

MRD
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11-13-2000



101513830

Docket No.:

Tab settings

To the Honorable Commissioner of Patents and Trademarks, U.S. Patent and Trademark Office, Washington, DC 20503
attached original documents or copy thereof.

1. Name of conveying party(ies):

A&C International, Inc.

- Individual(s)
- General Partnership
- Corporation-State - Georgia
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3 Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: September 1, 2000

2. Name and address of receiving party(ies):

Name: Russell Asset Management, Inc.

Internal Address: 300 Delaware Avenue

Street Address: 300 Delaware Avenue

City: Wilmington State: DE ZIP: 19801

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4 Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,001,576
2,289,321
1,667,205

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Linda Friedman

Internal Address: Bradley Arant Rose & White LLP

2001 Park Place Suite 1400

Birmingham, AL 35203-2736

Street Address: Bradley Arant Rose & White, LLP

2001 Park Place Suite 1400

City: Birmingham State: AL ZIP: 35203-2736

6. Total number of applications and registrations involved:.....

3

7. Total fee (37 CFR 3.41):.....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

54-0954

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Linda Friedman

Name of Person Signing

Linda Friedman

Signature

November 2, 2000

Date

Total number of pages including cover sheet, attachments, and

TRADEMARK ASSIGNMENT

WHEREAS, A & C International, Inc., a corporation organized and existing under the laws of the State of Georgia, with its principal place of business at 2305 Industrial Lane, Vidalia, Georgia 30474, ("Assignor"), has in connection with Assignor's goods and services adopted, used or had bona fide intent to use, and is the owner of record of the trademark registrations and applications listed on **Schedule A** attached hereto and made a part hereof (the "Marks"), and now desires to assign, transfer and convey all right, title and interest in and to the Marks and the goodwill associated therewith; and

WHEREAS, Assignor has entered into that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of September 1, 2000 by and among Jerzees Apparel, LLC, a Georgia limited liability company ("Buyer"), Russell Corporation, an Alabama corporation ("Russell"), and Assignor; and

WHEREAS, in connection with the consummation of the transaction described in the Purchase Agreement, Russell Asset Management, Inc., a Delaware corporation and wholly-owned subsidiary of Russell having its principal address at 300 Delaware Avenue, Suite 900, Wilmington, County of New Castle, Delaware 19801 ("Assignee"), desires to acquire all right, title and interest in and to the Marks.

NOW, THEREFORE, in consideration of the purchase price paid to Assignor by Buyer in accordance with the Purchase Agreement, Assignor does hereby assign, transfer and convey unto Assignee, its successors, assigns, and legal representatives, all right, title and interest in and to the Marks, including all registrations and applications for registration thereof, together with the goodwill of the business symbolized by the Marks, 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.

(signature page follows)

IN WITNESS HEREOF, Assignor has caused this Trademark Assignment to be executed by a duly authorized corporate officer and Assignee hereby consents to and accepts this Trademark Assignment and has caused it to be executed by a duly authorized corporate officer to be effective as of September 1, 2000.

A & C INTERNATIONAL, INC.

By:

Name: Greg Morris

Title: President

State of Georgia

County of Fulton

On this 1st day of September, 2000, before me, a Notary Public in and for the State and County aforesaid, personally appeared Greg Morris known by me to be the person of the above name and an officer of A & C International, Inc., duly authorized to execute this Trademark Assignment on behalf of A & C International, Inc., who signed and executed the foregoing instrument on behalf of A & C International, Inc.

[SEAL]

Notary Public

Jan R. Eger

Notary Public, Fulton County, Georgia.
My Commission Expires August 7, 2001.

My Commission Expires: _____

RUSSELL ASSET MANAGEMENT, INC.

By:

Christopher M. Champion

Name: Christopher M. Champion

Title: Vice President

State of Georgia

County of Fulton

On this 1st day of September, 2000, before me, a Notary Public in and for the State and County aforesaid, 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 on behalf of Russell Asset Management, Inc., who signed and executed the foregoing instrument on behalf of Russell Asset Management, Inc.

[SEAL]

Notary Public

Jan R. Eger

Notary Public, Fulton County, Georgia.
My Commission Expires August 7, 2001.

My Commission Expires: _____

Schedule A

Marks

- a. Three Rivers (U.S. Reg. No. 2,001,576)
- b. Camp Creek (U.S. Reg. No. 2,289,321)
- c. Bridgeport (U.S. Reg. No. 1,667,205)