MAIL STOP ASSIGNMENTS

Keep within borders

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ONLY PATENTS & PAT. APPLNS.	PAT. APPLNS. & PATENTS <u>ONLY</u>			
To the Commissioner for Patents, Mail Stop Assignment	t Branch, P.O. Box 1450, Alexandria, VA 22313-1450			
SIR: Please record the attached original document or copy thereof on which the particulars are:				
 Name of conveying party(ies) (assignor(s)): 				
Brooks Sp	orts. Inc.			
Additional name(s) of conveying party(ics) attached? []yes [X]no				
2. Name and Address of Party(ies) receiving an interest (a				
	****Budd(3)/.			
Addresse Elect Comital Companyies				
Address: Fleet Capital Corporation				
300 Galleria Parkway, Suite 800, Atlanta, GA 30339				
Country: United States				
Additional name(s) & address(es) attached? []yes	[X]no			
3. <u>Nature of Conveyance</u> :				
[] Assignment Execution Date(s): 01/3	<u>31/05</u>			
[] Merger [] Change of Name [] Verified Translation				
[X] OTHER: Security Agreement				
4. Execution date(s) on the Declaration if filed herewith:	N/A			
-				
4.5 Application number(s) or patent number(s). Others on additional sheet(s) attached? [X]yes []no				
A. Patent Application No(s).	B. Patent No(s).			
(series code/serial number)	D. <u>I ucii 140(8).</u>			
	See Schedule & of Security Amount			
	Scc Schedule A of Security Agreement			
5. Name and address of party to whom correspondence				
	6. Number involved:			
concerning document should be mailed:	Applns <u>+</u> Pats <u>6</u> = Total <u>6</u>			
J. Michael Martinez de Andino, Esq.	Amount of \$240.00 fee is to be charged to			
HUNTON & WILLIAMS LLP	Deposit Account No. 08-3436.			
Riveriront Plaza, East Tower				
951 East Byrd Street	8. If above fee is an inadequate charge or the			
Richmond, VA 23219-4074	check is detached from the filing,			
(804) 788-7216 telephone	insufficiency to be charged to Deposit			
(804) 343-4549 facsimile	Account Number 08-3436 (duplicate sheet			
	not required.)			
	not required.y			
5.5 Atty. Dkt. 53824,000033				
DO NOT USE 7				
9. Statement and signature	1 HIO 317NLE			
7. Statement and signature				
To the best of my knowledge and belief, the forego	ing information is true and correct and any attached copy			
is a true copy of the original document.				
1 1				
	Total number of pages			
including this cover sheet 6				
(Do <u>NOT</u> file dup. cover sheet)				
Harl Mar				
Signature				
Attorney: <u>David E. Baker, Esq.</u>				
Reg. No 42,285	Date: <u>February 17, 2005</u>			
Tel: (804) 788-8762 Fax: (804) 343-4598				

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Intellectual Property Rights

UNITED STATES PATENTS

PATENT TITLE	PATENT APPLICATION NO./ FILING DATE	PATENT REGISTRATION NO./ ISSUANCE DATE
1. Shoe Having Hydrodynamic Pad	08/576958 12/22/95	5704137 01/06/98
2. Ftuid Forefoot Footwear	520373 05/07/90	5097607 03/24 [,] 92
 Shoe Having Cushioning Means Localized in High Impact Zones 	09/151881 09/11/98	6065230 05/23/00
4. Fluid Dynamic Shoe	07/339198 04/14/89	4934072 06/19/90
5. Propulsion Plate Hydrodynamic Footwear	07/743483 08:08/91	5191727 03/09/93
6. Spring-Plate Shoe	07/510671 04/18/90	5052130 10/01/91

SECURITY AGREEMENT (Brooks Sports, Inc. -- Patents)

STATE OF WASHINGTON)
) ss.:
COUNTY OF KING)

WHEREAS, BROOKS SPORTS, INC., a Washington corporation (the "Assignor"), holds rights in Letters Patent of the United States as set forth on Schedule A (the "Patents");

WHEREAS, the Assignor is the sole owner or a licensee of the entire right, title and interest in and to the Patents and the inventions which are the subject matter thereof;

WHEREAS, the Assignor has through the execution of a Joinder Agreement dated as of December 30, 2004 become a Borrower under a Loan and Security Agreement, dated as of April 18, 2002 (as amended, modified, supplemented and restated from time to time, the "Loan Agreement"; unless otherwise defined herein, capitalized terms are used herein as defined in the Loan Agreement), among Russell Corporation and certain of its Affiliates, the financial institutions party thereto from time to time (the "Lenders") and Fleet Capital Corporation, as administrative agent for the Lenders (the "Administrative Agent"), pursuant to which the Lenders have made or agreed to make certain loans to the Assignor and may, from time to time hereafter, make additional loans to the Assignor;

WHEREAS, pursuant to the Loan Agreement the Assignor has agreed to assign and grant to the Administrative Agent, on behalf of the Lenders, a continuing security interest in, and a continuing lien on, all of the Assignor's right, title and interest in and to the following (collectively, the "Patent Collateral"):

(i) the Patents and any other patents or registrations and applications for registration therefor of which Assignor is the sole and exclusive owner or licensee of the entire right, title and interest therein, together with any reissue, division, continuation, continuation-in-part, renewal or extension of any thereof,

(i) inventions and improvements described and claimed therein,

(ii) all licenses of the foregoing to which Assignor is a party as licensee or licensor,

(iii) all income, royalties, damages, claims and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof,

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PATENT REEL: 015722 FRAME: 0974 (iv) all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing to the Assignor,

world, and

- (v) all rights corresponding to any of the foregoing throughout the
 - (vi) all proceeds of and accessions to any and all of the foregoing,

to secure the payment and performance of the Secured Obligations; and

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby grant to the Administrative Agent, on behalf of the Lenders, a continuing security interest in and a continuing lien on the Patent Collateral as security for the payment and performance of the Secured Obligations.

The Assignor hereby further acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the assignment of and security interest in and lien upon the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Security Agreement coupled with the Loan Agreement (and its exhibits) constitutes the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or representations regarding the subject matter herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its authorized officer or agent as of January 31, 2005.

BROOKS SPORTS, INC. By: David N. Bohan Name: 200+CFO Sr. IP. Title:

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STATE OF WASHINGTON)) ss.: COUNTY OF KING)

This <u>31</u> day of January, 2005 personally came before me, a Notary Public in and for said County and State, <u>King County</u> who, being by me duly sworn, says that he/she is the <u>S. VP</u> <u>Coence</u> <u>CI=0</u> of Brooks Sports, Inc., that he/she signed the foregoing instrument on behalf of said entity by his authority duly given, and that he/she acknowledged said instrument in writing to be the act and deed of said entity.

WITNESS my hand and official seal.

andu otary Public

My Commission Expires:

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[NOTARIAL SEAL]



RECORDED: 02/17/2005