

RUSSELL ATHLETIC SPONSORSHIP AGREEMENT

This RUSSELL ATHLETIC SPONSORSHIP AGREEMENT ("Agreement") is effective as of July 1, 2008 (the "Effective Date"), by and between the RUSSELL ATHLETIC DIVISION OF RUSSELL CORPORATION, a corporation organized and existing under the laws of the State of Delaware ("Russell"), and the GEORGIA TECH ATHLETIC ASSOCIATION, a non-profit corporation organized under the laws of the State of Georgia ("GTAA"). (GTAA and Russell are hereinafter referred to collectively as the "Parties" and individually as a "Party".)

WITNESSETH

WHEREAS, GTAA assists the educational program of the Georgia Institute of Technology ("Georgia Tech") by maintaining, managing and operating athletic facilities and intercollegiate athletic programs for Georgia Tech;

WHEREAS, GTAA is a Georgia non-profit corporation which has been recognized as a tax-exempt entity under § 501(c)(3) of the Internal Revenue Code;

WHEREAS, Russell manufactures and distributes in the United States, and elsewhere, apparel and other products and desires to provide certain uniforms and other apparel for Georgia Tech's football (including coaches and sideline staff), baseball, softball, men's basketball, women's basketball, volleyball, men's cross country, women's cross country, men's golf, men's swimming and diving, women's swimming and diving, men's tennis, women's tennis, men's track and field, women's track and field, cheerleading and dance teams competing in intercollegiate athletics, along with Georgia Tech's athletic administration (the "Teams");

WHEREAS, GTAA desires to have Russell provide the apparel products described herein for the Teams;

WHEREAS, GTAA wishes to grant certain sponsorship rights and benefits to Russell on the terms and conditions set forth herein;

WHEREAS, Russell wishes to receive such sponsorship rights and benefits;

WHEREAS, GTAA intends to treat the entire Sponsorship Fee (as hereinafter defined) as a "qualified sponsorship payment" for the purposes of § 513 (i) of the Internal Revenue Code;

WHEREAS, this Agreement advances the tax-exempt purpose of GTAA; and

WHEREAS, the Parties desire that this Agreement memorialize the terms and conditions of Russell's sponsorship beginning on the Effective Date.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants contained herein (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

1. Russell as Exclusive Sponsor of the Teams. Russell hereby agrees to sponsor the Teams during the Term (as hereinafter defined). In sponsoring the Teams, Russell agrees to provide the Teams, in the amounts provided in, and otherwise in accordance with, Section 4(b) hereof, with game uniforms, sideline apparel, other items of apparel, balls and equipment listed on the attached Exhibit A (which may be amended by written agreement of the Parties from time to time), which is incorporated herein by reference (collectively the "Russell Apparel"), for each Year during the Term of this Agreement, at no cost to GTAA or the Teams.

2. Recognition of Russell as the Exclusive Sponsor of the Teams.

(a) Except as specifically otherwise permitted in Section 2(b), GTAA hereby agrees that Russell, during the Term, shall be the exclusive uniform and sideline apparel sponsor of the Teams, and during the Term, all student athletes participating on the Teams, and all coaches and athletic department staff, shall wear and use exclusively Russell Apparel provided by Russell pursuant to this Agreement whenever the Teams travel to or from, or compete, play, practice or

participate in connection with, as part of, or in preparation for any event, game (preseason, regular season or post-season), or public appearance (including, without limitation, sports clinics and camps and media interviews), so long as Russell timely provides these products pursuant to this Agreement. Personnel of the Teams (players, coaches and athletic department staff) shall not wear apparel items, or wear or use any other item listed on Exhibit A, that is manufactured or distributed by any entity other than Russell whenever the Teams travel to or from, or compete, play, practice or participate in connection with, as part of, or in preparation for any event, game (preseason, regular season or post-season), or public appearance (including, without limitation, sports clinics and camps and media interviews), except with Russell's prior written consent. No Team coach, staff member or other GTAA personnel shall wear any product supplied, directly or indirectly, by any Competitor (as such term is defined in Section 2(b)(i)) while in an office environment, during recruiting, or at any function attended as a representative of a Team or the GTAA.

