

07-09-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

MRD 7-9-02

1. Name of conveying party(ies):
 Russell Corporation

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

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

2. Name and address of receiving party(ies)
 Name: Fleet Capital Corporation, as Administrative Agent
 Internal 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 4/18/02

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: 12

7. Total fee (37 CFR 3.41) \$ 315.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature:
 John B. Miller, Jr., Esq.  6-27-02
 Name of Person Signing Signature Date

14

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 6TON11 00000175 1082718

01 FC:481 02 FC:482

40.00 OP 275.00 OP

TRADEMARK REEL: 002540 FRAME: 0094

SCHEDULE A
(Trademarks)

Russell Corporation
Trademark Registrations

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

SECURITY AGREEMENT
(Russell Corporation -- Trademarks)

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

WHEREAS, RUSSELL CORPORATION, an Alabama 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 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 April 18, 2002.

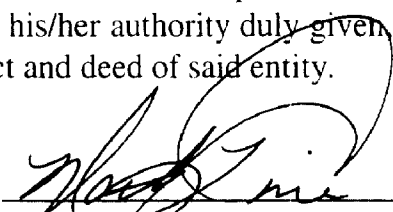
RUSSELL CORPORATION

[Corporate Seal]

By: 
Robert D. Martin
Senior Vice President and Chief Financial Officer

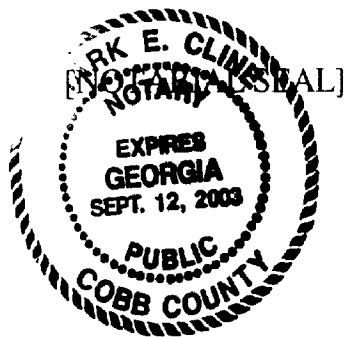
STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On this 18th day of April, 2002 before me personally came Robert A. Martin to me known, who, being by me duly sworn, did depose and say that he/she is Vice Pres. & CEO of Russell Corporation, 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



TRADEMARK LICENSES

LICENSES WHERE A BORROWER IS LICENSOR:

AB COMPETITION AGREEMENT
BRILLIANCE ELEMENT LICENSE AGREEMENT
D'LIGHT NV AGREEMENT
ESSENCE GMBH AGREEMENT
HIDARY LICENSE AGREEMENT
KEN TRADE SRL AGREEMENT
MINT APPAREL LIMITED AGREEMENT
SIBNERHEGNER LIMITED LICENSE AGREEMENT
TWINS A/S AGREEMENT
UNIVERSAL-EXES OY AGREEMENT
FROS INTERNATIONAL B.V. AGREEMENT
RINTEL PROPERTIES, INC. AGREEMENT (Russell Asset Management, Inc. licenses to RINTEL Properties, Inc.)
RINTEL PROPERTIES, INC. AGREEMENTS (RINTEL Properties, Inc. sublicenses to Russell Corporation, DeSoto Mills, Inc. and Cross Creek Apparel, LLC)

LICENSES WHERE A BORROWER IS LICENSEE:

RINTEL PROPERTIES, INC. AGREEMENTS (RINTEL Properties, Inc. sublicenses to Russell Corporation, DeSoto Mills, Inc. and Cross Creek Apparel, LLC)
AFL LICENSE AGREEMENT
BASS LICENSE & SPONSORSHIP AGREEMENT
CHARTER FABRICS LICENSE
CROSSBOW PRIVATE LABEL MERCHANDISE AGREEMENT
FAB-CON MACHINERY DEVELOPMENT CORP.
HAAS OUTDOORS, INC. MOSSY OAK LICENSE AGREEMENTS
MAJOR LEAGUE BASEBALL PROPERTIES, INC.
MAJOR LEAGUE BASEBALL PLAYERS ASSOCIATION, INC.
MALDEN MILLS LICENSE AGREEMENT
MINOR LEAGUE BASEBALL ON-FIELD LICENSE AGREEMENT
TUBULAR TEXTILE, LLC
WOODWAY USA, INC. LICENSE AGREEMENT
AIR FORCE UNIVERSITY
AKRON, U/
ALABAMA A&M UNIVERSITY
ALABAMA, U/
ALABAMA – BIRMINGHAM, U/
ALABAMA - HUNTSVILLE, U/
ALABAMA STATE UNIVERSITY
ALASKA – FAIRBANKS, U/

