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Tab settings

To the Honorable Commissioner of Patents a.

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Leesburg Holding Company, Inc.

- Individual(s)
- General Partnership
- Corporation-State North Carolina
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: January 12, 2001

2. Name and address of receiving party(ies):

Name: Russell Corporation

Internal Address: 755 Lee Street

Street Address: 755 Lee Street

City: Alexander City State: AL ZIP: 35010

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,356,767

Additional numbers Yes No

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

Name: Linda A. Friedman

Internal Address: Bradley Arant Rose & White LLP

2001 Park Place, Suite 1400

Birmingham, AL 35203-2736

Street Address: 2001 Park Place, Suite 1400

City: Birmingham State: AL ZIP: 35203

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40.00

- Enclosed (Check # 196545)
- Authorized to be charged to deposit account

8. Deposit account number:

50-0954

DO NOT USE THIS SPACE

03/26/2001 09:48:59 00000259 1356767
01 00:48:01 40.00 DP

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.

Linda A. Friedman

Name of Person Signing

Linda Friedman

Signature

March 6, 2001

Date

Total number of pages including cover sheet, attachments, and 9

TRADEMARK

REEL: 002257 FRAME: 0868

**TRADEMARK ASSIGNMENT
AND BILL OF SALE**

THIS TRADEMARK ASSIGNMENT AND BILL OF SALE (this "Agreement") is made and entered into as of this 12th day of January, 2001, by and between Leesburg Holding Company, Inc., a North Carolina corporation, formerly known as Russell Hosiery Mills, Inc., a North Carolina corporation having an address at One Fruit of the Loom Drive, Bowling Green, Kentucky 42103-9015 ("Seller"), and Russell Corporation, an Alabama corporation having an address at 755 Lee Street, Alexander City, Alabama 35011-0272 ("Purchaser").

WITNESSETH:

WHEREAS, Seller is the owner of the trademark RUSSELL NATIONAL, which is registered as trademark number 1,356,767 in the U.S. Patent and Trademark Office, and trademark number 201,607 in the Canadian Intellectual Property Office (collectively, the "Trademarks");

WHEREAS, on December 5, 2000, Seller filed with the Secretary of State of North Carolina an amendment to its Certificate of Incorporation changing its name to Leesburg Holding Company, Inc.;

WHEREAS, pursuant to a certain Settlement Agreement and Release of all Claims, dated March 11, 1994 (the "Settlement Agreement") and Supplemental Settlement Agreement dated June 16, 1994 between Seller and Purchaser, Purchaser agreed not to use the word RUSSELL or any word confusingly similar to the word RUSSELL as a trademark in connection with socks;

WHEREAS, pursuant to the terms of the Settlement Agreement, Seller agreed to offer any trademark consisting of or including the word RUSSELL to Purchaser, in the event Seller decided to sell, assign or transfer any such trademark to an unrelated entity, where such sale, assignment or transfer was part of a larger sale; and

WHEREAS, pursuant to a certain License Agreement between Seller and Costco Companies, Inc., Costco Wholesale Corporation and The Price Company (collectively, "Licensee"), dated as of February 5, 1998 (the "License"), Seller granted a non-exclusive license to Licensee to use the word RUSSELL in connection with the manufacture, advertisement and sale of socks; and

WHEREAS, Seller has agreed to sell to Purchaser and Purchaser has agreed to purchase from Seller, Seller's entire right, title and interest in and to the Trademarks and the License, free and clear of liens, security interests and encumbrances and, to Seller's actual knowledge without further inquiry, any other adverse claims of any nature whatsoever (collectively, the "Encumbrances"), including the registrations thereof, together with the goodwill of the business symbolized by the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Seller does hereby sell, assign and transfer to Purchaser, its successors and assigns, for the purchase price of US\$975,000 in immediately available funds, all of its right, title and interest in and to the Trademarks together with any common law rights associated therewith or arising out of the use or ownership of the tradenames or service marks "Russell Hosiery" or "Russell National" ("Russell Trademarks") together with the goodwill of the business symbolized thereby, and all accrued causes of action for infringement or misappropriation thereof.
2. Seller hereby assigns to Purchaser and Purchaser hereby assumes from Seller the License, together with all obligations and rights thereunder, except as otherwise set forth in this Agreement.
3. Notwithstanding anything herein to the contrary, no other trademark, tradename, service mark or other intellectual property other than the Russell Trademarks and License, including but not limited to, the trademarks or tradenames "Fruit of the Loom" and any intellectual property or goodwill related thereto, is transferred hereunder.
4. Except as specifically set forth in this Agreement: (a) the assignment and transfer of the Russell Trademarks to Purchaser is made without any representation, warranty, guarantee or recourse against Seller of any kind whatsoever; and (b) Seller hereby disclaims all representations, warranties and guarantees, including but not limited to, any thereof implied in law.
5. Except as specifically set forth in this Agreement, Purchaser acknowledges and agrees that neither Seller nor any agent or representative of Seller has made, and Seller is not liable or bound in any manner by, any express or implied warranties, guarantees, inducements, representations or information pertaining to the Russell Trademarks or the License, or any part thereof, including, without limitation, the value of the Russell Trademarks or License or enforceability of any rights, or any other matter or thing with respect thereto.
6. Seller hereby agrees and covenants that: (a) prior to or within five (5) business days of consummation of the sale of the Russell Trademarks to Purchaser in accordance with the terms hereof (the "Closing Date"), it will file with the Secretary of State of North Carolina an amendment to its Certificate of Incorporation changing its name to a name that does not include the word "RUSSELL" or any derivative thereof; and (b) as of the Closing Date it will immediately cease and cause its affiliates to cease using the Russell Trademarks and any trade names containing the name Russell.
7. Seller hereby represents and warrants to Purchaser as of the date hereof and as of the Closing Date as follows:
 - (a) Seller is a corporation duly organized, validly existing and in good standing under the