(b) Notwithstanding the provisions of Section 2(a) above:

(i) GTAA will use its best efforts to ensure that coaches, players and any other personnel associated with the men's golf program wear and use Russell Apparel during practice and competitive play. In no event will any such player, coach or other person associated with the men's golf program use or wear any apparel or accessory product supplied by the following direct competitors of Russell: Nike, Adidas, Under Armour, Fila, Converse, Mizuno, KSwiss, New Balance (each a "Competitor" and collectively, "Competitors"). To the extent Russell includes such items of apparel in its product offerings, only Russell Apparel shall be worn in men's golf program team pictures and headshots for use in media guides.

(ii) With respect to football gloves, the exclusivity provisions of Section 2(a) shall apply beginning in 2010 immediately upon the expiration of GTAA's current supply contract covering football gloves.

(iii) GTAA will use its best efforts to ensure that only Spalding footballs and basketballs are used by the Teams during preseason, regular and post-season games, practice sessions, and sports clinics and camps.

(iv) GTAA will use its best efforts to ensure that only Dudley softballs are used by the Teams during preseason, regular and post-season games, practice sessions, and sports clinics and camps.

(v) Team personnel may wear or use accessory products supplied by an entity other than Russell if, but only to the extent that, Russell can neither supply the requested product category nor find a mutually agreeable source for a Russell branded solution. In such event, GTAA agrees to use best efforts to avoid using a Competitor's brand for the accessory item.

(vi) Russell recognizes that the Teams and/or their coaches will or may enter into a contract with a shoe manufacturer during the Term of this Agreement, and Russell acknowledges and agrees that the Teams and their coaches may wear the shoes produced by such a manufacturer without violating the exclusivity provisions of this paragraph; provided, however, that in no event shall any logo or other brand identification for such shoes appear on any other items of apparel or accessories utilized by the Teams during the Term hereof. If during the Term Russell develops or acquires sport-specific game and/or training footwear products, GTAA will test and give good faith consideration to using such Russell footwear if and when it goes to market.

(vii) Notwithstanding any other provision of this paragraph, no member of the Teams shall be required to wear Russell Apparel when, in the opinion of the Team physician, the wearing of such apparel is medically contraindicated, provided that Russell will have the opportunity to promptly make corrective apparel, at Russell's expense, for such affected person in any such situation.

(c) GTAA represents and warrants that it has not entered into any agreement with any other manufacturer, supplier or entity that conflicts with the exclusivity provisions of this Section 2. GTAA further represents and warrants that it has the right and power to enter into and be bound by the terms of this Agreement, except as listed in Exhibit B.

3. Term; Negotiating Rights. Unless earlier terminated in accordance with Section 8 hereof, this Agreement shall commence on the Effective Date and continue through June 30, 2013; provided that the term of this Agreement will automatically be extended through June 30, 2018 unless either party gives notice to the other on or before August 1, 2012 that it elects not to so extend (such period beginning on the Effective Date and ending on June 30, 2013 or June 30, 2018, as the case may be, referred to herein as the "Term"). The term "Year" as used in this Agreement shall mean the twelve (12) month period beginning each July 1 during the Term.

GTAA agrees that, for the ninety-day period ending two months prior to the end of the Term (the "Exclusive Negotiating Period"), it will negotiate with Russell, exclusively and in good faith, for apparel sponsorship rights for the Teams beyond the expiration of this Agreement. GTAA further agrees that it will not (nor shall it permit its agents, attorneys, accountants, representatives, or employees to), at any time during the Term on or before the end of the Exclusive Negotiating Period, entertain or engage in discussions or negotiations with any third party regarding outfitter rights, product supply, sponsorship or promotion with respect to apparel, protective equipment, accessories or balls for the Teams once the Term has expired. In addition,

if at any time during or after the end of the Term GTAA receives an offer, whether solicited or unsolicited, from a third party to sponsor or supply any such apparel or accessory product, protective equipment or balls to GTAA or any Team during any part of the 12 months following the end of the Term (a "Competitor Offer"), GTAA will provide (in writing and on the letterhead of the Competitor or other identifiable stationery) to Russell the terms of any such offer, and Russell shall have the opportunity, until the later of (i) 45 days after receiving the terms of such Competitor Offer or (ii) the end of the Exclusive Negotiating Period, to provide GTAA with a counterproposal. If Russell shall notify GTAA that it will extend the Agreement on terms no less favorable to GTAA than the material, measurable, and matchable terms contained in the Competitor Offer, then GTAA agrees to execute an extended agreement with Russell on the terms of Russell's counterproposal. If Russell does not make a counterproposal, or does not match or better the material, measurable and matchable terms of the Competitor Offer, then GTAA shall be free to enter into a sponsorship or supply arrangement with the party making the Competitor Offer, on the terms provided in such Competitor Offer.

