

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Brooks Sports, Inc.		01/31/2005	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Fleet Capital Corporation
Street Address:	300 Galleria Parkway
Internal Address:	Suite 800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	CORPORATION: RHODE ISLAND

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	1161034	BROOKS
Registration Number:	2521124	BROOKS
Registration Number:	1319455	BROOKS
Registration Number:	1336768	BROOKS
Registration Number:	1683840	BROOKS
Registration Number:	2550943	
Registration Number:	1319453	
Registration Number:	2008775	HYDROFLOW
Registration Number:	2181990	PODULAR TECHNOLOGY
Registration Number:	2625911	RUN HAPPY
Registration Number:	2716205	RUNDERWEAR
Registration Number:	1419241	
Serial Number:	78266367	UNIVERSAL PLATFORM

CH \$740.00 1161034

Registration Number:	2920218	LINEAR PLATFORM
Registration Number:	2886717	PDRB
Registration Number:	2851037	ARIEL
Registration Number:	2918892	BEAST
Serial Number:	78266421	CURVED PLATFORM
Serial Number:	78309110	DRB
Serial Number:	78273444	GLYCERIN
Serial Number:	78309136	WANGANUI
Serial Number:	78309118	WATERBOY
Serial Number:	78172320	VAPOR-DRY
Registration Number:	2750754	
Serial Number:	78411217	RUN WORLD RUN
Serial Number:	78458982	E-FUSION
Serial Number:	78508169	ASR
Serial Number:	78508128	BROOKS
Serial Number:	78508147	

CORRESPONDENCE DATA

Fax Number: (404)602-9050
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-888-4145
Email: HWRITM@hunton.com
Correspondent Name: Elizabeth A. Mullican
Address Line 1: 600 Peachtree Street, N.E.
Address Line 2: Bank of Americal Plaza, Suite 4100
Address Line 4: Atlanta, GEORGIA 30308-2216

NAME OF SUBMITTER:	Elizabeth A. Mullican
Signature:	/Elizabeth A. Mullican/
Date:	02/09/2005

Total Attachments: 7

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SECURITY AGREEMENT
(Brooks Sports, Inc. -- Trademarks)

STATE OF WASHINGTON)
) ss.:
COUNTY OF KING)

WHEREAS, BROOKS SPORTS, INC., a Washington corporation (the "Assignor"), has adopted, used and is using marks which are the subject of registrations or pending applications in the United States Patent and Trademark Office as set forth on **Schedule A** (collectively, the "Trademarks");

WHEREAS, the Assignor is the sole owner of the entire right, title and interest in and to the Trademarks and the goodwill of the business symbolized by the Trademarks and the registrations thereof;

WHEREAS, the Assignor has through the execution of a Joinder Agreement dated as of December 30, 2004 become a Borrower under a Loan and Security Agreement, dated as of April 18, 2002 (as amended, modified, supplemented and restated from time to time, the "Loan Agreement"; unless otherwise defined herein, capitalized terms are used herein as defined in the Loan Agreement), among Russell Corporation and certain of its Affiliates, the financial institutions party thereto from time to time (the "Lenders") and Fleet Capital Corporation, as administrative agent for the Lenders (the "Administrative Agent"), pursuant to which the Lenders have made or agreed to make certain loans to the Assignor and may, from time to time hereafter, make additional loans to the Assignor;

WHEREAS, pursuant to the Loan Agreement the Assignor has agreed to assign and grant to the Administrative Agent, on behalf of the Lenders, a continuing security interest in, and a continuing lien on, all of the Assignor's right, title and interest in and to the following (collectively, the "Trademark Collateral"):

- (a) the Trademarks and any other trademarks (including service marks), trade names and trade styles and the registrations and applications for registration thereof of which Assignor is the sole and exclusive owner and the goodwill of the business symbolized by the foregoing trademarks;
- (b) licenses of the foregoing, whether as licensee or licensor;
- (c) renewals thereof;

(d) income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof;

(e) rights to sue for past, present and future infringements thereof, including the right to settle suits involving claims and demands for royalties owing;

(f) all rights corresponding to any of the foregoing throughout the world;

(g) all proceeds of and accessions to any and all of the foregoing, to secure the payment and performance of the Secured Obligations (as defined in the Loan Agreement); and

WHEREAS, the Assignor is required under the Loan Agreement to grant to the Lender, a continuing security interest in, and a continuing lien on, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign and grant to the Administrative Agent, on behalf of the Lenders, a continuing security interest in and a continuing lien on, the Trademark Collateral as security for the payment and performance of the Secured Obligations.

