

02-02-2001

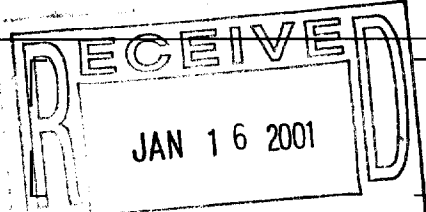


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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

1.14.01



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID#
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment  
Execution Date  
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

1356767

Execution Date  
Month Day Year  
January 8, 2001

Name

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

Address

Address   
City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached.

- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail document to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

02/01/2001 4:48PM 00000209 062228 1356767  
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TRADEMARK  
REEL: 002228 FRAME: 0782

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

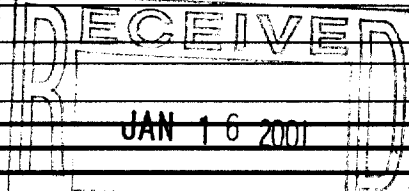
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Address

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**Correspondent Name and Address**

Area Code and Telephone Number

(212) 530-5000

Name

T. Leslie Dooley

Address (line 1)

c/o Fruit of the Loom

Address (line 2)

One Fruit of the Loom Drive

Address (line 3)

Bowling Green

Address (line 4)

Kentucky 42103

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

4

Trademark Application Number(s) or Registration Numbers(s)  Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number

[Empty text boxes]

1,356,767 [Empty text boxes]

[Empty text boxes]

[Empty text boxes]

[Empty text boxes]

[Empty text boxes]

Number of Properties

Enter the total number of properties involved:

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

Method of Payment

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

062229

Authorization to charge additional fees:

Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

T. Leslie Dooley

Name of Person Signing

Signature

01/08/01

Date Signed

## RELEASE OF SECURITY INTEREST OF TRADEMARKS

This **RELEASE OF SECURITY INTEREST OF TRADEMARKS**, dated as of January 2, 2001, by BANK OF AMERICA, N. A., a national banking association, as collateral agent (the "Collateral Agent") under that certain Security Agreement (the "Security Agreement"), dated March 10, 1999, grants a release of security interest to Leesburg Holding Company, Inc. (formerly known as Russell Hosiery Mills, Inc.) (the "Grantor") as follows:

### WITNESSETH:

**WHEREAS**, the Grantor and the Collateral Agent have entered into the Security Agreement and a Notice of Grant of Security Interest in Trademarks dated March 10, 1999 (each attached hereto in Schedule A) recorded in the U. S. Patent and Trademark Office ("PTO") on July 23, 1999, at Reel and Frame No. 1936/0202 and registered in the Canadian Intellectual Property Office ("CIPO");

**WHEREAS**, the Security Agreement assigned and granted to the Collateral Agent, for itself and on behalf of the Secured Parties as defined in the Security Agreement, a security interest in certain of the Grantor's assets, including, without limitation, those certain Trademarks and Trademark Licenses defined in the Security Agreement, which definitions are incorporated herein, and which definitions included certain Trademarks and Trademark Licenses for the mark RUSSELL and derivations in whole or in part thereof ("Russell Trademarks");

**WHEREAS**, a true and correct copy of the list of the Russell Trademarks is attached hereto as Schedule B;

**WHEREAS**, the Grantor has requested that the Collateral Agent agree to release and assign any and all interest it may have in the Russell Trademarks in exchange for the payment of the sale proceeds thereof in an amount not less than US\$975,000 (the "Sale Proceeds");

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent agrees as follows:

1. The Collateral Agent, for itself and on behalf of the Pre-Petition Secured Lenders (as defined in the Final Order Pursuant to Sections 361, 363 and 364(d)(1) of the Bankruptcy Code and Rule 4001 of the Federal Rules of Bankruptcy Procedure Providing the Pre-Petition Secured Lenders Adequate Protection with Respect to the Debtors' (i) Obtaining Secured Postpetition Financing and (ii) Authorizing the Use of Cash Collateral, Docket #184), hereby releases and assigns to Leesburg Holding Company, Inc. (formerly known as Russell Hosiery Mills, Inc.) its entire right, title and interest in all Russell Trademarks, including all goodwill symbolized thereby, connected therewith or relating thereto, and declares as null and void all liens, security interests, and other claims, including any claim of ownership, of the Collateral Agent with respect to the Russell Trademarks arising from the Security Agreement or

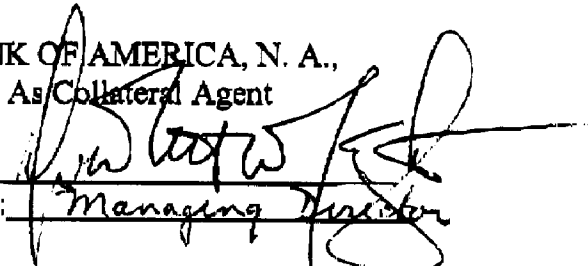
otherwise. As of the date hereof, the Collateral Agent, for itself or on behalf of the Pre-Petition Secured Lenders, shall not have any claim against, security interest in, or lien upon, the Russell Trademarks.

2. This Release of Security Interest in Trademarks has been executed and delivered by the Collateral Agent for the purpose of releasing, removing, or otherwise eliminating the security interest of the Collateral Agent and the Pre-Petition Secured Lenders in the Russell Trademarks that has been filed with the PTO and CIPO and, to the extent required, any other such offices in other countries of the world.

BANK OF AMERICA, N. A.,  
As Collateral Agent

By:

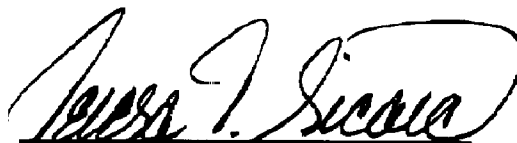
Title:

  
Managing Director

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

On this 2nd day of January, 2001, before me, a Notary Public, personally appeared Dewitt W. King III, to me known and known to me to be the of, who signed the foregoing instrument, the Release of Security Interest in Trademarks, and s/he acknowledged the same to be his/her free act and deed.

A handwritten signature in black ink, appearing to read "Dewitt W. King III", written over a horizontal line.

Notary Public

My Commission expires June 12, 2003.

**Schedule B**

**Trademark/Service Mark Registrations**

**United States**

**Registration Number**

RUSSELL NATIONAL and design

1,356,767

**Canada**

**Registration Number**

RUSSELL NATIONAL

201,607

**Licenses**