laws of the State of North Carolina.

- (b) Seller has the requisite power, authority and legal right to execute and deliver this Agreement and to perform its obligations hereunder. Subject to entry of an order of the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") substantially in the form attached hereto as Exhibit A (the "Order"), the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action, and this Agreement has been duly and validly executed by Seller and constitutes a legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms.
- (c) There is no requirement applicable to Seller to make any filing with, or to obtain any permit, authorization, consent or approval of, any governmental or regulatory authority or any third party as a condition to the lawful consummation by Seller of the transactions contemplated hereby. The execution, delivery and performance of this Agreement by Seller and the consummation of the transactions contemplated hereby will not: (i) result in a breach of or default under or require the consent or approval of any party to any material written or oral agreement, contract or commitment of Seller; (ii) result in the creation or imposition of any lien, security interest or restriction upon the Russell Trademarks or any portion thereof; (iii) after entry of the Order, violate any provision of the articles of certificate of incorporation or bylaws of Seller; or (iv) violate any law or order relating to Seller.
- (d) To Seller's actual knowledge without further inquiry, the attached Exhibit B (the "Trademark Schedule") accurately sets forth a true and correct list and description of the registered or pending trademarks constituting the Trademarks. Seller owns the entire right, title and interest in and to the Trademarks free and clear of Encumbrances. Without limiting the foregoing, to Seller's actual knowledge without further inquiry: (i) the Trademarks listed as registered trademarks in the Trademark Schedule are owned by Seller and duly and validly registered in its name; (ii) there are no tradenames or service marks of Seller or its affiliates relating in any way to "RUSSELL NATIONAL"; (iii) there are no claims, actions or challenges of any kind threatened or pending impairing the right to use the Trademarks or the rights granted hereunder, and the Trademarks are not the subject of any third-party claims of infringement or invalidity; (iv) there are no outstanding orders, rulings, decrees, judgments or stipulations by or with any governmental authority or arbitrator impairing the right to use the Trademarks; and (v) the Seller has taken reasonable steps to prevent impairment of its rights in and to the Trademarks, and Seller has filed all appropriate renewals, extensions and affidavits of continued use or incontestability, and has paid all fees associated therewith, necessary to maintain the registered Trademarks.
- (e) There are no other trademarks (registered or unregistered) used or filed by or licensed to Seller or any of its subsidiaries or affiliates relating in any way to the Russell Trademarks.

- (f) Except for the security interest granted by Seller in favor of Bank of America, N.A. (which security interest will be released prior to the Closing Date) and the License, Seller has not assigned, pledged, encumbered, transferred, conveyed, disposed of, or terminated, in whole or in part, any of its right, title or interest in the Russell Trademarks, or granted an option with respect to any of the foregoing. Upon the Closing Date, Purchaser will have good and marketable title to all of Seller's right, title and interest in and to the Russell Trademarks and the License, free and clear of all Encumbrances.
- (g) Other than the License, Seller is not a party or otherwise bound to any agreement (whether oral or written): (i) granting any right to use the Russell Trademarks; or (ii) restricting Seller's rights to use the Russell Trademarks. The License is a valid and binding obligation of Seller and, to the knowledge of Seller, of all other parties thereto, enforceable against Seller and, to the knowledge of Seller, against all other parties thereto, in accordance with their terms, and there exists no event or condition which will result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default by Seller or, to the knowledge of Seller, by any other party thereto, under such License. Seller has not licensed or sublicensed its rights in the Russell Trademarks other than pursuant to the License. No royalties, honoraria or other fees are payable by Seller to any party for the use of or right to use the Russell Trademarks. A true, correct and complete copy of the License, including any and all amendments thereto, is attached as Exhibit C.
- (h) To Seller's actual knowledge without further inquiry, neither the Russell Trademarks nor the License interfere with, infringe upon or misappropriate any intellectual property of any third party, and Seller is not aware of any pending or unresolved charge, complaint, claim, demand or notice alleging any present interference, infringement or misappropriation with respect to the Russell Trademarks and the License, nor does Seller have actual knowledge of any basis for any such claim. To Seller's actual knowledge without further inquiry, no third party has interfered with, infringed upon or misappropriated (whether or not such use constitutes infringement) the Russell Trademarks or the License.
8. Purchaser hereby represents and warrants to Seller as of the date hereof and as of the Closing Date as follows:
- (a) Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Alabama.
- (b) Purchaser has the requisite power, authority and legal right to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action, and this Agreement has been duly and validly executed by Purchaser and constitutes a legal, valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms.

