

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Russell Asset Management, Inc.		06/24/2004	CORPORATION: DELAWARE
Russell Corporation		06/24/2004	CORPORATION: ALABAMA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Russell Asset Management, Inc.
<b>Street Address:</b>	300 Delaware Avenue
<b>Internal Address:</b>	Suite 900
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19801
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>PROPERTY NUMBERS Total: 12</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	1462965	AAI
Registration Number:	2245447	AMERICAN ACE
Registration Number:	1854729	AMERICAN ATHLETIC, INC.
Registration Number:	2444169	A
Registration Number:	1454494	FUTURE FORCE
Registration Number:	1775341	SET-N-SPIKE
Registration Number:	1152535	SLAM-DUNK
Registration Number:	1849979	Z MAT
Serial Number:	78278202	KIDZ GYM
Serial Number:	78329987	AAI
Serial Number:	78329950	E-Z ROLL
Serial Number:	78284423	TANGO ROCK

<b>CORRESPONDENCE DATA</b>
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**CH \$315.00 1462965**

Fax Number: (678)742-8514  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 678-742-8638  
Email: parsonbrittpaige@russellcorp.com  
Correspondent Name: Paige Y. Parson Britt  
Address Line 1: 3330 Cumberland Boulevard  
Address Line 2: Suite 800  
Address Line 4: Atlanta, GEORGIA 30339

NAME OF SUBMITTER:

Paige Y. Parson Britt

**Total Attachments: 8**

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## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Assignment") is made as of June 24, 2004, by and between Russell Corporation, an Alabama corporation, ("Assignor"), and Russell Asset Management, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of the patents and patent applications identified on Schedule A attached hereto, including the improvements and inventions disclosed therein, (the "Patents and Patent Applications"), which it desires to assign to Assignee;

WHEREAS, Assignor is the owner of (i) the trademarks, including the trademark registrations and applications therefore, identified on Schedule B attached hereto, (the "Trademarks"), and (ii) the good will of the business in connection with which the Trademarks are used as intended to be used and which is associated with and symbolized by the Trademarks, both of which it desires to assign to Assignee; and

WHEREAS, Assignee desires to accept such assignment of the Patents and Patent Applications and the Trademarks, including the goodwill thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment of Patents and Patent Applications. Assignor assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives all of Assignor's right, title and interest in and to the Patents and Patent Applications, including any provisional rights therein, in and to the improvements and inventions disclosed in said Patents and Patent Applications throughout the world, in and to any U.S. or foreign application or applications corresponding to said Patents and Patent Applications or claiming said improvements and inventions, in whole or in part, and in and to all divisions, reexaminations, reissues, substitutions, continuations, continuations-in-part and extensions thereof, including without limitation the right to file applications and to obtain patents, utility models, industrial models and designs for said improvements and inventions in its own name throughout the world, all rights of priority under the terms of any applicable conventions, treaties, statutes, or regulations, all rights to publish cautionary notices reserving ownership of said inventions, all rights to register said inventions in appropriate registries and all rights to sue for and seek remedies against past, present and future infringements of any or all of the foregoing under the laws of any jurisdiction worldwide, free and clear of all liens, claims, security interests, and other encumbrances. Assignor authorizes and requests the Commissioner for Patents to issue all patents on said applications or applications resulting therefrom in the United States of America to said Assignee, as assignee of the entire interest.

Assignor agrees that it will communicate to said Assignee or its representatives any facts known to it respecting said improvements and inventions, and, at Assignee's expense, testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing, reissue and other applications, make all assignments and rightful oaths and generally do everything possible to aid said Assignee, its successors, assigns and nominees to obtain and enforce proper protection for

said improvements and inventions in all countries, and asserts that it will not execute any agreements inconsistent therewith.

2. Assignment of Trademarks. Assignor assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives all of Assignor's right, title and interest in and to the Trademarks, including the registrations and registration applications therefore and all common law rights therein, together with the goodwill of the business symbolized thereby, and including without limitation Assignor's right to sue for and seek remedies against past, present and future infringements of any or all of the foregoing and rights of priority and protection of interests therein under the laws of any jurisdiction, free and clear of all liens, claims, security interests, and other encumbrances.

Assignor agrees that it will execute and deliver to Assignee any documents necessary to complete the timely transfer of the Trademarks to Assignee.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the United States of America and of the State of Georgia.

4. Successors and Assigns. This Assignment shall inure to the benefit of and be binding on the successors and assigns of both parties.

*[signatures on the following pages]*

Executed this 24<sup>th</sup> day of June, 2004.

