

07-09-2002

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

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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):

Russell Asset Management, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: 4/17/02

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation, as Administrative Agent

Address:

Street Address: 300 Galleria Parkway, Ste 800

City: Atlanta State: GA Zip: 30339

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Rhode Island
- 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

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

A. Trademark Application No.(s) See attached

B. Trademark Registration No.(s) See attached

Additional number(s) attached Yes No

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

Name: Natalie Lewis, Paralegal

Internal Address: Hunton & Williams

Street Address: 600 Peachtree Street

Suite 4100

City: Atlanta State: GA Zip: 30308

6. Total number of applications and registrations involved:

86

7. Total fee (37 CFR 3.41): \$ 2,165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

John B. Miller, Jr., Esq.

Name of Person Signing

Signature

6-27-02

Date

8

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

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

07/09/2002 BTOM11 00000176 2213930

01 FC:481
02 FC:482

40.00 #P
2125.00 #P

TRADEMARK
REEL: 2532 FRAME: 0674

MBL 7-9-02

SCHEDULE A
(Trademarks)

Russell Asset Management, Inc.
Federal Trademark Registrations

Jurisdiction	Mark	Class	Reg Date	Reg No.
USA	4C - design	25	12/29/1998	2,213,930
USA	Athletic Club	25	01/07/1997	2028087
USA	Bargain Bag	25	06/20/1995	1900754
USA	Big Foot and Design	25	07/10/1990	1605660
USA	Built to Last	25	08/01/1989	1550238
USA	Camp Creek	25	10/26/1999	2289321
USA	Castle Design	25	04/19/1994	1831412
USA	Concentric Circles and Double Ovals Design	25	03/09/1993	1756943
USA	Country Cottons	25	09/17/1985	1360689
USA	Cross Creek & ('bogey man') design	24	04/22/1997	2,054,178
USA	Cross Creek & ('bogey man') design	25	04/22/1997	2,054,179
USA	Cross Creek	25	10/07/1975	1022095
USA	DD and design (Four Old Time Football Players design)	25	08/20/1991	1654384
USA	DeSoto Outdoors and Design	25	01/19/1993	1747193
USA	Desoto Player's Club	25	01/02/1990	1575150
USA	Desoto Player's Club and design (old time football players w/words)	25	07/30/1996	1,989,417
USA	Focus Design	25	06/13/1989	1543669
USA	Get Tough	18 & 25	04/22/1997	2,055,798
USA	Get Tough R Russell Athletic	18 & 25	02/04/1997	2,035,968
USA	Golf is War Do Battle in Cross Creek and design	25	09/22/1998	2,190,594
USA	High Cotton (stylized)	25	04/24/1990	1593129
USA	Huntley of York	25	11/15/1977	1077467
USA	Jerzees	25	02/22/2000	2322101
USA	Jerzees	25	04/14/1992	1683032
USA	Jerzees Activewear Z and design	25	07/04/2000	2363671
USA	Jerzees logo	25	05/29/1984	1280293
USA	Jerzees Cotton Sweats	25	06/23/1992	1696178
USA	Jerzees World Class and design	25	07/02/1996	1983435
USA	Jerzees World Class and design	25	03/15/1994	1826428
USA	Lady Player	25	01/30/1990	1580207
USA	Design - four men in top hats	25	05/11/1999	2,245,153
USA	Participant	25	02/28/1995	1880688
USA	Performance Cushion	25	06/06/1995	1897592
USA	Performance Club	25	01/03/1995	1871967
USA	Player's Pride	25	03/01/1994	1824475
USA	Player's Performance	25	03/01/1994	1824475

Jurisdiction	Mark	Class	Reg Date	Reg No.
USA	Performance Club	25	06/06/1995	1897592
USA	Player's Pride	25	01/03/1995	1871967
USA	Player's Performance	25	03/01/1994	1824475
USA	Pro Cotton	25	05/23/1989	1540603
USA	Qualitized	25	07/24/1962	734966
USA	R logo	25	12/02/1997	2118119
USA	R logo	25	10/29/1974	996847
USA	R logo	24	12/09/1975	1026794
USA	R logo	25	11/05/1974	997505
USA	R Russell Athletic (and design)	25	12/09/1997	2120076
USA	R Russell Athletic/High Cotton	25	10/28/1986	1415076
USA	R Russell Athletic	18 & 25	11/07/1995	1932436
USA	Red Eagle Trading Co.	25	08/14/2001	2477855
USA	Red Eagle Trading Co. By Jerzees and design	25	09/04/2001	2484965
USA	Russell National & design	25	08/27/1985	1356767
USA	Softwick	24	07/10/2001	2467882
USA	Super Sweats	25	06/23/1981	1158184
USA	The Exceptional Shirt	25	05/01/1984	1276266
USA	The Experience Shows	25	09/08/1992	1713836
USA	The Golfer and Design	25	06/21/1988	1493214
USA	The Worker and Design	25	01/26/1993	1748611
USA	Three Rivers	25	09/17/1996	2001576
USA	TOURTECH	25	08/11/1998	2,180,235
USA	TRANSFORMX	25	02/26/2002	2543052
USA	Tweed Fleece	25	12/07/1999	2299072
USA	YorkTown	25	08/11/1964	775016
USA	Z CLASS	25	11/06/2001	2504093
USA	ZT	25	12/05/2000	2411447
USA	ZT and design	25	08/07/2001	2475783