4. Sponsorship Fees. In consideration of the Sponsorship Benefits (as hereinafter defined) granted by GTAA to Russell as expressly set forth herein, Russell hereby agrees to pay to GTAA a cash sponsorship fee as set forth in Section 4(a) (the "Cash Sponsorship Fee") and to provide GTAA Russell Apparel as set forth in subsection (b) of this Section 4 (the "In-Kind Sponsorship Fee"). (The Cash Sponsorship Fee and the In-Kind Sponsorship fee are collectively referred to as the "Sponsorship Fee".)

(a) Cash Sponsorship Fee.

(i) The Cash Sponsorship Fee shall be paid by Russell to GTAA in periodic installments as indicated below:

	<u>Period</u>	<u>Cash Sponsorship Fee</u>
YEAR 1	July 1, 2008 – June 30, 2009	\$750,000
YEAR 2	July 1, 2009 – June 30, 2010	\$750,000
YEAR 3	July 1, 2010 – June 30, 2011	\$750,000
YEAR 4	July 1, 2011 – June 30, 2012	\$750,000
YEAR 5	July 1, 2012 – June 30, 2013	\$850,000

And, if the Term extends beyond June 30, 2013 as contemplated in Section 3 hereof:

YEAR 6	July 1, 2013 – June 30, 2014	\$850,000
YEAR 7	July 1, 2014 – June 30, 2015	\$900,000
YEAR 8	July 1, 2015 – June 30, 2016	\$900,000
YEAR 9	July 1, 2016 – June 30, 2017	\$950,000
YEAR 10	July 1, 2017 – June 30, 2018	\$950,000

The Cash Sponsorship Fee payable for each Year shall be payable in two equal installments on September 1 and March 1 of the applicable Year (each such payment, a “Cash Sponsorship Fee Installment”). The first Cash Sponsorship Fee Installment payment shall be made on or before September 1, 2008. Russell shall be entitled to a pro rata refund of the Cash Sponsorship Fee paid for a particular Year if Russell terminates this Agreement in such a Year in accordance with Section 8 hereof as a result of a material breach of this Agreement by GTAA which has not been timely cured.

(ii) The Cash Sponsorship Fee in any Year shall increase for that Year by the amounts set forth below (the “Additional Cash Sponsorship Fee”) for Georgia Tech’s achievement of the following:

- A. Head football coach is selected National Coach of the Year by Associated Press, *USA Today*-ESPN or any national sportswriters’ association: \$10,000;

B. The highest of the following ((I), (II) and (III) are not cumulative):

- (I) Atlantic Coast Conference football championship winner: \$20,000;
- (II) Football team wins a Bowl that is part of the Bowl Championship Series
(or any successor format thereto): \$50,000; or
- (III) Bowl Championship Series football national champion: \$100,000;

C. The highest of the following (not cumulative):

- (I) Atlantic Coast Conference men's basketball championship tournament
winner: \$20,000;
- (II) Men's basketball team qualifies for the NCAA Final Four: \$50,000; or
- (III) Men's NCAA Basketball Tournament national champion: \$100,000;

D. The highest of the following (not cumulative):

- (I) Atlantic Coast Conference women's basketball championship
tournament winner: \$10,000;
- (II) Women's basketball team qualifies for the NCAA Final Four: \$25,000;
or
- (III) Women's NCAA Basketball Tournament national champion: \$50,000;

E. Baseball College World Series national champion: \$10,000;

F. Volleyball national champion: \$5,000;

G. Softball national champion: \$5,000.

Although the sub-items under paragraphs B, C and D above are *not* cumulative, components A through G of the Additional Cash Sponsorship Fee *shall* be cumulative. By way of illustration but not limitation, GTAA would be entitled to an Additional Cash Sponsorship Fee of \$110,000 if Georgia Tech's head football coach is selected National Coach of the Year, its football team

wins a BCS bowl but not the BCS national championship, and its women's basketball team is the NCAA basketball tournament national champion.