- (c) There is no requirement applicable to Purchaser to make any filing with, or to obtain any permit, authorization, consent or approval of, any governmental or regulatory authority or any third party as a condition to the lawful consummation by Purchaser of the transactions contemplated hereby. The execution, delivery and performance of this Agreement by Purchaser and the consummation of the transactions contemplated hereby will not: (i) result in a breach of or default under or require the consent or approval of any party to any material written or written or oral agreement, contract or commitment of Purchaser; (ii) violate any provision of the Articles of Incorporation or Bylaws of Purchaser; or (iii) violate any law or order relating to Purchaser.
9. Notwithstanding the assignment and transfer of the License to Purchaser, Seller shall be entitled to all license fees and other amounts paid, or due to be paid to Seller, by Licensee under the License prior to or on the date of this Agreement. Purchaser shall be entitled to all license fees and other amounts paid, or due to be paid to Purchaser, by Licensee under the License after the date of this Agreement.
10. Seller, at Purchaser's expense, agrees to execute, or cause to be executed and delivered such further documents, instruments and assurances, within thirty (30) days following the receipt of such request from Purchaser, or at such other time as the parties may agree in writing, and shall take such further action as may be reasonably necessary to carry out the intent and purpose of this Agreement, including the execution of all documents reasonably necessary or advisable to effect recording of the assignment of the Russell Trademarks and establish ownership of the Russell Trademarks in Purchaser.
11. All costs associated with the recordation of the said assignment from Seller to Purchaser (excluding Seller's professional fees in connection with this transaction) shall be borne by Purchaser.
12. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
13. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof. For as long as Fruit of the Loom, Ltd., a Cayman Islands company and Fruit of the Loom, Inc., a Delaware corporation and a direct, wholly-owned subsidiary of Fruit of the Loom, Ltd. (collectively, "Fruit of the Loom") are subject to the jurisdiction of the Bankruptcy Court, or any other court having jurisdiction over the Chapter 11 cases of Fruit of the Loom (collectively, the "Court") currently pending in the Bankruptcy Court and being jointly administered for procedural purposes as In re Fruit of the Loom, Ltd., Chapter 11 Case No. 99-04497 (PJW) from time to time, the parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the Court. After Fruit of the Loom is no longer subject to the jurisdiction of the Court, the parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and, without waiver of service, consent to the jurisdiction of the courts of the County of New York, State of New York or of the United States of America for the Southern

14. This Agreement shall be binding upon and inure to the benefit to the parties hereto and their respective successors and assigns upon the date this Agreement is executed by both the Seller and the Purchaser. However, notwithstanding anything contained herein to the contrary, Purchaser shall have no obligation to consummate the transactions contemplated under this Agreement and shall have no obligations under this Agreement unless and until:

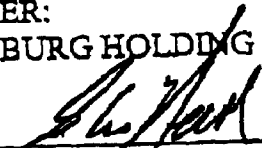
(a) the first business day following the day: (i) this Agreement has been authorized and approved by the Order; and (ii) the Order is final, no longer subject to appeal or certiorari proceeding and as to which no appeal or certiorari proceeding is pending; and

(b) Seller shall have filed with the United States Patent and Trademark Office, or such other relevant foreign trademark offices, and Purchaser shall have received documents entitled Release of Security Interest, together with any applicable recordation sheets or cover letters as required by such trademark offices, executed by Bank of America, N. A., as collateral agent (substantially in the form attached hereto as Exhibit D) of any Encumbrances on the Russell Trademarks.

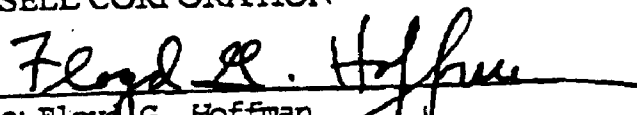
15. This Agreement represents the entire understanding between the parties with respect to the subject matter hereof and supercedes all previous representations, understandings or agreements, oral or written, between the parties and cannot be modified except by a written instrument signed by the parties hereto. Notwithstanding anything contained herein to the contrary, Sections 1, 9, 10 and 11 of the Settlement Agreement shall remain in full force and effect and are not affected hereby.

WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SELLER:
LEESBURG HOLDING COMPANY, INC.

By: 
Name: G. William Newton
Title: Senior Vice President, Finance & CFO

PURCHASER:
RUSSELL CORPORATION

By: 
Name: Floyd G. Hoffman
Title: Sr. Vice President, Corporate Development,
General Counsel and Secretary