIAL GIRL TALK FUN CLUB & DESIGN®	42	74/065,724	6/4/90	1,646,428	5/28/91
THE POKY LITTLE PUPPY®	16	73/724,046	4/22/88	1,529,675	3/14/89
THE RAINBOW WORKS & DESIGN®	16	73/660,694	5/14/87	1,468,297	12/8/97
THE RAINBOW WORKS & DESIGN®	28	73/661,805	5/19/87	1,470,773	12/29/87
THE SCRIBBLER & DESIGN® (Owl Logo)	16	73/238,027	11/5/79	1,182,044	12/15/81
THE SHY LITTLE KITTEN®	16	74/158,105	4/17/91	1,713,539	9/8/92
THE SUNNY PAGES WESTERN KENTUCKY DIRECTORIES				2,019,249	
THROUGH THE WINDOW®	16	74/417,656	7/26/93	1,848,201	8/2/94
TINY TOTS®	16	74/416,372	7/26/93	1,849,280	8/9/94
TOUCH 'N' LISTEN®	9	74/479,857	1/18/94	1,875,135	1/24/95
TRIXIE BELDEN®	16	91,497	6/24/76	1,060,755	3/8/77
TUBBY®	16; 28	32,508	9/20/74	1,057,536	2/1/77
TUOK DINOSAUR HUNTER®	16	74/341,952	12/14/92	1,812,922	12/21/93
TYRANNOCAPS®	16	74/484,061	1/31/94	1,899,857	6/13/95
VISAGE COMICS	16	75/024,920	2/8/96	2,124,250	12/23/97
VISAGE COMICS	41	75/054,919	2/7/96	2,157,295	5/12/98
WAVE & DESIGN®	16	74/358,656	2/11/93	1,825,825	3/8/94
WAVE®	16	74/384,923	4/26/93	1,846,220	7/19/94
WESTERN & DESIGN® (W Logo)	35	72,433,303	8/21/72	954,215	2/27/73
WESTERN PUBLISHING®	42	73/822,618	8/28/89	1,601,559	6/12/90
WESTERN®	35	72/276,268	7/18/67	856,218	9/3/68
WILDLIFECAPS®	16	74/484,064	1/31/94	1,904,988	7/11/95
TOTALLY AMAZING®	16	75/462,641	4/2/98	2,256,138	
DRIVE AWAY (WP Ref. 106) registered under "Western Publishing"	16	73/428,020	5/31/83	1,281,527	6/12/84

Schedule A - Trademarks

Mark	Int'l Class	Serial No.	Filing Date	Reg. No.	Reg. Date
LASSIE	28	74/390,911	5/17/93	2,169,777	6/30/98
LASSIE	3, 5, 6, 18, 21	73/137,918	8/17/77	1,089,519	4/18/78
LASSIE	41	72/034,711	7/31/57	670,403	11/25/58
LASSIE	5	74/507,675	3/31/94	2,000,556	9/17/96
LASSIE	9	74/370,706	3/22/93	2,219,095	1/19/99
LASSIE	16	74/714,226	8/11/95	2,209,373	12/8/98
LONE RANGER	28		6/4/68	850,146	6/4/68
LONE RANGER	25		11/25/97	2,116,491	11/25/97
THE LONE RANGER	21		1/15/85	1,314,682	1/15/85
THE LONE RANGER	41		5/26/64	770,539	5/26/64
THE LONE RANGER	16		3/14/39	365,670	3/14/39
LONE RANGER	9		7/14/98	2,173,208	7/14/98
LONE RANGER	16		6/30/98	2,169,772	6/30/98
LONE RANGER	28		2/24/98	2,139,305	2/24/98
SILVER	21		11/2/93	1,802,750	11/2/93
Lone Ranger Theme Music	41		5/12/98	2,155,923	5/12/98
Lone Ranger Theme Music	9		5/12/98	2,155,924	5/12/98
Design (Underdog)		75/167,387			
UNDERDOG		75/167,383			
UNDERDOG		75/182,377			

TERMINATION OF TRADEMARK SECURITY INTEREST

This TERMINATION OF TRADEMARK INTEREST is executed as of September 26, 2002 by HSBC Bank USA, as Collateral Agent, (in its capacity as such, the "Collateral Agent") with reference hereby made to that certain Security Agreement, dated as of January 25, 2000 (as the same have been amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement") by and between Golden Books Publishing Company, Inc. (the "Grantor") and the Collateral Agent.

