

**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>
American Sports International, Ltd. d/b/a American Athletic, Inc.		06/15/2004	CORPORATION: IOWA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Russell Corporation
<b>Street Address:</b>	3330 Cumberland Boulevard, Suite 800
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30339
<b>Entity Type:</b>	INC. ASSOCIATION: ALABAMA

<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:	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
Registration Number:	2444169	A

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(404)572-5145

CH \$315.00 1462965

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 404.572.4600  
Email: mblair@kslaw.com  
Correspondent Name: King & Spalding LLP  
Address Line 1: 191 Peachtree Street, 45th Floor  
Address Line 2: Patent Dept.  
Address Line 4: Atlanta, GEORGIA 30303-1763

ATTORNEY DOCKET NUMBER:	09293.072001
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NAME OF SUBMITTER:	Minikia D. Blair, Paralegal
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**Total Attachments: 22**

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## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Assignment") is made as of June 15, 2004, by and between American Sports International, Ltd. d/b/a American Athletic, Inc., an Iowa corporation, ("Assignor"), and Russell Corporation, an Alabama corporation ("Assignee").

WHEREAS, Assignor and Assignee have entered into a certain Asset Purchase Agreement dated May 31, 2004 (the "Purchase Agreement"), pursuant to which Assignee is to acquire certain intellectual property assets and associated goodwill of Assignor as described in the Purchase Agreement;

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 therefor, 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;

WHEREAS, Assignor owns and has registered certain domain names, including the domain names listed on Schedule C attached hereto (the "Domain Names"), which it desires to assign to Assignee; and

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

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, including said Purchase Agreement, 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 and Domain Names. 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 and the Domain Names, including the registrations and registration applications therefor and all common law rights and rights in foreign jurisdictions 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 worldwide, 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 and the Domain Names to Assignee, including any papers for transferring the registrations for said Domain Names as required by any domain name registrar.

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. Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants or warranties of Assignor or Assignee contained in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control.

5. Taxes. Because this Assignment has been authorized pursuant to an order of the United States Bankruptcy Court for the Northern District of Georgia, in contemplation of a plan of reorganization of Assignor, this Assignment and all transfers of the Patent and Patent Applications, the Trademarks and the Domain Names made

pursuant hereto are exempt from transfer taxes, stamp taxes or similar taxes pursuant to 11 U.S.C. § 1146(c).

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

*[signatures on next page]*

Executed this 15<sup>th</sup> day of June, 2004.

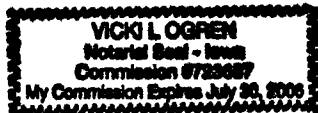
AMERICAN SPORTS INTERNATIONAL, LTD.  
D/B/A AMERICAN ATHLETIC, INC.

By: *Jeffrey A. Bramble*  
Name: Jeffrey A. Bramble  
Title: President and CEO  
Address: American Sports International, Ltd.  
200 American Avenue  
Jefferson, Iowa 50129

STATE OF Iowa  
COUNTY OF Greene

On this 15<sup>th</sup> day of June, 2004, before me, a Notary Public in and for the State and County foresaid, personally appeared Jeffrey A. Bramble known by me to be the person above named and an officer of American Sports International, Ltd. d/b/a American Athletic, Inc., duly authorized to execute this Assignment Agreement on behalf of American Sports International, Ltd. d/b/a American Athletic, Inc., who signed and executed the foregoing instrument on behalf of American Sports International, Ltd. d/b/a American Athletic, Inc.