AMERICAN UNIVERSITY
APPALACHIAN STATE
ARIZONA, U/
ARIZONA STATE UNIVERSITY
ARKANSAS, U/
ARKANSAS, U/ - PINE BLUFF
ARKANSAS STATE UNIVERSITY
ASHLAND UNIVERSITY
ARMY - US MILITARY ACADEMY
AUBURN UNIVERSITY
BALL STATE UNIVERSITY
BAYLOR UNIVERSITY
BEMIDJI STATE UNIVERSITY
BOISE STATE UNIVERSITY
BOSTON COLLEGE
BOSTON UNIVERSITY
BOWLING GREEN STATE UNIV.
BRADLEY UNIVERSITY
BRIGHAM YOUNG
BROWN UNIVERSITY
BUTLER UNIVERSITY
CALIFORNIA- BERKELEY, U/
CALIFORNIA - DAVIS, U/
CALIFORNIA - LOS ANGELES, U/
CALIFORNIA-SANTA BARBARA, U/
CAL STATE CHICAGO
CAL STATE FULLERTON

CAL STATE NORTHRIDGE
CAL STATE SACRAMENTO
CAL STATE SAN MARCOS
CALIFORNIA U-PENNSYLVANIA
CANISIUS COLLEGE
CENTRAL FLORIDA
CENTRAL MICHIGAN UNIV.
CENTRAL MISSOURI ST UNIV.
CENTRAL WASHINGTON
CINCINNATI, U/
CITADEL UNIVERSITY
CLARION
CLEMSON UNIVERSITY
COLGATE UNIVERSITY
COLLEGE OF CHARLESTON
COLORADO SCHOOL OF MINES
COLORADO STATE
COLORADO, U/
COLUMBIA UNIVERSITY
CONNECTICUT, U/
CORNELL UNIVERSITY
CREIGHTON UNIVERSITY
DAYTON, U/
DENISON UNIVERSITY
DETROIT MERCY, U/
DRAKE UNIVERSITY
DREXEL UNIVERSITY
DUKE UNIVERSITY
EAST CAROLINA UNIVERSITY
EAST TENNESSEE ST UNIV.
EASTERN KENTUCKY UNIV.
EASTERN ILLINOIS UNIVERSITY
EASTERN MICHIGAN UNIVERSITY
EMPORIA STATE UNIVERSITY
EVANSVILLE, U/
FAIRLEIGH DICKINSON UNIV.
FERRIS STATE UNIVERSITY
FLORIDA, U/
FLORIDA A&M
FLORIDA ATLANTIC UNIVERSITY
FLORIDA GULF COAST UNIVERSITY
FLORIDA STATE UNIVERSITY
FORT HAYS STATE UNIVERSITY
FRESNO STATE UNIVERSITY

GEORGE MASON UNIVERSITY
GEORGE WASHINGTON UNIVERSITY
GEORGIA , U/
GEORGIA COLLEGE AND STATE
GEORGIA STATE UNIVERSITY
GEORGIA SOUTHERN UNIVERSITY
GEORGIA TECH
GEORGETOWN UNIVERSITY
GRAMBLING STATE UNIVERSITY
HARTFORD, U/
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HOUSTON UNIVERSITY
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IDAHO STATE UNIVERSITY
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INDIANA UNIV-PENNSYLVANIA
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JACKSON STATE UNIVERSITY
JACKSONVILLE ST UNIV.
JAMES MADISON UNIVERSITY
KANSAS, U/
KANSAS STATE UNIVERSITY
KENTUCKY, U/
KENT STATE
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LOUISIANA-LAFAYETTE, U/
LOUISIANA ST UNIV.
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LOYOLA UNIVERSITY CHICAGO
MAINE, U/
MANHATANVILLE COLLEGE
MARSHALL U/ MARSHALL GRAD
MARYLAND, U/
MASSACHUSETTS - AMHERST, U/
MEMPHIS, U/
MERCER UNIVERSITY
MIAMI, U/
MIAMI UNIVERSITY - OHIO
MICHIGAN, U/
MICHIGAN STATE UNIVERSITY
MIDDLE TENNESSEE ST UNIV.