Russell Asset Management, Inc.
Trademark Applications

Jurisdiction	Marks	Class	Date Filed	Serial No.
USA	R logo	25	02/27/2001	76216732
USA	C C design*	25	07/21/2000	76093889
USA	DRI POWER	25	10/29/2001	76330785
USA	HERCUFIBRE	24	05/25/2001	76263343
USA	JERZEES rectangle design	25	10/16/2001	76325996
USA	Jerzees Cazuals	25	11/13/2001	76336768
USA	Jerzees CaZuals and design	25	08/28/2000	76118145
USA	JERZEES CASUAL COMFORT	25	10/29/2001	76331289
USA	JERZEES OUTDOORS	25	07/21/2000	76093890
USA	Northern Woodsman	25	10/29/2001	76330787
USA	Performance Pique	25	06/05/2001	76266784
USA	RUSSELL	25	08/18/2000	76112386
USA	Russell Athletic	25, 28	02/27/2001	76216841
USA	Russell Athletic Power	25	10/29/2001	76330768
USA	The Radiator	25	10/16/2000	76148492
USA	Storm Power	25	10/29/2001	76330765
USA	Stretch Power	25	10/29/2001	76330789
USA	THERMA POWER	25	10/29/2001	76330788
USA	UltraStretch In the name of Rhyne Packaging Company	25	01/16/2001	76194044
USA	Vintage Varsity	25	10/29/2001	76330770
USA	Z and Diamond design	35	02/16/2001	76214510
USA	Z and Diamond design	25	02/16/2001	76214511

* Sara Lee has filed an opposition action with the PTO to this application citing certain Champion trademarks.

SECURITY AGREEMENT
(Russell Asset Management, Inc. -- Trademarks)

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

WHEREAS, RUSSELL ASSET MANAGEMENT, INC., a Delaware corporation (the "Assignor"), has adopted, used and is using marks which are the subject of registrations or pending applications in the United States Patent and Trademark Office as set forth on **Schedule A** (collectively, the "Trademarks");

WHEREAS, the Assignor is the sole owner of the entire right, title and interest in and to the Trademarks and the goodwill of the business symbolized by the Trademarks and the registrations thereof;

WHEREAS, the Assignor has entered into 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), between the Assignor 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, on the date hereof, 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 "Trademark Collateral"):

(a) the Trademarks and any other trademarks (including service marks), trade names and trade styles and the registrations and applications for registration thereof of which Assignor is the sole and exclusive owner and the goodwill of the business symbolized by the foregoing trademarks;

(b) licenses of the foregoing, whether as licensee or licensor;

(c) renewals thereof;

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

(e) rights to sue for past, present and future infringements thereof, including the right to settle suits involving claims and demands for royalties owing;

(f) all rights corresponding to any of the foregoing throughout the world;

(g) all proceeds of and accessions to any and all of the foregoing, to secure the payment and performance of the Secured Obligations (as defined in the Loan Agreement); and

WHEREAS, the Assignor is required under the Loan Agreement to grant to the Lender, a continuing security interest in, and a continuing lien on, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign and grant to the Administrative Agent, on behalf of the Lenders, a continuing security interest in and a continuing lien on, the Trademark 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 Trademark 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 couple 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 April 18, 2002.

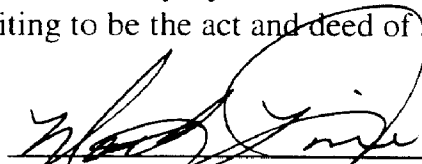
RUSSELL ASSET MANAGEMENT, INC.

[Corporate Seal]

By: Steve R. Forehand
Steve R. Forehand
President

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On this 18th day of April, 2002 before me personally came Steve H. Forehand to me known, who, being by me duly sworn, did depose and say that he/she is President of Russell Asset Management, Inc., that he/she signed the foregoing instrument on behalf of said entity by his/her authority duly given, and that he/she acknowledged said instrument in writing to be the act and deed of said entity.



Notary Public

My Commission Expires: 9-12-03