The Assignor hereby further acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the assignment of and security interest in and lien upon the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Security Agreement coupled with the Loan Agreement (and its exhibits) constitutes the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or representations regarding the subject matter herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its authorized officer or agent as of January 31, 2005.

[Corporate Seal]

BROOKS SPORTS, INC.

By: David M. Bohan
Name: David N. Bohan
Title: Sr. VP, COO+CFO

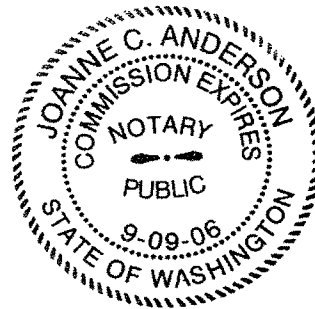
STATE OF WASHINGTON)
) ss.:
COUNTY OF KING)

On this 31 day of January, 2005 before me personally came David Bohan to me known, who, being by me duly sworn, did depose and say that he/she is Sr VP, COO and CFO of Brooks Sports, Inc., that he/she signed the foregoing instrument on behalf of said entity by his/her authority duly given, and that he/she acknowledged said instrument in writing to be the act and deed of said entity.

Joanne C. Anderson
Notary Public

My Commission Expires: Sept '06

[NOTARIAL SEAL]



Schedule A

Intellectual Property Rights

UNITED STATES TRADEMARKS

TRADEMARK	CLASS(ES)	TRADEMARK APPLICATION NO./FILING DATE	TRADEMARK REGISTRATION NO./ISSUANCE DATE
1. BROOKS	25	73/125926 05/09/77	1161034 07/14/81
2. BROOKS & NEW CHEVRON DESIGN	25	75/932902 03/02/00	2521124 12/18/01
3. BROOKS & V DESIGN	25	73/427688 05/26/83	1319455 02/12/85
4. BROOKS & V DESIGN & CHEVRON DESIGN	25	73/427681 05/26/83	1336768 05/21/85
5. BROOKS & V DESIGN (INTEGRAL)	25	74/046570 04/06/90	1683840 04/21/92
6. DESIGN (NEW CHEVRON OVAL)	25	76/002711 03/17/00	2550943 03/19/02
7. DESIGN ONLY	25	73/425025 05/09/83	1319453 02/12/85
8. HYDROFLOW	25	75/035222 12/21/95	2008775 10/15/96

TRADEMARK	CLASS(ES)	TRADEMARK APPLICATION NO./FILING DATE	TRADEMARK REGISTRATION NO./ISSUANCE DATE
9. PODULAR TECHNOLOGY	25	75/252947 03/05/97	2181990 08/18/98
10. RUN HAPPY	25	76/006174 03/21/00	2625911 09/24/02
11. RUNDERWEAR	25	76/117309 08/25/00	2716205 05/13/03
12. V DESIGN ON SHOE	25	73/109762 12/16/76	1419241 12/02/86
13. UNIVERSAL PLATFORM (STYLIZED)	25	78/266367 06/24/03	
14. LINEAR PLATFORM (STYLIZED)	25	78/266447 06/24/03	2920218 1/18/05
15. PDRB	25	78/312054 10/10/03	2886717 09/21/04
16. ARIEL	25	78/273440 07/11/03	2851037 06/08/04
17. BEAST	25	78/273430 07/11/03	2918892 1/18/05
18. CURVED PLATFORM (STYLIZED)	25	78/266421 06/24/03	
19. DRB	25	78/309110 10/03/03	

TRADEMARK	CLASS(ES)	TRADEMARK APPLICATION NO./FILING DATE	TRADEMARK REGISTRATION NO./ISSUANCE DATE
20. GLYCERIN	25	78/273444 07/11/03	
21. WANGANUI	25	78/309136 10/03/03	
22. WATERBOY	28	78/309118 10/03/03	Abandoned by PTO
23. VAPOR-DRY	25	78/172320 10/08/02	
24. CHEVRON WITHOUT OVAL	25	75/982684 03/23/00	2750754 08/12/03
25. RUN WORLD RUN	25	78/411217 04/30/04	
26. E-FUSION	25	78/458982 07/29/04	
27. ASR Block Letters	25	78/508169 10/29/04	
28. BROOKS Block Letters	18	78/508128 10/29/04	
29. Design Only	18	78/508147 10/29/04	