

TRADEMARK ASSIGNMENT

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
Western Promotional Sportswear, Inc.		03/23/2005	CORPORATION: UTAH
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:	2310274	TRUE TO THE GAME	
CORRESPONDENCE DATA			
Fax Number:	(256)500-9461		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(678)742-8000		
Email:	thomasveronica@russellcorp.com		
Correspondent Name:	Jeanne Maynard		
Address Line 1:	3330 Cumberland Boulevard		
Address Line 2:	Suite 800		
Address Line 4:	Atlanta, GEORGIA 30339		
NAME OF SUBMITTER:	Veronica T. Thomas		
Signature:	/vthomas/		
Date:	04/05/2005		

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TRADEMARK

Total Attachments: 5

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**ASSIGNMENT OF TRADEMARK REGISTRATION
WITH LICENSE-BACK OF TRADEMARK RIGHTS**

WHEREAS, WESTERN PROMOTIONAL SPORTSWEAR, INC., a Utah Corporation, having an address of 2294 Mountain Vista Lane, Provo, UT 84606, (hereinafter "WESTERN") has adopted, used, and is using the mark TRUE TO THE GAME, which is registered in the United States Patent and Trademark Office, on the Principal Register, Registration No.: 2,310,274, dated January 25, 2000 (hereinafter "the Mark");

WHEREAS, RUSSELL ASSET MANAGEMENT, INC., a Delaware corporation, having an address of Brandywine Plaza, Suite 101, 103 Foulk Road, Wilmington, DE 19803 (hereinafter "RUSSELL") is desirous of acquiring ownership of the Mark and the registration thereof;

WHEREAS, WESTERN desires to obtain a license from RUSSELL upon assignment of the Mark to use the Mark solely in connection with clothing; and

NOW, THEREFORE, for good and valuable consideration and the mutual promises hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by RUSSELL and WESTERN, the parties agree as follows:

1. Term

Subject to the provisions of Article 8 herein, this Agreement shall continue in force for two (2) years from the date of execution of the Agreement (hereinafter "Effective Date"), and will not be renewed. This Agreement will terminate upon expiration of the term.

2. Warranty and Assignment by WESTERN

2.1 WESTERN hereby represents and warrants that it is the owner of the entire right, title, and interest in and to the subject Mark, that its ownership is free and clear of any liens or other encumbrances to said ownership, and that it has the right to enter this Agreement.

2.2 For good and valuable consideration, receipt of which is hereby acknowledged, WESTERN does hereby assign to RUSSELL all right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark, and the above-identified registration thereof.



2.3 This Agreement may not be assigned or transferred by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

3. Grant of License

Subject to the provisions of this Agreement, RUSSELL grants to WESTERN, and WESTERN accepts, an irrevocable, non-exclusive, and non-transferable license to use the Mark solely in connection with clothing. It is agreed and understood by the Parties that WESTERN will not expand its use of the Mark to any other goods and/or services during the term of this Agreement or thereafter. It is further agreed and understood that WESTERN will begin phasing out its use of the Mark during the term of this Agreement.

4. Payment

4.1 RUSSELL shall pay to WESTERN a payment of one hundred sixty thousand dollars (\$160,000.00) on the Effective Date.

4.2 RUSSELL hereby waives its right to royalties of the net sales of the goods on which WESTERN wishes to use the mark.

5. Quality Standards

5.1 WESTERN agrees that the nature and quality of: (1) all goods sold by WESTERN in connection with and under the Mark, and (2) all related advertising, promotional, and other related uses of the Mark by WESTERN will be consistent with WESTERN's current and past practices.

5.2 WESTERN will coordinate with Spalding's Vice President of Marketing (or other mutually agreeable Spalding representative if Dan Touhey ceases to be employed by Spalding) to ensure that the quality of goods sold by WESTERN using the Mark are consistent with WESTERN's current and past practices. In addition, WESTERN shall comply with all applicable laws and regulations relating to the business in which the Mark is used.