(b) In-Kind Sponsorship Fee. Russell agrees to provide to GTAA, at no cost to GTAA, and as the In-Kind Sponsorship Fee, those types of Russell Apparel selected by GTAA each year up to the amounts indicated below:

	<u>PERIOD</u>	<u>In-Kind Sponsorship Fee</u>
YEAR 1	July 1, 2008 – June 30, 2009	\$1,100,000
YEAR 2	July 1, 2009 – June 30, 2010	\$1,100,000
YEAR 3	July 1, 2010 – June 30, 2011	\$1,100,000
YEAR 4	July 1, 2011 – June 30, 2012	\$1,100,000
YEAR 5	July 1, 2012 – June 30, 2013	\$1,250,000
And, if the Term extends beyond June 30, 2013 as contemplated in Section 3 hereof:		
YEAR 6	July 1, 2013 – June 30, 2014	\$1,250,000
YEAR 7	July 1, 2014 – June 30, 2015	\$1,300,000
YEAR 8	July 1, 2015 – June 30, 2016	\$1,300,000
YEAR 9	July 1, 2016 – June 30, 2017	\$1,350,000
YEAR 10	July 1, 2017 – June 30, 2018	\$1,350,000

GTAA shall choose the types of Russell Apparel that will constitute the In-Kind Sponsorship Fee. GTAA shall be entitled to receive all such Russell Apparel chosen as part of the In-Kind Sponsorship Fee until the Russell Apparel ordered by GTAA in any Year of the Term is equal to that amount set out for the Year as listed above, based upon retail price. Any portion of the In-Kind Sponsorship Fee not utilized by GTAA in any Year shall be forfeited. The selection, use and allocation of the Russell Apparel selected as part of the In-Kind Sponsorship Fee shall be at the sole discretion of GTAA, provided exclusivity obligations in all categories listed in Exhibit A

are met. To the extent the Teams require Russell Apparel in amounts exceeding the In-Kind Sponsorship Fee for any Year, GTAA shall purchase such items from Russell, and Russell shall sell such items to GTAA at wholesale prices.

5. Additional Russell Commitments. Russell agrees to do the following throughout the Term:

(a) For the first Year, provide a \$100,000 (at retail value) apparel allotment for Georgia Tech Athletic Department staff, and for each Year after the first Year, provide a personal apparel allotment product credit of \$100,000 (retail value) for coaches and administrators. The Georgia Tech Director of Athletics will allocate this product credit.

(b) Each Year, provide GTAA \$100,000 in retail value of Russell product for use in camps and/or clinics.

(c) Sell direct to GTAA at wholesale prices products sold under its Russell Athletic, Bike, Spalding, Brooks, Dudley and Moving Comfort brands.

(d) Incorporate Georgia Tech logos and imagery in Russell marketing collateral and industry trade shows where appropriate.

(e) Create a link from Russell Athletic's website to RamblinWreck.cstv.com.

(f) Use its best efforts in working with the operator of Georgia Tech's campus bookstore to create a store-in-store concept shop.

(g) Use reasonable best efforts to increase the presence of GTAA licensed apparel at retail.

(h) Use reasonable best efforts to decorate all apparel sold or provided under this Agreement at facilities owned by Russell.

(i) Designate GTAA as Russell's first "performance institution". Russell will utilize GTAA athletes and facilities as a performance lab for testing new product concepts and/or

innovations. In up to three formal sessions per Year, GTAA shall have the opportunity to provide product line feedback during the conceptual phase of product development. Additional product testing session dates and times may be mutually agreed upon by GTAA and Russell.

(j) Each Year, provide two (2) internship positions for Georgia Tech students. GTAA will provide office space for one of these positions at Georgia Tech. Russell will provide office space for the other internship position at Russell's headquarters in Atlanta, GA. Interns will work on assignments mutually agreed upon by GTAA and Russell. Russell will pay a stipend to student interns.

6. Sponsorship Benefits. Each Year during the Term of this Agreement and in consideration of the Sponsorship Fee paid by and the other commitments of Russell hereunder, GTAA grants and shall provide to Russell the following rights and benefits in recognition of its sponsorship of the Teams (the "Sponsorship Benefits"):

(a) Exclusivity: Exclusivity in the apparel, accessory and equipment categories set forth on Exhibit A for each full season, to include any and all pre- and post-season play, for all Teams and for the Term of this Agreement, subject only to the exceptions expressly set forth in Section 2(b).

(b) Designations: Right to use "Official Outfitter of Georgia Tech (Team)" or similar language. Right to use "Official Uniform of Georgia Tech (Team)". Right to use "Official Team Uniform and Apparel Outfitter of Georgia Tech Athletics" or comparable designation. Russell shall have the right to use these designations in its advertising and sales literature.

