

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Haas Outdoors, Inc.		06/10/2004	CORPORATION: MISSISSIPPI

RECEIVING PARTY DATA	
Name:	Russell Asset Management, Inc.
Street Address:	300 Delaware Avenue
Internal Address:	Suite 1271
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2373765	QT RAIN TAMER

CORRESPONDENCE DATA	
Fax Number:	(678)742-8514
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	678-742-8638
Email:	parsonbrittpaige@russellcorp.com
Correspondent Name:	Paige Y. Parson Britt
Address Line 1:	3330 Cumberland Boulevard
Address Line 2:	Suite 800
Address Line 4:	Atlanta, GEORGIA 30339

ATTORNEY DOCKET NUMBER:	TM QT RAIN TAMER/MOSSY OAK
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NAME OF SUBMITTER:	Paige Y. Parson Britt
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Total Attachments: 3
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CH \$40.00 2373765

Trademark Assignment Agreement

This Agreement is by and between HAAS OUTDOORS, INC., a Mississippi corporation, having a place of business located at 200 East Main Street, West Point, Mississippi 39773 ("Assignor") and RUSSELL ASSET MANAGEMENT, INC., a Delaware corporation, having a principal place of business located at 300 Delaware Avenue, Suite 1271 Wilmington, Delaware 19801 ("Assignee").

WHEREAS, Assignor is the owner of the trademark referenced in Exhibit A attached hereto, however rendered, including all rights, title, interest and goodwill therein (the "Trademark"); and

WHEREAS, Assignee, wishes to acquire the entire worldwide rights, title, and interest in the Trademark, along with all goodwill therein and Assignor wishes to assign all such rights, title and interest to Assignee.

NOW, THEREFORE, the parties agree as follows:

1. **Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark, along with all goodwill of the business in connection with which the Trademark are used. Assignor further irrevocably assigns to Assignee all rights, title, and interest that Assignor may have in any particular stylization or rendering of the Trademark, including all rights of copyright in and to the designs developed for use with the Trademark.

2. **Representations and Warranties.** Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all rights, title and interest, including all intellectual property rights, in the Trademark;
- (c) The Trademark are free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark do not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

Assignor agrees to indemnify and hold harmless Assignee from and against any and all claims, demands, lawsuits, judgments, penalties, actions, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) attributable to the breach of any of the representation and warranties of Assignor set forth in this Agreement.

3. **Attorney's Fees.** Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party

prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

4. **Entire Agreement.** This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

5. **Amendment.** This Agreement may be amended only by a writing signed by both parties.

6. **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

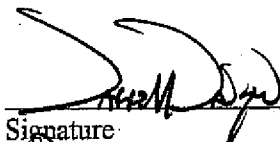
7. **Agreement to Perform Necessary Acts.** Both parties agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement; to confirm, effect, enable, or evidence the assignment herein and the full enjoyment by Assignee of the rights, title, and interest transferred herein; and to effect recordal of any assignment to and ownership by Assignee of any registered Trademark. Assignor agrees that it shall not adopt any mark, logo, device, or image that is similar to, calls to mind, infringes, or may dilute the Trademark or any intellectual property rights therein.

8. **Governing Law.** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

HAAS OUTDOORS, INC.

RUSSELL ASSET MANAGEMENT, INC.


Signature

Darrell Origre
Name

EUP
Title

Date: June 10, 2004


Signature

Christopher M. Champion
Name

Vice President
Title

Date: 6/23/04

TRADEMARK

REEL: 002880 FRAME: 0368

Exhibit A

Trademark

U.S. Registration No.

QT RAINTAMER

2,373,765

TRADEMARK

RECORDED: 06/28/2004

REEL: 002880 FRAME: 0369