6. The Mark

6.1 RUSSELL agrees to pursue, as RUSSELL deems appropriate, all trademark registration renewals/affidavits of the existing registration with respect to the Mark and keep WESTERN informed as to the status of the licensed Mark hereunder. WESTERN agrees to cooperate with RUSSELL when reasonably requested, by providing specimens of use, executing any required documents, and providing any other assistance reasonably required by RUSSELL to maintain the Mark in force. RUSSELL agrees to reimburse WESTERN for any out-of-pocket expenses incurred by WESTERN in cooperating with RUSSELL as required by this paragraph.

6.2 WESTERN acknowledges the ownership of the Mark as of the Effective Date by RUSSELL, agrees that it will do nothing inconsistent with such ownership, and agrees that all goodwill developed in the Mark based upon WESTERN's usage shall inure to the benefit of and be on behalf of RUSSELL. WESTERN agrees that, as of the Effective Date, nothing in this Agreement shall give WESTERN any right, title, or interest in the Mark other than the right to use the Mark in accordance with this Agreement and WESTERN agrees that it will not attack the title of RUSSELL to the Mark or attack the validity of this Agreement.

7. Indemnification

WESTERN, at its expense, shall defend and indemnify, and save and hold RUSSELL harmless from and against any and all liabilities, claims, causes of action, suits, damages, without limitation, suits for personal injury or death of third parties, and expenses, including reasonable attorneys' fees and expense, for which RUSSELL becomes liable, or may incur or be compelled to pay by reason of any product liability suits by direct or indirect customers of WESTERN.

8. Termination

8.1 RUSSELL shall have the right to terminate this Agreement by written notice to WESTERN upon the breach by WESTERN of any of the duties and/or obligations of WESTERN under this Agreement if WESTERN fails to cure such breach within sixty (60) days of receipt of the notice from RUSSELL; provided, however, that if the breach is of such a nature that it cannot be cured by WESTERN in sixty (60) days with the exercise of reasonable diligence, then this Agreement shall not terminate provided WESTERN has commenced efforts to cure the breach during the sixty (60) day cure period.

8.2 The exercise of any right of termination under this Article 8 shall not affect any rights which have accrued prior to termination and shall be without prejudice to any other legal or equitable remedies to which RUSSELL may be entitled by reason of such rights. The obligations and provisions of Articles 6 and 7 shall survive any expiration or termination of this Agreement.

9. Effects of and Procedure on Termination

Upon the expiration or termination of this Agreement, WESTERN agrees immediately to discontinue all use of the Mark and any mark or term confusingly similar thereto (RUSSELL acknowledges and agrees that the marks "TRUE PLAYERS" and "TRUE OUTDOORS" owned and used by WESTERN are not confusingly similar to the Mark), to destroy all printed materials bearing the Mark, and WESTERN further agrees that all rights in the Mark and the goodwill connected therewith shall remain the property of RUSSELL.

10. Notices

10.1 Any notice, demand, waiver, consent, or disapproval (collectively referred to as "notice") required or permitted herein shall be in writing and shall be given personally, by messenger, by air courier, by telecopy, or by prepaid registered or certified mail, with return receipt requested, addressed to the parties at their respective addresses set forth above with a copy to Thomas, Kayden, Horstemeyer & Risley, LLP, 100 Galleria Parkway, Suite 1750, Atlanta, Georgia 30339, or at such other address as a party may hereafter designate in writing to the other party. Copies of all notices to WESTERN will be sent to Norman Roth, Esq., Roth & Goldman, 523 W. 6th Street, Suite 707, Los Angeles, California 90014.

10.2 A notice shall be deemed received on the date of receipt.

11. Sublicense

WESTERN may not enter into any sublicense pursuant to this Agreement without the prior written consent of RUSSELL.

12. Modification, Amendment, Supplement, or Waiver

12.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral.

12.2 No modification, amendment, supplement to, or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by both of the parties to this Agreement. A waiver by either party of any of the terms or conditions of this Agreement in any one instance shall not be deemed a waiver of such terms or conditions in the future.

(SIGNATURE PAGE FOLLOWS)



