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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): ROSELL CORPORATION
3330 Cumberland Blvd, Ste 800
Atlanta GA 30339
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State 152102
 Other

2. Name and address of receiving party(ies)
Name: Russell Asset Management, Inc
Internal Address:
Address:
Street Address: 300 Delaware Ave Ste 1271
City: Wilmington State: DE Zip: 19801
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State Delaware
 Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
Execution Date: 5-21-02

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) N/A

B. Trademark Registration No.(s)
See attached sheet
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Christopher M. Champion
Internal Address:
Street Address: 300 Delaware Ave
Suite 1271
City: Wilmington State: DE Zip: 19801

6. Total number of applications and registrations involved:
7. Total fee (37 CFR 3.41).....\$ 480.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
N/A
(Attach duplicate copy of this page if paying by deposit account)

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.
Christopher M. Champion
Name of Person Signing
Christopher M. Champion
Signature

8-10-02
Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002578 FRAME: 0482

Trademarks

Trademark	Class	Reg. Date	USPTO Reg. No.
Discus	25	01/17/1978	1082718
Discus and design	25	06/24/1997	2074559
Discus Athletic and design	25	09/10/1996	1999602
Discus Athletic and design	25	05/28/1996	1976957
Discus Athletic	25	05/28/1996	1976958
Discus Athletic and design	25	07/23/1991	1651552
Sport by Discus Athletic and design	25	11/18/1997	2114356
Sport by Discus Athletic	25	11/04/1997	2110858
Discus Classic Athletic	25	03/09/1999	2230217
Discus Sport and design	25	10/12/1999	2285724
Discus Sport	25	12/08/1998	2209372
Discus Thrower design	25	02/18/1997	2039121

05-28-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): RUSSELL CORPORATION 3330 CUMBERLAND BLVD; STE 800 ATLANTA, GA 30339

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other 5-21-02

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other

Execution Date: 5/21/02

2. Name and address of receiving party(ies) Name: RUSSELL ASSET MANAGEMENT, INC.

Internal Address: Street Address: 300 DELAWARE AVE; STE 1271 City: WILMINGTON State: DE Zip: 19801

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s): A. Trademark Application No.(s) NA

B. Trademark Registration No.(s) SEE ATTACHED SHEET

Additional number(s) attached Yes No

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

Name: CHRISTOPHER M. CHAMPION

Internal Address:

Street Address: 300 DELAWARE AVE; STE 1271

City: WILMINGTON State: DE Zip: 19801

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41) \$ 480.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number: NA

DO NOT USE THIS SPACE

9. Signature.

05/24/2002 DBYRNE 00000160 1082718 01 FC:481 02 FC:482

CHRISTOPHER M. CHAMPION Name of Person Signing

Signature of Christopher M. Champion

5/21/02 Date

Total number of pages including cover sheet, attachments, and document: 5

Refund Ref: 05/24/2002 DBYRNE 0000117225

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

CHECK Refund Total: \$165.00

Trademark Assignment Agreement

This Agreement is by and between RUSSELL CORPORATION, an Alabama corporation, having a principal place of business located at 3330 Cumberland Boulevard, Suite 800, Atlanta, Georgia, 30339 ("Assignor") and RUSSELL ASSET MANAGEMENT, INC., a Delaware corporation, having a principal place of business located at 300 Delaware Avenue, Suite 1271, Wilmington, Delaware 19801 ("Assignee").

WHEREAS, Assignor is the owner of the trademarks referenced in Exhibit A attached hereto, however rendered, when used in connection with apparel and related goods (including all rights, title, and interest in and to the trademark registrations registered with the United States Patent and Trademark Office (the "USPTO") bearing the Registration Numbers referenced on Exhibit A), along with all goodwill therein (the "Trademarks"); and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademarks, along with all goodwill therein.

NOW, the parties agree as follows:

1. Assignment: Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks, along with all goodwill of the business in connection with which the Trademarks are used. Assignor further irrevocably assigns to Assignee all rights, title, and interest that Assignor may have in any particular stylization or rendering of the Trademarks, including all rights of copyright in and to any designs developed for use with the Trademarks.

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 Trademarks;
- (c) The Trademarks do not infringe the rights of any person or entity;
- (d) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;
- (e) This Agreement is valid, binding and enforceable in accordance with its terms;
and
- (f) 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 in 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.

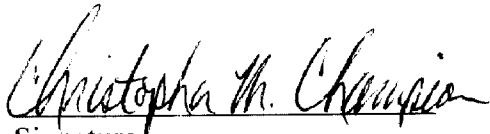
7. **Agreement to Perform Necessary Acts:** Both parties agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement; to confirm, effect, enable, or evidence the assignment herein and the full enjoyment by Assignee of the rights, title, and interest transferred herein; and to effect recordal of the Assignment to and ownership by Assignee of the Trademarks. 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 Trademarks or any intellectual property rights therein.

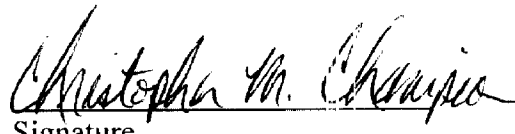
8. **Governing Law:** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

RUSSELL CORPORATION

RUSSELL ASSET MANAGEMENT, INC.


Signature


Signature

ASSOC. COUNSEL;
ASSISTANT SECRETARY; DEPT. GOV'T
RELATIONS.
Title

VICE PRESIDENT AND
ASSISTANT SECRETARY
Title

Date: 5/21/02

Date: 5/21/02

EXHIBIT A**Trademarks**

Trademark	Class	Reg. Date	USPTO Reg. No.
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