

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	re-record to correct assignor on reel/frame 2885/0583
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Russell Corporation		06/24/2004	CORPORATION: ALABAMA

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

PROPERTY NUMBERS Total: 12		
Property Type	Number	Word Mark
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

CORRESPONDENCE DATA

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: Russell Corporation
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: 9

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UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office

 ASSISTANT SECRETARY AND COMMISSIONER
 OF PATENTS AND TRADEMARKS
 Washington, D.C. 20231


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JULY 06, 2004

PTAS

 PAIGE Y. PARSON BRITT
 3330 CUMBERLAND BOULEVARD
 SUITE 800
 ATLANTA, GA 30339

 UNITED STATES PATENT AND TRADEMARK OFFICE
 NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 07/06/2004

 REEL/FRAME: 002885/0583
 NUMBER OF PAGES: 10

BRIEF: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

ASSIGNOR:

RUSSELL ASSET MANAGEMENT, INC.

 DOC DATE: 06/24/2004
 CITIZENSHIP: DELAWARE
 ENTITY: CORPORATION

ASSIGNOR:

RUSSELL CORPORATION

 DOC DATE: 06/24/2004
 CITIZENSHIP: ALABAMA
 ENTITY: CORPORATION

ASSIGNEE:

 RUSSELL ASSET MANAGEMENT, INC.
 300 DELAWARE AVENUE
 SUITE 900
 WILMINGTON, DELAWARE 19801

 CITIZENSHIP: DELAWARE
 ENTITY: CORPORATION

TRADEMARK

REEL: 002890 FRAME: 0682

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 24th day of June, 2004.

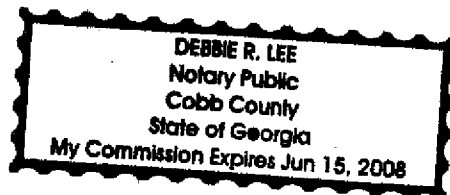
RUSSELL CORPORATION

By: *McChampion*
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 24th 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*



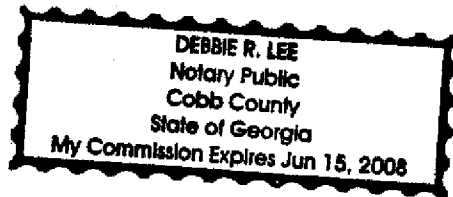
RUSSELL ASSET MANAGEMENT, INC.

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 24th 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 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: 002890 FRAME: 0687

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

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