

**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
Jagged Edge Mountain Gear, Inc.		01/09/2003	CORPORATION: COLORADO

RECEIVING PARTY DATA	
Name:	Russell Asset Management, Inc.
Street Address:	103 Foulk Road
Internal Address:	Suite 101
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19803
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2161253	JAGGED EDGE MOUNTAIN GEAR

CORRESPONDENCE DATA	
Fax Number:	(256)500-9461
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	678-742-8976
Email:	thomasveronica@russellcorp.com
Correspondent Name:	Jeanne M. Maynard, Senior Paralegal
Address Line 1:	3330 Cumberland Boulevard
Address Line 2:	8th floor
Address Line 4:	Atlanta, GEORGIA 30339

ATTORNEY DOCKET NUMBER:	TBA
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NAME OF SUBMITTER:	Jeanne M. Maynard
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Total Attachments: 6  
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## Trademark Assignment Agreement

This Trademark Assignment Agreement (the "Agreement") is by and between Jagged Edge Mountain Gear, Inc., a Colorado corporation having a place of business located at 55 East 100 South, Moab, Utah 84532, being a debtor and debtor-in-possession ("Assignor"), and Russell Asset Management, Inc., a Delaware corporation, having a principal place of business located at 300 Delaware Avenue, Suite 1271 Wilmington, DE 19801 ("Assignee").

**WHEREAS**, Assignor and Assignee have executed and delivered that certain Asset Purchase Agreement, dated as of November 20, 2002 (the "Purchase Agreement"), in which Assignor agreed to transfer to Assignee all of Assignor's interest in any trademark, service mark or trade name used in connection with or associated with the business represented by the assets transferred under the Purchase Agreement;

**WHEREAS**, Assignor owns all rights in and to the trademarks JAGGED EDGE and JAGGED EDGE MOUNTAIN GEAR, however rendered, as used in connection with apparel or related items (including all right, title, and interest in and to (1) the marks under common law or state statutory law, and (2) federal trademark Registration No. 2161253 as more particularly shown on Exhibit A hereto), along with all goodwill of the business related thereto (the "Trademark"); and

**WHEREAS**, Assignor is a debtor and debtor-in-possession in proceedings pending under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Colorado (the "Bankruptcy Court");

**WHEREAS**, pursuant to Orders entered by the Bankruptcy Court on January 2, 2003, the Bankruptcy Court has authorized and approved the Purchase Agreement and the transactions contemplated therein and in this Agreement, and has authorized and directed the Assignor to make the assignment set forth herein;

**WHEREAS**, Assignee, desires to acquire all rights, title, and interest in the Trademark, along with all goodwill of the business related thereto.

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor does hereby irrevocably assign, transfer and convey unto Assignee, its successors, assigns, and legal representatives, all right, title and interest in and to the Trademark, including all registrations and applications for registration thereof, together with the goodwill of the business symbolized by the Trademark, and including any and all claims, causes of action or rights to sue for any relief and recover all damages or dilution for past or future infringement or dilution thereof, including all rights as opponents in any opposition or cancellation proceeding throughout the world. Assignor further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers or documents necessary to perfect such right, title, and interest in Assignee, its successors, assigns, and legal representatives.

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 and any renderings thereof that previously have been used by Assignor or its predecessors or representatives;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses that are not expressly discharged by the proceedings of the Bankruptcy Court;
- (d) The Trademark does 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 that are not expressly discharged by the proceedings of the Bankruptcy Court;
- (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.

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 the assignment to and ownership by Assignee of the Trademark and the Registration Number 2161253. 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 in the Trademark or any renderings thereof that previously have been used by Assignor or its predecessors or representatives.

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 Alabama.

(signature pages follow)

IN WITNESS HEREOF, Assignor has caused this Trademark Assignment Agreement to be executed by a duly authorized corporate officer and Assignee hereby consents to and accepts this Trademark Assignment Agreement and has caused it to be executed by a duly authorized corporate officer to be effective as of January 8, 2003.

JAGGED EDGE MOUNTAIN GEAR, INC.

By: Margaret Quenemoen

Name: Margaret Quenemoen

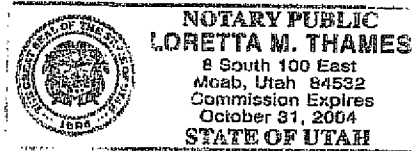
Title: President + CEO

State of Utah  
County of Grand

On this 9 day of January, 2003, before me, a Notary Public in and for the State of Utah and the aforesaid County, personally appeared Margaret Quenemoen known by me to be the person of the above name and an officer of Jagged Edge Mountain Gear, Inc., duly authorized to execute this Trademark Assignment Agreement on behalf of Jagged Edge Mountain Gear, Inc., who signed and executed the foregoing instrument on behalf of Jagged Edge Mountain Gear, Inc.

Loretta M. Thames  
Notary Public

[SEAL]



My Commission Expires: 10-31-04

RUSSELL ASSET MANAGEMENT, INC.

By: CM Champion

Name: Christopher M. Champion

Title: Vice President

State of Georgia

County of Cobb

On this 10 day of January, 2003, before me, a Notary Public in and for the State of Georgia and the aforesaid County, personally appeared Christopher M. Champion known by me to be the person of the above name and an officer of Russell Asset Management, Inc., duly authorized to execute this Trademark Assignment Agreement on behalf of Russell Asset Management, Inc., who signed and executed the foregoing instrument on behalf of Russell Asset Management, Inc.

Jeanne M. Maynard  
Notary Public

[SEAL]

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

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**TRADEMARK**

**Trademark:**



**Registration No.:** 2161253  
**Registration Date:** June 2, 1998  
**International Class:** 25  
**Good and Services:** Clothing for adults and children, namely jackets, vests, sweaters, tights, pants, shorts, hats, headbands, pullovers and bodysuits