

03-21-2003

Form PTO-1594 (Rev. 03/01) 3-4-03 RE
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇨ ⇨ ⇨



102396369

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):
Bike Athletic Company

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Delaware**
- Other _____

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

2. Name and address of receiving party(ies)
Name: **RUSSELL ASSET MNGMT, 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 _____

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: _____

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE Schedule "A" Attachment

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: **32**

7. Total fee (37 CFR 3.41).....\$ **815⁰⁰**

- 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

CM Champion

Signature

2/24/03

Date

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

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

03/21/2003 ECOOPER 00000032 1539396

01 FC:0521
02 FC:0522

40.00 DP
775.00 DP

TRADEMARK TM
REEL: 002696 FRAME: 0356

**SCHEDULE A
Assignment of Marks**

TRADEMARK	CLASSES	REGISTRATION NO.	REGISTRATION DATE	NEXT RENEWAL DATE
ADVANCED TECHNOLOGY SERVING ATHLETES WORLDWIDE	25 & 28	1,539,396	16-May-89	16-May-09
AIR-LITE	28	1,483,631	05-Apr-88	05-Apr-08
BIKE	9	1,105,980	14-Nov-98	14-Nov-08
BIKE	10	1,064,384	26-Apr-77	26-Apr-07
BIKE	25	1,511,036	01-Nov-88	01-Nov-08
BIKE	28	1,130,499	05-Feb-80	05-Feb-10
BIKE	5	0401712	01-Jun-43	01-Jun-03
BIKE	25	0526,897	27-Jun-50	27-Jun-10
BIKE (Slanted Sign)	25 & 28	1,710,117	25-Aug-92	25-Aug-12
BIKE AIR-LITE	28	1,464,732	10-Nov-87	20-Nov-07
BIKE Compression	25 & 28	2,124,612	30-Dec-97	30-Dec-07
BIKE & Design (Arrow)	25	2,303,776	28-Dec-99	28-Dec-09
BIKE & Design	25	1,390,000	15-Apr-86	15-Apr-06
THE BIKE & Design	25	0048,251	19-Dec-1905	19-Dec-05
BLUE LASER	28	1,462,053	20-Oct-87	20-Oct-07
COMPRESSION PERFORMANCE SHORT	25	2,195,361	13-Oct-98	13-Oct-08
CPS	28	1,490,332	31-May-88	31-May-08
GRID-STAR	9	2,437,199	20-Mar-01	20-Mar-11
HTC	5	0957,010	10-Apr-73	10-Apr-03
LADY BIKE	25	1,685,391	05-May-92	05-May-02
LASER	28	2,052,674	04-Apr-97	04-Apr-07
MPS4	25	2,294,313	23-Nov-99	23-Nov-09
PRO EDITION	9, 25 & 28	2,501,109	23-Oct-01	23-Oct-11
PRO-LITE	28	1,376,565	24-Dec-85	24-Dec-05
PRO-WRAP	5	0988,515	16-Jul-74	16-Jul-04
RED-DOG & DESIGN	28	845,845	12-Mar-68	12-Mar-08
RED-DOG	9	2,438,594	27-Mar-01	27-Mar-11
RIB-LITE	28	1,394,198	20-May-86	20-May-06
S'PORTFIT	25	1,942,001	19-Dec-95	19-Dec-05
SOUTHERN ATHLETIC	25	948,495	12-Dec-72	12-Dec-02
STRATA MESH	25 & 28	1,590,971	10-Apr-90	10-Apr-10
WINNERS WEAR BIKE	25 & 28	1,523,574	07-Feb-89	07-Feb-09

TRADEMARK ASSIGNMENT AGREEMENT

5th This Trademark Assignment Agreement (this "*Agreement*") is entered into this day of February, 2003 between Russell Asset Management, Inc., a Delaware corporation ("*Assignee*") and Bike Athletic Company, a Delaware corporation ("*Assignor*").

WHEREAS, Assignee is a subsidiary of Russell Corporation ("*Russell*");

WHEREAS, Assignor and Russell, have entered into that certain Asset Purchase Agreement dated as of January 30, 2003 (the "*Asset Purchase Agreement*") pursuant to which Assignor, as Debtor in Possession under Case No. 02-33249 in the United States Bankruptcy Court for the Eastern District of Tennessee, Northern Division at Knoxville, has agreed to assign certain Intellectual Property (as defined in the Asset Purchase Agreement) and associated goodwill to Assignee.

NOW, THEREFORE, pursuant to the Asset Purchase Agreement and in consideration of the mutual promises it contains, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as an integral and necessary part of the transaction, it is hereby agreed that:

1. **Assignment of Trademarks.** Assignor does hereby grant, assign, transfer and set over to Assignee all of Assignor's rights, title and interest whatsoever throughout the world in and to those trademarks and service marks, and registrations and applications for registration thereof, which are listed on Schedule A attached hereto which forms a part hereof, together with the goodwill of the business symbolized thereby, (collectively, the "*Assigned Marks*"), and the right to sue for all past, present and future infringements of the Assigned Marks.

2. **Duration.** This Agreement is made unto Assignee, its successors and assigns, for the full duration of all such rights, and any renewals or extensions thereof.

3. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of Tennessee.

(Signatures on Following Page)

(Signatures to Intellectual Property Assignment Agreement)

IN WITNESS WHEREOF, Assignor has hereunto set its hand as of the date set forth above.

ATTEST:

Maurice K Gunn

ASSIGNOR: BIKE ATHLETIC COMPANY

By: Paul J. Gross, Jr.
President

State of Tennessee, County of Knox, TO WIT:

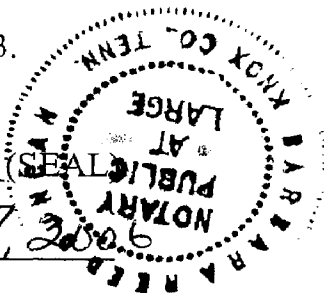
Before me, the undersigned Notary Public in and for the aforesaid jurisdiction, personally appeared Paul J. Gross, Jr. known to me or satisfactorily proven to be the person whose name is ascribed on the foregoing instrument and known to me to be the President of BIKE ATHLETIC COMPANY, a Delaware corporation, and acknowledged that he executed the said instrument for the purposes and considerations therein expressed, and as the act of said BIKE ATHLETIC COMPANY.

Given under my hand and seal this 5th day of February, 2003.

Barbara Red Duncan

Notary

My Commission expires: Feb. 7, 2006



For purposes of identification only, Assignee has signed this Trademark Assignment Agreement.

ATTEST:

Michael Champion

ASSIGNEE: RUSSELL ASSET MANAGEMENT, INC.

By: *Floyd G. Hoffman*
Floyd G. Hoffman
Sr. Vice President

State of GEORGIA, County of COBBS, TO WIT:

Before me, the undersigned Notary Public in and for the aforesaid jurisdiction, personally appeared Floyd G. Hoffman, known to me or satisfactorily proven to be the person whose name is ascribed on the foregoing instrument and known to me to be the Vice President of RUSSELL ASSET MANAGEMENT, INC., a Delaware corporation, and acknowledged that he executed the said instrument for the purposes and considerations therein expressed, and as the act of said RUSSELL ASSET MANAGEMENT, INC.

Given under my hand and seal this 5th day of February, 2003.

Jeanne M. Maynard (SEAL)
Notary
My Commission expires: _____

JEANNE M. MAYNARD
NOTARY PUBLIC, STATE OF GEORGIA
QUALIFIED IN FULTON COUNTY
COMMISSION EXPIRES JULY 11, 2005