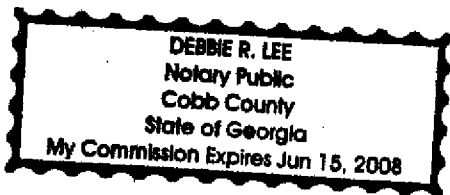
RUSSELL CORPORATION

By: *CM Champion*  
Name: Christopher M. Champion  
Title: Assistant Secretary  
Address: Russell Corporation  
3330 Cumberland Boulevard, Suite 800  
Atlanta, Georgia 30339

STATE OF GEORGIA  
COUNTY OF COBB

On this 24<sup>th</sup> day of June, 2004, before me, a Notary Public in and for the State and County  
foresaid, personally appeared Christopher M. Champion known by me to be the person above  
named and an officer of Russell Corporation, duly authorized to execute this Assignment  
Agreement on behalf of Russell Corporation, who signed and executed the foregoing instrument  
on behalf of Russell Corporation.

Notary Public: *Debbie R. Lee*  
My Commission Expires: *6/15/2008*



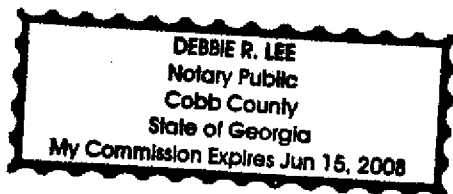
RUSSELL ASSET MANAGEMENT, INC.

By: *CM Champion*  
Name: Christopher M. Champion  
Title: Vice President and Secretary  
Address: Russell Asset Management, Inc.  
300 Delaware Avenue, Suite 900  
Wilmington, Delaware 19801

STATE OF GEORGIA  
COUNTY OF COBB

On this 24<sup>th</sup> day of June, 2004, before me, a Notary Public in and for the State and County  
foresaid, personally appeared Christopher M. Champion known by me to be the person above  
named and an officer of Russell Asset Management, Inc., duly authorized to execute this  
Assignment Agreement on behalf of Russell Asset Management, Inc., who signed and executed  
the foregoing instrument on behalf of Russell Asset Management, Inc.

Notary Public: *Debbie R. Lee*  
My Commission Expires: *6-15-2008*



Schedule B

Trademarks

AAI & Design  
Reg. Date: 10/27/1987  
REG#: 1,462,965  
United States

American Ace  
Reg. Date: 5/18/1999  
REG#: 2,245,447  
United States

American Athletic, Inc.  
Reg. Date: 9/20/1994  
REG#: 1,854,729  
United States

Design Trademarks (a "swish" design)  
Reg. Date: 4/17/2001  
REG#: 2,444,169  
United States

Future Force  
Reg. Date: 8/25/1987  
REG#: 1,454,494  
United States

Set-N-Spike  
Reg. Date: 6/8/1993  
REG#: 1,775,341  
United States

Slam-Dunk  
Reg. Date: 4/28/1981  
REG#: 1,152,535  
United States

Z Mat  
Reg. Date: 8/16/1994  
REG#: 1,849,979  
United States

Kidz Gym  
Filed 7/24/2003  
Serial No. 78/278,202  
United States

AAI  
Filed 11/19/2003  
Serial No. 78/329,987  
United States

E-Z Roll  
Filed 11/19/2003  
Serial No. 78/329,950  
United States

Tango Rock  
Filed 9/7/2003  
Serial No. 78/284,423  
United States



Schedule A

Patents and Patent Applications

Ball Pitching Machine

Issued 12/8/1998

REG#: D402,324

United States

Balance Beam with Reflex Mechanism

Issued 4/30/1990

REG#: 5,037,086

United States

Balance Beam

Issued 6/20/2000

REG#: 6,077,195

United States

Balance Beam

Issued 3/23/1999

REG#: 5,885,189

United States

Volleyball Antenna Clamps

Issued 2/24/1998

REG#: D391,152

United States

Volleyball Net Clamps

Issued 9/21/1999

REG#: 5,954,308

United States

Breakaway Basketball Rim Assembly

Issued 2/10/1998

REG#: 5,716,294

United States

Breakaway Basketball Rim Assembly

Issued 6/27/2000

REG#: 6,080,071

United States

TRADEMARK

REEL: 002885 FRAME: 0591

Gymnastic Bar and Method of Making the Same  
Issued 11/5/2002  
REG#: 6,475,118  
United States

Vaulting Horse Training Pad  
Issued 4/24/1998  
REG#: D426,608  
United States

Leg Assembly for Balance Beam  
Issued 9/21/1999  
REG#: 6,168,549  
United States

Stabilizer Apparatus for Gymnastic Bar Assemblies  
Issued 11/14/2000  
REG#: 6,336,892  
United States

Breakaway Basketball Rim Assembly  
Issued 5/8/2001  
REG#: 6,447,409  
United States

Portable Basketball Unit  
Filed 8/22/2001  
Serial #: 09/934,728  
United States

Ridge Fold Divider Curtain  
Issued 12/16/2003  
REG#: 6,662,847  
United States