(c) Promotions: Reasonable efforts by GTAA to support Russell promotions by securing autographed prizes, approvals on mutually agreeable promotion elements and other

promotional efforts by Russell, provided that such promotions are made pursuant to National Collegiate Athletic Association ("NCAA"), GTAA and Atlantic Coast Conference rules and regulations.

(d) Equipment cases: The right, but not the obligation, to affix "Russell Athletic" logos to equipment cases used by the Football Team.

(e) Head coaches' appearances on behalf of Russell: GTAA shall secure the following appearances by the head coach of each Team for each Year of the Term (all appearances shall be at mutually agreeable dates and times):

(i) One appearance for a personal endorsement in a :30 or :60 radio and/or television commercial and audio and videotapes;

(ii) One still photography session for use in print advertising, catalogs, point-of-sale advertising and other marketing collateral; and

(iii) One appearance by each head coach for promotional purposes; Russell shall pay the reasonable travel and accommodation costs.

(f) Venue signage/announcements:

(i) GTAA will provide multiple permanent signs in each Team's stadium, arena or other game venue. This signage shall be placed and remain in locations to be mutually agreed upon by Russell and GTAA, which shall in any case be locations that are prominent and highly visible to television cameras.

(ii) During each home game of each Team throughout the Term, GTAA will make two (2) public address system announcements promoting Russell Athletic as the "Official Uniform and Apparel Outfitter" of that Team and Georgia Tech Athletics. Russell shall approve the text of these announcements.

(g) Media:

(i) Four color full page ad in all game programs and media guides of all Teams, including *Buzz*.

(ii) For all Team home games, two (2) :30 in-game video board promotion spots, or similar alternative mutually agreed upon by the parties.

(iii) GTAA will use its best efforts to use images in its marketing collateral that provide high visibility for Russell's logos.

(iv) All Team coaches shall wear exclusively Russell apparel during "coaches' shows".

(v) The opportunity, if and when available, to have Russell's trademark name and logo included on press backdrops.

(h) Event tickets and Hospitality: GTAA shall provide Russell with the following on a complimentary basis:

(i) Football

A. One hundred (100) tickets to a mutually agreeable home Football game each season, along with a corporate tent and catering for up to 100 guests.

B. Twelve (12) Football season tickets in a prime location (which may be used for or in retail promotion(s)).

C. Six (6) season parking passes for home games, and, upon Russell's request, two (2) parking passes for each away game, including postseason contests.

- D. Ten (10) Football game tickets to any post-season football bowl game, and opportunity for Russell to purchase up to six (6) additional tickets.
 - E. For each home football game, a suite located in a mutually agreeable location at Georgia-Tech's football stadium for up to 24 guests, including full service catering.
 - F. Field passes as requested by Russell, not to exceed four (4) passes.
 - G. Ten (10) tickets for each away game, as requested by Russell by August 1 of each Year.
 - H. Right to be included, at Russell expense, in block of rooms at team hotel for all away games (including post-season contests).
 - I. Photographer's credentials for one person for each home game and, as requested by Russell, for each away game.
- (ii) Men's and Women's Basketball. For each of men's and women's basketball:
- A. Twelve (12) season VIP courtside tickets
 - B. Six (6) season parking passes for home games, and two (2) parking passes to all post-season games
 - C. Eight (8) tickets to all post-season games
 - D. Twelve (12) additional tickets to a mutually selected home game and two (2) additional parking passes for the selected game; use of coaches' corner for such game dates as may mutually be agreed upon
 - E. Right to be included, at Russell's expense, in block of rooms at Team hotel for all away games, including post-season games

(iii) Baseball.

- A. Six (6) season tickets in premium seating
- B. Two (2) season parking passes for home games
- C. Six (6) tickets to each post-season game
- D. 24 additional tickets and two (2) parking passes to a home game mutually agreed upon

(i) Third Party Sales: GTAA will make reasonable efforts to refer Russell to other corporate partners seeking an apparel source.

(j) Direct Mail – Russell shall have the right, at no charge, to include offers, surveys and other literature in GTAA mailings to its coaches, kids' club members, athletic boosters and season ticket holders. GTAA also agrees to include on football and men's and women's basketball season tickets a product coupon for a retailer of Russell apparel.

