

03-18-2002

FORM PTO-15-4

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

102019315

3-18-02
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): **Russell Corporation**

Individual(s) Association

General Partnership Limited Partnership

Corporation-State (AL) **3-18-02**

Other _____

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

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

Name: Wachovia Bank, N.A., as Collateral Agent

Internal Address: _____

Street Address: 301 South College Street

City: Charlotte State: NC ZIP: 28288

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: March 6, 2002

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State _____

Other National Banking Organization (United States)

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation 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)

Additional numbers attached? Yes No

B. Trademark Registration No.(s) See Attached Schedule B

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

Name: Robyn Greenberg, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41): \$ 315.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attached 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.

Robyn Greenberg, Esq. *Robyn Greenberg* 3/15/02

Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 10

03/19/2002 JJALL4H2 00000013 1082718

01 FC:481
02 FC:482

40.00 DP
275.00 DP

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

TRADEMARK
REEL: 002462 FRAME: 0271

TRADEMARKS

Grantor	Mark	Class	Registration Date	Registration No.
Russell Corporation	Discus	25	01/17/1978	1082718
Russell Corporation	Discus and design	25	06/24/1997	2074559
Russell Corporation	Discus Athletic and design	25	09/10/1996	1999602
Russell Corporation	Discus Athletic and design	25	05/28/1996	1976957
Russell Corporation	Discus Athletic	25	05/28/1996	1976958
Russell Corporation	Discus Athletic and design	25	07/23/1991	1651552
Russell Corporation	Sport by Discus Athletic and design	25	11/18/1997	2114356
Russell Corporation	Sport by Discus Athletic	25	11/04/1997	2110858
Russell Corporation	Discus Classic Athletic	25	03/09/1999	2230217
Russell Corporation	Discus Sport and design	25	10/12/1999	2285724
Russell Corporation	Discus Sport	25	12/08/1998	2209372
Russell Corporation	Discus Thrower design	25	02/18/1997	2039121

**NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN PATENT AND TRADEMARK RIGHTS**

THIS NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENT AND TRADEMARK RIGHTS ("Agreement"), dated as of March 6, 2002 is made by Russell Corporation, an Alabama corporation (the "Grantor"), in favor of Wachovia Bank, N.A., as Collateral Agent (the "Agent") for the Secured Parties under the Guarantee and Collateral Agreement, dated as of December 14, 2001 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

W I T N E S S E T H:

WHEREAS, the Grantor and certain of its subsidiaries are parties to the Transaction Documents (as defined in the Guarantee and Collateral Agreement), pursuant to which the Secured Parties have made extensions of credit to the Grantor and such subsidiaries;

WHEREAS, the Grantor requested that the Secured Parties agree to certain modifications to the Transaction Documents and to continue making loans and other financial accommodations available to the Grantor;

WHEREAS, in connection with the modifications made to the Transaction Documents, the Grantor and certain of its subsidiaries executed and delivered the Guarantee and Collateral Agreement to the Agent;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor granted to the Agent for the ratable benefit of the Agent and the Secured Parties a security interest in its Intellectual Property, including Patents and Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Parties to continue making loans and other financial accommodations available to the Grantor, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. This Agreement evidences and confirms the grant by the Grantor of a security interest in its Patents (including, without limitation, those items listed on Schedule A hereto), and its Trademarks (including, without limitation, those

items listed on Schedule B hereto), to the Agent for the ratable benefit of the Agent and the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest granted pursuant to the Guarantee and Collateral Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

RUSSELL CORPORATION

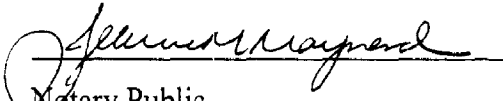
By: Christopher M. Champion
Name: Christopher M. Champion
Title: Assistant Secretary

WACHOVIA BANK, N.A., as Collateral Agent

By: _____
Name:
Title:

STATE OF GEORGIA)
) ss
COUNTY OF COBB)

On the 12th day of February, 2002, before me personally came Christopher M. Chapman who is personally known to me to be the Asst Secretary, of Russell Corporation, an Alabama corporation; who, being duly sworn, did depose and say that he is the Asst. Secretary in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

JEANNE M. MAYNARD
NOTARY PUBLIC, STATE OF GEORGIA
QUALIFIED IN FULTON COUNTY
COMMISSION EXPIRES JULY 11, 2005

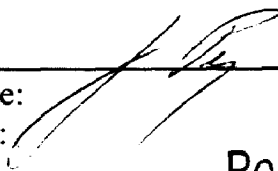
(PLACE STAMP AND SEAL ABOVE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

RUSSELL CORPORATION

By: _____
Name:
Title:

WACHOVIA BANK, N.A., as Collateral Agent

By: _____
Name:
Title:

Roger Pelz
Senior Vice President

STATE OF

) *N.C.*

) ss

COUNTY OF

) *Mecklenburg*

On the 6th day of March, 2002, before me personally came Roger Pelz, who is personally known to me to be the Senior Vice President of Wachovia Bank, N.A.; who, being duly sworn, did depose and say that he is the Senior Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

Alise H. Snow

Notary Public

(PLACE STAMP AND SEAL ABOVE)

PATENTS

Grantor	Description	Date Issued	Registration No.
Russell Corporation	Method for Inspecting, Detecting and Distinguishing Sides of Fabrics	9/5/1989	4,864,150
Russell Corporation	Method and Apparatus for Sensing the Preferred Side of Garment Portions	1/24/1989	4,799,613
Russell Corporation	Automatic Garment Portion Loader	9/15/1987	4,693,460
Russell Corporation	Automatic Garment Portion Loader	1/6/1987	4,633,604
Russell Corporation	Improved Dye Machine Festooner	10/23/01	6,305,592

PATENT APPLICATIONS

Grantor	Description	Date Filed	Application No.
Russell Corporation	Garment Portion Processing Assembly	7/20/2000	09/620,052
Russell Corporation	Bale Processing Assembly	7/21/2000	09/620,795
Russell Corporation	Pebble Fabric	4/16/2001	09/835,902

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