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered to the Collateral Agent a Trademark Security Interest Agreement (the "Trademark Security Agreement") which was recorded with the United States Patent and Trademark Office for the trademarks listed on Schedule A hereto and all of the goodwill of the businesses connected with the use of, and symbolized by, such trademarks (the "Trademark Collateral").

WHEREAS, the Grantor has requested that the Collateral Agent release the liens and security interests granted to it in the right, title and interest in and to the Trademark Collateral (to the extent of the Grantor's interest therein) pursuant to the Trademark Security Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, the Collateral Agent hereby:

(A) terminates the Trademark Security Agreement.

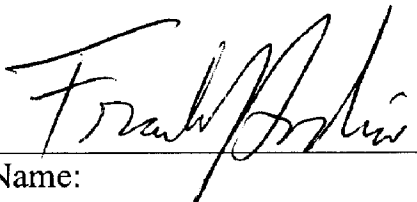
(B) releases the liens and security interests granted to it in the Trademark Collateral pursuant to the Trademark Security Agreement and acknowledges, agrees and confirms that it has no right, title or interest in or to (or security interest in) the Trademark Collateral; and

(C) to the extent that the Collateral Agent shall be deemed to have any right, title or interest in the Trademark Collateral, retransfers and reassigns to the Grantor all of such right, title and interest.

This Termination of Trademark Security Interest shall be governed by the laws of the State of New York and shall relate solely to the Trademark Security Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Termination of
Trademark Interest to be executed by its duly authorized officer as of the date first written above.

HSBC Bank USA, as Collateral Agent

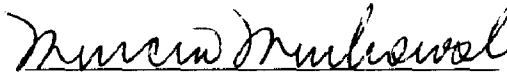
By: 
Name: _____
Title: **FRANK J. GODINO**
Vice President

STATE OF NEW YORK,

: ss.:

COUNTY OF NEW YORK,

On the 26 day of September, 2002, before me personally came Frank J. Goding, to me known, who, being by me duly sworn, did depose and say that he/she is the Vice President of HSBC Bank USA, the banking corporation described in and which executed the foregoing instrument.


Notary Public

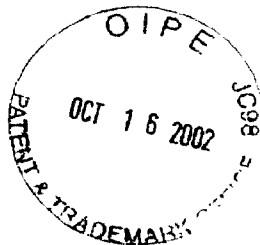
MARCIA MARKOWSKI
No. 24-01MA4761665
Notary Public, State of New York
Qualified in Kings County
Commission Expires 11-30-02

Schedule A

Trademarks

Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, NW
Washington, DC 20004
Tel: 202.739.3000
Fax: 202.739.3001
www.morganlewis.com

Morgan Lewis
C O U N S E L O R S A T L A W



Ellen M. Baker
Legal Assistant
(202) 739-5758
ebaker@morganlewis.com

October 16, 2002

VIA HAND DELIVERY

Commissioner for Trademarks
Box Assignments
2900 Crystal Drive
Arlington, Virginia 23202-3513
Attention: Assignment Branch

Re: Recordation of Termination of Trademark Security Interest
 Our Ref: 66397-0246

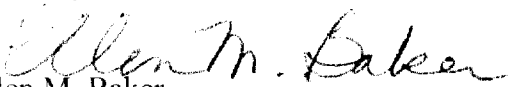
Dear Madam:

We enclose for recording at the Assignment Branch an original document entitled Termination of Trademark Security Interest between HSBC Bank USA, as Collateral Agent, and Golden Books Publishing Company, Inc., as Grantor. The document is being filed to update record title to the 155 U.S. Federal trademarks listed on the Schedule attached to the Recordation Form Cover Sheet and also listed within the document.

The details of this recording are set out on the enclosed Recordation Form Cover Sheet in compliance with Patent and Trademark Office rules. We also enclose a check in the amount of \$3890.00 to cover the filing fee for this request. Any additional fees should be charged to the deposit account of Morgan, Lewis & Bockius LLP, Deposit Account No. 13-4520.

Please call me if you have any questions concerning this filing. Thank you for your assistance.

Sincerely,


Ellen M. Baker
Legal Assistant

Enclosures

cc: Scott Jaffee
Meytal Kashi

Philadelphia Washington New York Los Angeles Miami Harrisburg Pittsburgh
Princeton Northern Virginia London Brussels Frankfurt Tokyo

1-WA/1880971.1

RECORDED: 10/16/2002

TRADEMARK
REEL: 002599 FRAME: 0958