(k) Photography: GTAA will provide stock still photography of head coaches and in-game photos for all Team sports for Russell's marketing purposes (e.g. in-store point-of-purchase display, internal sales meetings). GTAA will provide Russell's photographer with media credentials for mutually agreed-upon athletic contests. Russell will have photography usage rights with approvals by GTAA and pursuant to NCAA, GTAA and Atlantic Coast Conference rules and regulations.

(l) Joint Press Release: Russell and GTAA will prepare a mutually agreeable press release announcing this Agreement.

(m) Product Sales: GTAA will use commercially reasonable efforts, along with the Licensing office, to encourage the University-owned and surrounding fan shops to support the Georgia Tech/Russell Athletic relationship with the purchase of "Russell Athletic" apparel.

(n) Retail Promotions:

(i) GTAA will include a Russell product coupon for GTAA/Russell joint retail promotions in season-ticket mailings to be mutually agreed upon by the parties.

(ii) Two (2) times per Year and at no charge, GTAA will provide Russell with the use of Georgia Tech athletic facilities for Russell's sales or customer meetings. Exact dates and times of use shall be as mutually agreed by the parties.

(o) Retail Sales at Football Games: Russell shall have the right to operate, in conjunction with Georgia-Tech's campus bookstore, a retail tent at all home football games. The tent shall be located in a mutually agreed-upon high-traffic location around the stadium.

(p) Distribution of Championship Apparel: If and whenever a Team wins a championship, Russell shall have the exclusive right to access Team locker rooms, GTAA or Team post-game press conferences, and all other venues in which the championship is celebrated, for the purpose of distributing championship apparel and accessories (including uniform replicas, tees, fleece, outerwear, performance apparel and headwear). For avoidance of doubt, Russell shall have this exclusive right in connection with any and all of the following: ACC championships; NCAA men's basketball region championship (i.e. if the Georgia Tech men's basketball team reaches the Final Four); NCAA men's basketball national championship; N.I.T. basketball championship; baseball College World Series; and Bowl Championship Series and other football bowl games. Russell will bear the cost of all apparel and accessories distributed.

(q) GTAA Licensed Apparel: GTAA will use its best efforts to establish Russell Athletic as the exclusive brand of GTAA-licensed apparel for team-issue authentic and replica uniforms and apparel. GTAA will use its best efforts to ensure that no apparel that is not



Russell-branded and which is (i) uniform replica apparel or (ii) another apparel product substantially similar to or bearing the same designs as Russell Apparel supplied or sold to the Teams or the GTAA by Russell under this Agreement, shall be offered for sale at Georgia Tech's bookstore or otherwise. The exclusive apparel covered by this paragraph will include designs of on-field uniforms and sideline apparel that Russell will submit to GTAA for review on an annual basis.

(r) Website: GTAA agrees to support Russell in its efforts to become the exclusive apparel and headwear brand sold on the *RamblinWreck.cstv.com* online store or other similar online store. GTAA also agrees to create a website link from *RamblinWreck.cstv.com* to Russell's website.

7. Advertising Rights. During the Term, Russell shall be permitted to publicize and advertise the fact that Russell is the exclusive sponsor and outfitter of the Teams. Accordingly, Russell may use the words "Georgia Tech Athletic Association", "Georgia Tech" and "Yellow Jackets" and associated logos and trademarks in any such advertising campaign and shall be allowed to utilize Georgia Tech photography in such advertising provided that such usage is approved by GTAA (such approval not to be unreasonably withheld) and conforms with NCAA standards. Russell shall submit to GTAA for approval Russell's proposed use of GTAA's names and marks, with such approval not to be unreasonably withheld or delayed by GTAA. If GTAA does not give any response to Russell regarding Russell's proposed use of GTAA's names and marks within ten (10) days notice in accordance with Section 10 herein, GTAA shall be deemed to have approved such proposed uses by Russell. It is agreed and understood that any approved advertising shall in no way be written to express or imply an endorsement by GTAA nor are any representations to be so made. Further, the approved advertising shall in no way be offensive to GTAA or to its standing as an institution of learning.

8. Termination.

(a) This Agreement shall terminate upon the expiration of the Term as described herein. Russell, in addition to any other remedies available at law or in equity, may also terminate this Agreement and all obligations hereunder prior to the expiration of the Term in the event that GTAA or its representatives default in the performance of any material term of this Agreement, and such default continues for a period of thirty (30) days after GTAA receives written notice of such default from Russell, provided, that if the nature of such default is curable but the same cannot with due diligence be cured within such thirty (30) day period, GTAA shall not be deemed to be in default if it has commenced in good faith within such thirty (30) day period to cure the default and thereafter diligently pursues such cure to completion.

