Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Russell Asset Management, Inc.		06/24/2004	CORPORATION: DELAWARE
Russell Corporation		06/24/2004	CORPORATION: ALABAMA

RECEIVING PARTY DATA

Name:	Russell Asset Management, Inc.	
Street Address:	300 Delaware Avenue	
Internal Address:	Suite 900	
City:	Wilmington	
State/Country:	DELAWARE	
Postal Code:	19801	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1462965	AAI
Registration Number:	2245447	AMERICAN ACE
Registration Number:	1854729	AMERICAN ATHLETIC, INC.
Registration Number:	2444169	A
Registration Number:	1454494	FUTURE FORCE
Registration Number:	1775341	SET-N-SPIKE
Registration Number:	1152535	SLAM-DUNK
Registration Number:	1849979	Z MAT
Serial Number:	78278202	KIDZ GYM
Serial Number:	78329987	AAI
Serial Number:	78329950	E-Z ROLL
Serial Number:	78284423	TANGO ROCK

CORRESPONDENCE DATA

TRADEMARK REEL: 002885 FRAME: 0583 146296

Fax Number: (678)742-8514

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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

NAME OF SUBMITTER:

Paige Y. Parson Britt

Total Attachments: 8

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TRADEMARK REEL: 002885 FRAME: 0584

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "<u>Assignment</u>") is made as of June 24, 2004, by and between Russell Corporation, an Alabama corporation, ("<u>Assignor</u>"), and Russell Asset Management, Inc., a Delaware corporation ("<u>Assignee</u>").

WHEREAS, Assignor is the owner of the patents and patent applications identified on <u>Schedule A</u> attached hereto, including the improvements and inventions disclosed therein, (the "Patents and Patent Applications"), which it desires to assign to Assignee;

WHEREAS, Assignor is the owner of (i) the trademarks, including the trademark registrations and applications therefore, identified on <u>Schedule B</u> attached hereto, (the "Trademarks"), and (ii) the good will of the business in connection with which the Trademarks are used as intended to be used and which is associated with and symbolized by the Trademarks, both of which it desires to assign to Assignee; and

WHEREAS, Assignee desires to accept such assignment of the Patents and Patent Applications and the Trademarks, including the goodwill thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment of Patents and Patent Applications. Assignor assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives all of Assignor's right, title and interest in and to the Patents and Patent Applications, including any provisional rights therein, in and to the improvements and inventions disclosed in said Patents and Patent Applications throughout the world, in and to any U.S. or foreign application or applications corresponding to said Patents and Patent Applications or claiming said improvements and inventions, in whole or in part, and in and to all divisions, reexaminations, reissues, substitutions, continuations, continuations-in-part and extensions thereof, including without limitation the right to file applications and to obtain patents, utility models, industrial models and designs for said improvements and inventions in its own name throughout the world, all rights of priority under the terms of any applicable conventions, treaties, statutes, or regulations, all rights to publish cautionary notices reserving ownership of said inventions, all rights to register said inventions in appropriate registries and all rights to sue for and seek remedies against past, present and future infringements of any or all of the foregoing under the laws of any jurisdiction worldwide, free and clear of all liens, claims, security interests, and other encumbrances. Assignor authorizes and requests the Commissioner for Patents to issue all patents on said applications or applications resulting therefrom in the United States of America to said Assignee, as assignee of the entire interest.

Assignor agrees that it will communicate to said Assignee or its representatives any facts known to it respecting said improvements and inventions, and, at Assignee's expense, testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing, reissue and other applications, make all assignments and rightful oaths and generally do everything possible to aid said Assignee, its successors, assigns and nominees to obtain and enforce proper protection for

TRADEMARK REEL: 002885 FRAME: 0585 said improvements and inventions in all countries, and asserts that it will not execute any agreements inconsistent therewith.

2. Assignment of Trademarks. Assignor assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives all of Assignor's right, title and interest in and to the Trademarks, including the registrations and registration applications therefore and all common law rights therein, together with the goodwill of the business symbolized thereby, and including without limitation Assignor's right to sue for and seek remedies against past, present and future infringements of any or all of the foregoing and rights of priority and protection of interests therein under the laws of any jurisdiction, free and clear of all liens, claims, security interests, and other encumbrances.

Assignor agrees that it will execute and deliver to Assignee any documents necessary to complete the timely transfer of the Trademarks to Assignee.

