

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Charter Fabrics, Inc.		09/25/2006	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Russell Asset Management, Inc.		
<b>Street Address:</b>	3330 Cumberland Boulevard		
<b>Internal Address:</b>	Suite 800		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30339		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	74211253	NU-BLENDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(678)742-8514		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(678) 742-8923		
<b>Email:</b>	thomasveronica@russellcorp.com		
<b>Correspondent Name:</b>	Veronica T. Thomas		
<b>Address Line 1:</b>	3330 Cumberland Boulevard		
<b>Address Line 2:</b>	Suite 800		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30339		
<b>ATTORNEY DOCKET NUMBER:</b>	REC. OF ASS. FOR NU-BLEND		
<b>NAME OF SUBMITTER:</b>	Veronica T. Thomas		
<b>Signature:</b>	/vthomas/		

CH \$40.00 74211253

Date:

01/25/2007

**Total Attachments: 7**

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## TRADEMARK ASSIGNMENT AND PURCHASE AGREEMENT

This **TRADEMARK ASSIGNMENT AND PURCHASE AGREEMENT** (this "Agreement") is entered into on the 25 day of SEPT, 2006 (the "Effective Dates"), by and between Charter Fabrics, Inc., a New York corporation having an address at 1430 Broadway, New York, New York 10018 (the "Assignor"), and Russell Asset Management, Inc., a Delaware corporation having an address at 1007 Orange Street, Nemours Building, Suite 1424, Wilmington, Delaware 19801 (the "Assignee"), which is a related company of Russell Corporation.

### RECITALS

WHEREAS, Assignor's Nu-Blends division is a converter of woven and knit fabrics;

WHEREAS, Assignor is the exclusive owner of the entire and exclusive right, title and interest in and to certain trademarks, including the trademark "NU-BLENDS" that is the subject of Registration No. 1,710,106 with the United States Patent and Trademark Office, as well as unregistered variations thereof, including, without limitation, "NUBLEND", and its various designs and stylizations (the foregoing trademarks are collectively referred to herein as the "Marks");

WHEREAS, Assignee's related company, Russell Corporation, is a manufacturer of athletic wear and casual wear;

WHEREAS, on November 13, 1991, Assignor and Russell Corporation entered into an exclusive license agreement with respect to the Marks whereby Assignor licensed to Russell Corporation the right to use the Marks in connection with knitted apparel;

WHEREAS, on January 1, 1997, Assignor and Russell Corporation renewed the exclusive license agreement for an additional ten year term which is due to expire on January 1, 2007;

WHEREAS, in lieu of renewing the license agreement, the parties have negotiated and entered into this Agreement by which Assignor desires and agrees to assign, transfer, grant, sell and convey to Assignee the Marks along with the goodwill and Business Assets (as defined in Section 1) associated therewith;

WHEREAS, the parties each acknowledge and agree that because of the historical licensing relationship in which Assignee's related company Russell Corporation has owned, controlled, and operated tangible assets associated with the manufacture and quality control of certain goods sold under the Marks, the Marks can and will represent a continuity of source and quality even following the assignment and purchase of the Marks as agreed to by the parties herein.

### STATEMENT OF AGREEMENT

NOW THEREFORE, for good and valuable consideration the sufficiency of which is hereby

acknowledged, the parties hereto agree as follows:

1. Grant of Rights. Assignor hereby assigns, transfers, grants, sells and conveys to Assignee (free and clear of all liens and encumbrances and without any restrictions, reservations or limitations whatsoever) all right, title and interest in or related to the Marks (including expressly, but without limitation, the mark that is the subject of U.S. Registration Number 1,710,106 and the unregistered variation "NUBLEND") and the goodwill of the business associated therewith, together with (a) the right to claim the priority to or benefit thereof in all countries in accordance with any treaty, convention or law; and (b) the sole right to enforce said Marks with the right to sue for and recover for any and all infringements thereof, including, but not limited to, past infringements. The Assignor further assigns, transfers, grants, sells and conveys to Assignee the following business assets related directly to the Marks: domain names, telephone numbers, and other like assets, including without limitation those domain names and telephone numbers listed on Schedule A, attached hereto (the "Business Assets"). Assignor agrees that this Assignment shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

2. Purchase Price. For and in consideration of the assignment, transfer, grant, sale and conveyance to Assignee pursuant to Section 1 above, Assignee hereby agrees to pay Assignor an amount equal to forty-five thousand dollars (\$45,000), payable upon execution of this Agreement.

3. Representations and Warranties. Assignor represents and warrants that (a) it has the full right and authority to make and enter into this Agreement; (b) this Agreement is effective to convey all rights, title and interest in and to the Marks and Business Assets to Assignee; (c) other than the prior licenses to Russell Corporation, Assignor has not previously made or agreed to make any commitments, conveyances or transfers to third parties (including without limitation grants of licenses) of any right, title or interest in or to the Marks or Business Assets with which the Marks have been used; (d) to the knowledge of Assignor, the Marks and Business Assets and the use thereof do not infringe upon or otherwise violate the trademark rights or other rights of any third parties; (e) to the knowledge of Assignor, there are no pending or threatened litigation or other legal, equitable or administrative proceedings against or affecting the Marks or the Business Assets or the right of Assignee to carry on business under the Marks as conducted on the date of execution hereof; (f) at the time of the execution and delivery of this Agreement, Assignor possesses the entire and exclusive title to, right to, and interest in the Marks, free and clear of all liens, encumbrances, security interests, and other interests or rights of others; (g) the Marks are valid, enforceable, and subsisting; and (h) attached hereto as Schedule B is a true, correct and complete listing of all registrations and pending applications for the Marks including all deadlines with respect to the Marks for actions due within the twelve (12) months following the date of execution of this Agreement.