(b) In the event that Russell defaults in the performance of any term of this Agreement, and such default continues for a period of thirty (30) days after Russell receives written notice of such default from GTAA, GTAA shall have the right to terminate this Agreement at the conclusion of such thirty (30) day period, provided, that if the nature of such default is curable but the same cannot with due diligence be cured within such thirty (30) day period, Russell shall not be deemed to be in default if it has commenced in good faith within such thirty (30) day period, to cure such default and thereafter diligently pursues such cure to completion. In the event of such termination upon default by Russell, in addition to any rights or remedies which GTAA may have at law or in equity, GTAA shall be relieved of its obligations hereunder, and GTAA shall be entitled to retain permanently any and all Russell Apparel provided to GTAA as of the date of such termination.

(c) In the event that any Team is placed on probation or given a more serious penalty by the NCAA or any conference with which GTAA is affiliated during the Term of this Agreement upon a finding, after inquiry, that the Team or any member thereof or any person

9. Confidentiality Agreement. To the extent permitted by law, the parties agree that they will maintain this Agreement and its terms in confidence except (a) as necessary to perform the parties' obligations under this Agreement; and, (b) as permitted with the express written permission of the other party hereto.

If to Russell:

Russell Corporation

ATTN: President, Russell Athletic

3330 Cumberland Blvd., Suite 700

Atlanta, GA 30339

Russell Corporation
ATTN: Legal Department
3330 Cumberland Blvd., Suite 800
Atlanta, GA 30339

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Director of Athletics

150 Bobby Dodd Way, NW

Atlanta, GA 30332

11. Proprietary Information. All ideas, plans, specifications, formulations, processing procedures, quality standards, trade secrets, designs, apparatus, production methods and techniques, know-how, trademarks, trade dress, packaging, component parts and other information and materials supplied by Russell to GTAA or learned by GTAA about Russell during their performance under this Agreement (the "Information") and any improvements to any designs, plans, inventions, styles, patterns, concepts or ideas of Russell's during Russell's and GTAA's performance under this Agreement are proprietary to Russell and shall at their inception be and remain the sole and exclusive property of Russell. GTAA agrees that any idea, discovery or improvement which is conceived or first reduced to practice by GTAA or Russell in connection with Russell's performance under this Agreement using the Information or in connection with Russell's services for GTAA shall be the sole property of Russell, and any such idea, discovery or improvement that is subject to copyright classification under 17 U.S.C. § 101 et seq., shall be deemed to be a "work made for hire" as such term is used in the Copyright Act of 1976. GTAA agrees to execute any and all documents requested by Russell, including but not limited to, patent applications, to perfect, secure or record Russell's property rights to the Information and improvements described in this Paragraph.

12. Russell's Trademarks and Materials. Russell represents and warrants that it is the owner or otherwise has the legal right to use the name "RUSSELL ATHLETIC," its "R" logo, the word "RUSSELL," and various other trademarks applied for, owned or controlled by Russell

or its affiliates (the "Russell Marks"). GTAA agrees that GTAA has no right to use or claim any interest in the Russell Marks, except as expressly provided under this Agreement. GTAA agrees not to contest or otherwise challenge Russell's ownership or rights to use the Russell Marks or use any trademarks confusingly similar thereto for athletic apparel, athletic footwear and related goods and services. GTAA will not use the Russell Marks, or any of Russell's trademarked or copyrighted material, packaging, trade dress, the Information or any other materials supplied to GTAA by Russell for any purpose other than to perform GTAA's obligations, or exercise its rights, under this Agreement in a manner consistent with this Agreement. No license or permission to use the Russell Marks or any trademark or design of Russell or its affiliates is granted except as displayed on the Russell Apparel provided by Russell under this Agreement. GTAA warrants that any goods provided by Russell to GTAA pursuant to this Agreement which contain any Russell Mark or other trademark or trade name of Russell or its affiliates will be used only in connection with the Teams and will not be sold, delivered, or conveyed to any third party other than a member of the Teams, except with the express written consent of Russell. The content and placement of all Russell Marks or references to Russell in connection with Russell's Sponsorship Benefits shall be supplied in advance by Russell or shall be subject to Russell's prior written approval.