Notary Public: *Vicki L. Ogren*  
My Commission Expires: 7-30-2006



RUSSELL CORPORATION

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this 15<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: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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



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  
Currently under appeal  
United States

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

Schedule B

Trademarks

AAI & Design  
Reg. Date: 5/31/1994  
REG#: 1.523.061  
Argentina

AAI & Design  
Reg. Date: 1/13/1989  
REG#: 349,968  
Canada

AAI & Design  
Reg. Date: 11/10/1995  
REG#: 3021/95  
Ecuador

AAI & Design  
Reg. Date: 8/30/1990  
REG#: 2,254,558  
Japan

AAI & Design  
Reg. Date: 7/1/1988  
REG#: 406326  
Taiwan

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: 5/31/1994  
REG#: 1.522.434  
Argentina

American Athletic, Inc.  
Reg. Date: 3/21/1995  
REG#: 0751/952  
Ecuador

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: 3/17/1989  
REG#: 353,066  
Canada

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 C

Domain Names

americanathletic.com

ATL01/11671511v3

**TRADEMARK**  
**REEL: 002890 FRAME: 0714**

## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Assignment") is made as of June 15, 2004, by and between American Sports International, Ltd. d/b/a American Athletic, Inc., an Iowa corporation, ("Assignor"), and Russell Corporation, an Alabama corporation ("Assignee").

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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 therefor, 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;

WHEREAS, Assignor owns and has registered certain domain names, including the domain names listed on Schedule C attached hereto (the "Domain Names"), which it desires to assign to Assignee; and

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

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, including said Purchase Agreement, 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 and Domain Names. 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 and the Domain Names, including the registrations and registration applications therefor and all common law rights and rights in foreign jurisdictions 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 worldwide, free and clear of all liens, claims, security interests and other encumbrances.

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pursuant hereto are exempt from transfer taxes, stamp taxes or similar taxes pursuant to 11 U.S.C. § 1146(c).

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

*[signatures on next page]*

ATL01/11671511v3

TRADEMARK  
REEL: 002890 FRAME: 0717



Executed this 15<sup>th</sup> day of June, 2004.

AMERICAN SPORTS INTERNATIONAL, LTD.  
D/B/A AMERICAN ATHLETIC, INC.

By: \_\_\_\_\_  
Name: Jeffrey A. Bramble  
Title: President and CEO  
Address: American Sports International, Ltd.  
200 American Avenue  
Jefferson, Iowa 50129

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this 15<sup>th</sup> day of June, 2004, before me, a Notary Public in and for the State and County foresaid, personally appeared Jeffrey A. Bramble known by me to be the person above named and an officer of American Sports International, Ltd. d/b/a American Athletic, Inc., duly authorized to execute this Assignment Agreement on behalf of American Sports International, Ltd. d/b/a American Athletic, Inc., who signed and executed the foregoing instrument on behalf of American Sports International, Ltd. d/b/a American Athletic, Inc.

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

ATL01/11671511v3

RUSSELL CORPORATION

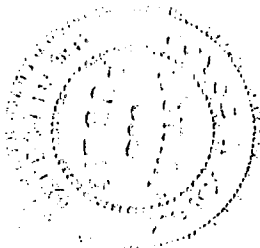
By: *Christopher M. Champion*  
Name: Christopher M. Champion  
Title: Assistant Secretary  
Address: Russell Corporation  
3330 Cumberland Boulevard, Suite 800  
Atlanta, Georgia 30339

STATE OF Georgia  
COUNTY OF Cobb

On this 15<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: *Joyce I. Knock*  
My Commission Expires: 7-30-05

JOYCE I. KNOCK  
Notary Public - Cobb County, Georgia  
My Commission Expires 7-30-05



ATL01/11671511v3

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

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REG#: 5,954,308

United States

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Issued 2/10/1998

REG#: 5,716,294

United States

Breakaway Basketball Rim Assembly

Issued 6/27/2000

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ATL01/11671511v3

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Reg. Date: 8/30/1990  
REG#: 2,254,558  
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AAI & Design  
Reg. Date: 7/1/1988  
REG#: 406326  
Taiwan

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Reg. Date: 10/27/1987  
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Reg. Date: 8/25/1987  
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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  
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REG#: 1,849,979  
United States

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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

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Domain Names

americanathletic.com

ATL01/11671511v3