- 3. <u>Governing Law.</u> This Assignment shall be governed by and construed in accordance with the laws of the United States of America and of the State of Georgia.
- 4. <u>Successors and Assigns</u>. This Assignment shall inure to the benefit of and be binding on the successors and assigns of both parties.

[signatures on the following pages]

Executed this 24th day of June, 2004.

RUSSELL CORPORATION

By: Name:

Christopher M. Champion

Title: Address:

Assistant Secretary Russell Corporation

3330 Cumberland Boulevard, Suite 800

Atlanta, Georgia 30339

STATE OF GEORGIA COUNTY OF COBB

On this 24th day of June, 2004, before me, a Notary Public in and for the State and County foresaid, personally appeared Christopher M. Champion known by me to be the person above named and an officer of Russell Corporation, duly authorized to execute this Assignment Agreement on behalf of Russell Corporation, who signed and executed the foregoing instrument on behalf of Russell Corporation.

Notary Public:

My Commission Expires: 15/2008

DEBBIE R. LEE Notary Public Cobb County State of Georgia

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RUSSELL ASSET MANAGEMENT, INC.

By:

Name: Title:

Address:

Christopher M. Champion

Vice President and Secretary Russell Asset Management, Inc.

300 Delaware Avenue, Suite 900 Wilmington, Delaware 19801

STATE OF GEORGIA COUNTY OF COBB

On this 24th day of June, 2004, before me, a Notary Public in and for the State and County foresaid, personally appeared Christopher M. Champion known by me to be the person above named and an officer of Russell Asset Management, Inc., duly authorized to execute this Assignment Agreement on behalf of Russell Asset Management, Inc., who signed and executed the foregoing instrument on behalf of Russell Asset Management, Inc.

Notary Public:

My Commission Expires: 6-15-2008

DEBBIE R. LEE **Notary Public** Cobb County State of Georgia My Commission Expires Jun 15, 2008

Schedule B

Trademarks

AAI & Design

Reg. Date: 10/27/1987 REG#: 1,462,965 United States

American Ace

Reg. Date: 5/18/1999 REG#: 2,245,447 United States

American Athletic, Inc. Reg. Date: 9/20/1994 REG#: 1,854,729 United States

Design Trademarks (a "swish" design)

Reg. Date: 4/17/2001 REG#: 2,444,169 United States

Future Force

Reg. Date: 8/25/1987 REG#: 1,454,494 United States

Set-N-Spike

Reg. Date: 6/8/1993 REG#: 1,775,341 United States

Slam-Dunk

Reg. Date: 4/28/1981 REG#: 1,152,535 United States

Z Mat

Reg. Date: 8/16/1994 REG#: 1,849,979 United States Kidz Gym Filed 7/24/2003 Serial No. 78/278,202 United States

AAI Filed 11/19/2003 Serial No. 78/329,987 United States

E-Z Roll Filed 11/19/2003 Serial No. 78/329,950 United States

Tango Rock Filed 9/7/2003 Serial No. 78/284,423 United States

Schedule A

Patents and Patent Applications

Ball Pitching Machine Issued 12/8/1998 REG#: D402,324 United States

Balance Beam with Reflex Mechanism Issued 4/30/1990 REG#: 5,037,086 United States

Balance Beam Issued 6/20/2000 REG#: 6,077,195 United States

Balance Beam Issued 3/23/1999 REG#: 5,885,189 United States

Volleyball Antenna Clamps Issued 2/24/1998 REG#: D391,152 United States

Volleyball Net Clamps Issued 9/21/1999 REG#: 5,954,308 United States

Breakaway Basketball Rim Assembly Issued 2/10/1998 REG#: 5,716,294 United States

Breakaway Basketball Rim Assembly Issued 6/27/2000 REG#: 6,080,071 United States

TRADEMARK
REEL: 002885 FRAME: 0591

Gymnastic Bar and Method of Making the Same

Issued 11/5/2002 REG#: 6,475,118 United States

Vaulting Horse Training Pad Issued 4/24/1998 REG#: D426,608 United States

Leg Assembly for Balance Beam Issued 9/21/1999 REG#: 6,168,549 United States

Stabilizer Apparatus for Gymnastic Bar Assemblies Issued 11/14/2000 REG#: 6,336,892 United States

Breakaway Basketball Rim Assembly Issued 5/8/2001 REG#: 6,447,409 United States

Portable Basketball Unit Filed 8/22/2001 Serial #: 09/934,728 United States

Ridge Fold Divider Curtain Issued 12/16/2003 REG#: 6,662,847 United States

RECORDED: 07/06/2004