4. Indemnity. Assignor agrees to indemnify and hold harmless Assignee, Russell Corporation, and the officers, directors, stockholders, employees, representatives, agents, successors and assigns of both Assignee and Russell Corporation (collectively "Russell and its Representatives") from and against any cost, loss, damage or expense (including reasonable attorney's fees) suffered as a result of Assignor's breach of any of the representations or warranties set forth in Section 3 above.

5. No Assumption of Liabilities. Assignee shall not be obligated to and does not assume any of the liabilities and obligations of Assignor whether existing as of the date of execution of this Agreement or asserted after such date and relating to events that occurred before the date of execution. Without limiting the generality of the foregoing, Assignor expressly acknowledges and agrees that Assignor shall retain all liability for, and further agrees to indemnify and hold harmless Russell and its Representatives from and against any cost, loss, damage or expense (including reasonable attorney's fees) relating to, all products manufactured or distributed by Assignor prior to the date of execution hereof.

6. Further Assurances. Assignor further agrees to perform all such acts and execute all such documents requested by Assignee or its successors as are reasonably necessary or desirable to effect, confirm, enable, or evidence this Agreement and the assignment of the Business Assets and Marks and the goodwill associated therewith to Assignee. Without limiting the generality of the foregoing, Assignor agrees to provide Assignee with the following documents and things within a reasonable time after execution of this Agreement: (i) all original and re-issued certificates of registration related to Registration No. 1,710,106; and (ii) all files and paperwork related to the Marks, including but not limited to, current and past files for all applications (whether live or abandoned) for registration of the Marks and all disputes (whether litigated or not) relating to the Marks. In addition to the foregoing, Assignor agrees to provide such assistance as may be reasonably requested by Assignee to assist with the recording of this assignment and with the filing and prosecution of future trademark applications for registration of the Marks.

7. Cessation of Use. Assignor agrees that immediately upon execution of this Agreement, Assignor shall and will cease all use of the Marks and any terms similar to the Marks.

8. Notices. Any notices to be provided under this Agreement shall be sent by first-class mail, postage prepaid, or by confirmed facsimile, as follows:

If to Assignee:

Attn: General Counsel  
Russell Asset Management, Inc.  
3330 Cumberland Boulevard  
Atlanta, Georgia 30339

If to Assignor:

Attn: Legal Counsel  
Charter Fabrics, Inc.  
1430 Broadway  
New York, New York 10018

9. Entire Agreement. This Agreement and the Schedules attached hereto represent the entire understanding and agreement between the parties with respect to the subject matter hereof and shall supersede any prior agreements and understanding between the parties with respect to such subject matter. Without limiting the generality of the foregoing, as of the Effective Date of this Agreement, this Agreement shall terminate and supersede the license agreement between Charter Fabrics, Inc. and Russell Corporation dated January 1, 1997, and Russell Corporation is hereby released from any and all obligations and liabilities in connection with that agreement or conduct related thereto. This Agreement may not be amended or modified except by a written instrument executed by both an officer of Assignee and an officer of Assignor.

10. No Third-Party Rights. Nothing expressed or referred to in this Agreement will be construed to give any person or entity other than Charter Fabrics, Inc., Russell Asset Management, Inc. and Russell Corporation any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their affiliates, successors and assigns.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first listed above.

CHARTER FABRICS, INC. ("Assignor")

By: Robert Morello Pres.

Name: Robert Morello MORELLO @

Title: President

Date: September 25, 2006

RUSSELL ASSET MANAGEMENT, INC. ("Assignee")

By: McChampion

Name: Christopher M. Champion

Title: Senior Vice President and General Counsel

Date: November 9, 2006

**Schedule A**

(List of Domain Names and Telephone Numbers Related to the Marks)

None.

**Schedule B**  
(List of Marks)

Serial No.	Reg. No.	Mark
74211253	1710106	NU-BLENDS

Approaching Maintenance/Renewal Deadlines:

None within the twelve (12) months after execution of this Agreement.





**RUSSELL**

Alexander City, Alabama 35010

CPAP

27721

DATE	CHECK NO.
11/03/06	5625332

DATE	INVOICE CREDIT MEMO TYPE	DESCRIPTION	GROSS	DISCOUNT	NET	
102706	TRADEMARK	TRADEMARK ASSIGNMENT AND PURCHASE AGREEMENT OF NU-BLENDS MAR	4500000	00	4500000	
THE ATTACHED CHECK IS IN PAYMENT FOR ITEMS DESCRIBED ABOVE			TOTAL	4500000	000	4500000

REMOVE DOCUMENT ALONG THIS PERFORATION

THIS DOCUMENT IS PRINTED IN IRVING COLORS. DO NOT ACCEPT UNLESS BLUE AND IRVING COLORS ARE PRESENT



**RUSSELL CORPORATION**  
755 Lee Street  
Alexander City, Alabama 35010  
ACCOUNTS-PAYABLE

61-169  
622

CHECK NO.

**5625332**

PAY

Forty-Five Thousand and NO/100 Dollars

DATE  
11/03/06

CHECK AMOUNT

\*\*\*\*\*45,000.00

TO THE ORDER OF CHARTER FABRICS, INC  
1430 BROADWAY  
NEW YORK, NY 10018

SECOND MANUAL SIGNATURE REQUIRED OVER \$50,000

ALIAINT BANK OF ALEXANDER CITY, ALEXANDER CITY, ALABAMA

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**RUSSELL**

755 Lee Street  
Alexander City, Alabama 35010

CHARTER FABRICS, INC  
1430 BROADWAY  
NEW YORK NY 10018

SEE REVERSE SIDE FOR  
OPENING INSTRUCTIONS

SEE REVERSE SIDE FOR  
OPENING INSTRUCTIONS