

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<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.		04/26/2005	CORPORATION: IOWA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Russell Corporation		
<b>Street Address:</b>	3330 Cumberland Boulevard		
<b>Internal Address:</b>	Suite 800		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30339		
<b>Entity Type:</b>	CORPORATION: ALABAMA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78426370	ALL AMERICAN	
<b>Serial Number:</b>	78426340	AMERICAN	
<b>Serial Number:</b>	78426308	AMERICAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(678)742-8514		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6787428923		
<b>Email:</b>	thomasveronica@russellcorp.com		
<b>Correspondent Name:</b>	Veronica T. Thomas		
<b>Address Line 1:</b>	3330 Cumberland Boulevard		
<b>Address Line 2:</b>	Legal Department		
<b>Address Line 4:</b>	Atlanta, NEW YORK 30339		
<b>NAME OF SUBMITTER:</b>	Veronica T. Thomas		

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Signature:	/vthomas/
Date:	06/24/2005
<b>Total Attachments: 4</b> source=AAI to Russell Corp Assignment#page1.tif source=AAI to Russell Corp Assignment#page2.tif source=AAI to Russell Corp Assignment#page3.tif source=AAI to Russell Corp Assignment#page4.tif	

## CONFIRMATORY ASSIGNMENT AGREEMENT

WHEREAS, American Sports International, Ltd. d/b/a American Athletic, Inc., an Iowa corporation, ("Assignor") and Russell Corporation, an Alabama corporation ("Assignee") entered into a certain Asset Purchase Agreement dated May 31, 2004 (the "Purchase Agreement"), pursuant to which Assignee did acquire certain intellectual property assets and associated goodwill of Assignor as described in the Purchase Agreement, including the Trademarks as defined below;

WHEREAS, Assignor filed a Voluntary Petition seeking relief under Chapter 11 of the United States Bankruptcy Code on March 13, 2004 and the Purchase Agreement was approved by an Order of the United States Bankruptcy Court for the Northern District of Georgia dated June 3, 2004 (the "Sale Order");

WHEREAS, Ronald L. Glass of Glass Ratner Advisory & Capital Group, 3475 Piedmont Road, NE, Suite 1900, Atlanta, GA 30305 was appointed as the Chapter 11 Bankruptcy Trustee (the "Trustee") for the Assignor on August 11, 2004 and is authorized to execute this Confirmatory Assignment Agreement on behalf of Assignor;

WHEREAS, pursuant to Section 1.1.3 of the Purchase Agreement, Assignor conveyed all of its Intangible Property used in the Business to Assignee, where Assignor's Intangible Property included all trademarks owned by Assignor and the goodwill symbolized thereby;

WHEREAS, the ownership records of the U.S. Patent and Trademark Office indicate that Assignor was the owner of record of (i) the trademarks, including the trademark applications therefore, identified on Schedule A 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 Assignor desired to assign to Assignee and did so assign to Assignee on May 31, 2004 via the Purchase Agreement but which were inadvertently omitted from Schedule 1.1.3 of the Purchase Agreement which listed the trademarks to be assigned;

WHEREAS, pursuant to Section 1.1.12 of the Purchase Agreement, the parties agreed to cooperate in executing additional documents to confirm the transfer and assignment of assets inadvertently omitted from the schedules attached to the Purchase Agreement;

WHEREAS, the ownership records of the U.S. Patent and Trademark Office indicate that Assignor was and is the owner of record of the Trademarks, thereby indicating that the Trademarks were included in the Intangible Property transferred to Assignee pursuant to the Purchase Agreement but were omitted from Schedule 1.1.3 attached thereto; and

WHEREAS, Assignee represents that the Trademarks were omitted from Schedule 1.1.3 attached to the Purchase Agreement and the Trustee is relying upon this representation in entering into this Confirmatory Assignment Agreement.

NOW, THEREFORE, in consideration of the forgoing, including the consideration provided in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

**TRADEMARK**

**REEL: 003109 FRAME: 0924**

1. Assignment of Trademarks. Assignor acknowledges and confirms that as of May 31, 2004, and in accordance with the Order of the United States Bankruptcy Court authorizing and approving such assignment, Assignor assigned, transferred, and conveyed 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 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 reasonably requested by Assignee to complete the timely transfer of the Trademarks to Assignee.

2. Nunc Pro Tunc. Assignor expressly confirms that the assignments herein were effective as of May 31, 2004 in accordance with the Order of the United States Bankruptcy Court for the Northern District of Georgia authorizing such assignment

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

4. Taxes. Because this Confirmatory Assignment Agreement 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 Seller, this Confirmatory Assignment Agreement and the transfer of the Trademarks made pursuant hereto are exempt from transfer taxes, stamp taxes or similar taxes pursuant to 11 U.S.C. § 1146(c) to the extent authorized in the Sale Order and Purchase Agreement.

5. Further Actions. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other actions as are necessary, desirable, or appropriate and as such other party may reasonably request to more effectively consummate the assumptions, assignments, and transfers contemplated by this Confirmatory Assignment Agreement.

6. Purchase Agreement. Nothing contained in this Confirmatory Assignment Agreement 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.

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

8. Definitions of Terms. All capitalized terms used in this Confirmatory Assignment Agreement and not defined herein have the meaning assigned to those terms in the Purchase Agreement.

Executed this 26<sup>th</sup> day of April, 2005.

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

By: Ronald L. Glass  
Name: Ronald L. Glass  
Title: Trustee  
Address: Glass Ratner Advisory & Capital Group  
3475 Piedmont Road, NE, Suite 1900  
Atlanta, GA 30305

STATE OF GEORGIA  
COUNTY OF Fulton

On this 26<sup>th</sup> day of April, 2005, before me, a Notary Public in and for the State and County foresaid, personally appeared Ronald L. Glass known by me to be the person above named and the Trustee of American Sports International, Ltd. d/b/a American Athletic, Inc., duly authorized to execute this Confirmatory 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: [Signature]  
My Commission Expires: 6-27-08

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 16 day of ~~April~~ <sup>May</sup>, 2005, 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 Confirmatory Assignment Agreement on behalf of Russell Corporation, who signed and executed the foregoing instrument on behalf of Russell Corporation.

Notary Public: [Signature]  
My Commission Expires: 7-11-2005

Schedule A

Trademarks

APPLICATIONS:

Trademark	Country	Filing Date	Application No.	Registration No.
ALL AMERICAN	US	05/27/2004	78426370	
AMERICAN	US	05/27/2004	78426340	
AMERICAN	US	05/27/2004	78426308	
GEO SHAPES and design	US	09/02/1993	74431237	