MINNESOTA STATE U- MANKATO
MISSISSIPPI, U/
MISSISSIPPI STATE UNIVERSITY
MISSOURI, U/
MISSOURI -KANSAS CITY, U/
MONTANA , U/
MONTANA STATE UNIVERSITY
MONTCLAIR STATE
MOREHEAD STATE UNIVERSITY
MORGAN STATE UNIVERSITY
U.S NAVAL ACADEMY
NEBRASKA, U/
NEBRASKA KEARNEY, U/
NEVADA, U/
NEVADA LAS VEGAS (UNLV)
NEW HAMPSHIRE, U/
NEW MEXICO, U/
NEW MEXICO ST UNIV.
NEW ORLEANS, U/
NEW YORK STATE
NEW YORK UNIV
NIAGRA UNIVERSITY
NORFOLK STATE UNIVERSITY
NORTH CAROLINA A&T
NORTH CAROLINA(UNC) CH. HILL
NO. CAROLINA- GREENSBORO
NORTH CAROLINA CENTRAL
NORTH CAROLINA CHARLOTTE
NO. CAROLINA ST. UNIV.
NO. CAROLINA- WILMINGTON
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NORTH FLORIDA, U/
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NORTH TEXAS UNIVERSITY
NORTHERN ARIZONA
NORTHERN ILLINOIS UNIV.
NORTHERN IOWA, U/
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NOTRE DAME
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ORAL ROBERTS UNIVERSITY

U/ OREGON
ORERGON STATE UNIVERSITY
PACIFIC, U/
PENNSYLVANIA, U/
PENN STATE UNIVERSITY
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PITTSBURGH, U/
PITTSBURG STATE UNIVERSITY
PORTLAND STATE UNIVERSITY
PRAIRIE VIEW A&M UNIVERSITY
PRINCETON UNIVERSITY
PURDUE UNIVERSITY
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SAN FRANCISCO, U/
SAN FRANCISCO STATE
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SANTA CLARA UNIVERSITY
SETON HALL UNIVERSITY
SHIPPENSBURG UNIVERSITY
SLIPPERY ROCK-PENN, U/
SOUTH ALABAMA, U/
SOUTH CAROLINA, U/
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SOUTHERN ILLINOIS UNIV.
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SOUTHERN MISSISSIPPI, U/
SOUTHERN UTAH
SPELMAN COLLEGE
ST. BOVAVENTURE UNIVERSITY
ST. CLOUD STATE
ST. JOHN'S UNIVERSITY
STANFORD UNIVERSITY
SUNY AT ALBANY
SUNY BUFFALO-BUFFALO MED
SYRACUSE UNIVERSITY
TENNESSEE. U/

TENNESSEE, MARTIN U/
TENNESSEE, CHATTANOOGA U/
TENNESSEE, MEMPHIS U/
TENNESSEE STATE UNIVERSITY
TENNESSEE TECH UNIVERSITY
TEXAS, U/
TEXAS ARLINGTON UNIVERSITY
TEXAS A&M UNIVERSITY
TEXAS A&M INTERNATIONAL UNIVERSITY
TEXAS CHRISTIAN UNIVERSITY
TEXAS TECH UNIVERSITY
TEXAS SOUTHERN UNIVERSITY
TOLEDO, U/
TRUMAN STATE UNIVERSITY
TULANE UNIVERSITY
TULSA, U/
UTAH STATE UNIVERSITY
UTAH, U/
VALPARAISO UNIVERSITY
VANDERBILT UNIVERSITY
VILLANOVA
VIRGINIA, U/
VIRGINIA COMMONWEALTH UNI.
VIRGINIA STATE UNIVERSITY
WAKE FOREST UNIVERSITY
WASHINGTON, U/
WASHINGTON UNIV.-ST LOUIS
WASHINGTON STATE UNIV.
WAYNE STATE UNIVERSITY
WEBER STATE UNIVERSITY
WEST FLORIDA UNIVERSITY
WEST VIRGINIA STATE
WEST VIRGINIA UNIVERSITY
WESTERN ILLINOIS UNIV.
WESTERN KENTUCKY UNIV.
WESTERN MICHIGAN
WESTERN STATE COLLEGE OF COLORADO
WESTERN WASHINGTON UNIVERSITY
WILLIAM & MARY, COLLEGE OF
WINTHROP UNIVERSITY
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WISCONSIN, U/ - MILWAUKEE
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WISCONSIN, U/ - RIVER FALLS

WISCONSIN, U/ - STEVENS POINT
WISCONSIN, U/ -STOUT
WISCONSIN, U/ - WHITEWATER
WOFFORD COLLEGE
WRIGHT STATE UNIVERSITY
WYOMING, U/
XAVIER UNIVERSITY
YALE UNIVERSITY
YOUNGSTOWN STATE UNIV.