13. GTAA's Trademarks and Materials. Russell recognizes and agrees that GTAA is the owner or otherwise has the legal right to use "Georgia Tech", "Yellow Jackets" and various other trademarks owned or controlled by GTAA (the "Georgia Tech Marks") and that Russell has no right to use or claim any interest in the Georgia Tech Marks, except as expressly provided under this Agreement or in a separate licensing agreement with or on behalf of GTAA or an affiliated entity. Russell agrees not to contest or otherwise challenge the ownership or rights to Georgia Tech Marks or use any trademarks confusingly similar thereto.

14. Relationship. This Agreement shall not be deemed to create a partnership or joint venture relationship between GTAA and Russell. GTAA acknowledges that it is responsible for all wages, salaries, withholdings, taxes, unemployment insurance premiums, workers' compensation insurance premiums and all other employee benefit premiums, expenses and plan costs of GTAA's employees. Nothing contained herein shall give Russell any right to control the hiring, firing, training or supervision of GTAA's employees, as GTAA retains the rights and obligations thereof. Similarly, Russell acknowledges that it is responsible for all wages, salaries, withholdings, taxes, unemployment insurance premiums, workers' compensation insurance premiums and all other employee benefit premiums, expenses and plan costs of Russell's employees. Nothing contained herein shall give GTAA any right to control the hiring, firing, training or supervision of Russell's employees, as Russell retains the rights and obligations thereof.

15. Severability. If any provision or portion of this Agreement is void, restricted, prohibited or unenforceable in any jurisdiction, such provision or portion shall, as to such jurisdiction only, be struck from this Agreement to the extent of such restriction, prohibition or unenforceability, without invalidating or affecting the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision or portion of this Agreement in any other jurisdiction or its application to other parties or circumstances.

16. Waiver. No failure or delay on the part of any party exercising or holding any power or right hereunder shall operate as a waiver of that power or right, nor shall any single or partial exercise of any right or power preclude any further or other exercise thereof or the exercise of any other right or power hereunder.

17. Assignment. This Agreement may not be assigned by either party without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed.

18. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which when so executed and delivered shall be taken to be an original, but such counterparts shall together constitute but one and the same document.

19. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written with respect to the subject matter hereof, and there are no warranties, representations or other agreements between the parties except as specifically set forth herein. This Agreement may be amended, modified or supplemented only by written agreement of both parties.

20. Paragraph Headings. Paragraph headings herein are used solely for convenience of reference and are not intended nor in any event are to be given any weight in the construction or interpretation of this Agreement.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on
the date(s) indicated below, with effect from the date first above written.

RUSSELL ATHLETIC DIVISION
OF RUSSELL CORPORATION

By: 

Name: Douglas R. Kelly

Title: President, Russell Athletic

Date: 10/30/07

GEORGIA TECH ATHLETIC
ASSOCIATION

By: 

Name: Dan Radakovich

Title: Director of Athletics

Date: OCT 30 2007

By: 

Name: G. Wayne Clough

Title: President, Georgia Tech
Chairman, Georgia Tech
Athletic Association
Board of Trustees

Date: 10/30/07

EXHIBIT A

RUSSELL APPAREL

1. All game uniforms and apparel for the Teams
2. All sport-specific practice and workout apparel for the Teams
3. All travel apparel for the Teams, including coaches' sideline and recruiting apparel
4. All training apparel for the Teams, including under layer products
5. All sideline apparel and headwear for Team coaches and sideline personnel for regular and post-season play
6. All accessories that Russell can supply
7. All protective equipment, except for football shoulder pads and helmets
8. Team issue authentic and replica uniforms and apparel (including moisture management and other performance apparel)
9. Spalding and Dudley game and practice balls and accessories

Apparel above includes, but is not limited to:

- Jerseys
- Pants or shorts
- Warm-up tops or bottoms
- Polo's and other tops worn by coaches and sideline staff (i.e. sweaters, vests, pullovers)
- General Tees and Fleece
- Undershirts
- Performance undergarments, such as compression shorts and tight fitting under shirts
(usually constructed of moisture management fabrics)

- Rain gear
- Socks (unless Russell sock line does not fill specific need)
- Wristbands, headbands, bicep bands
- Travel Bags
- Headwear (caps, skull caps)
- Gloves, fabric sleeves

** All products covered in this agreement assume Russell can supply the requested product category or will find a mutually agreeable source for a Russell branded solution.

EXHIBIT B

EXCEPTIONS TO GTAA'S AUTHORITY