

05-24-2001



5/17/01

101727550
**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

MAY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission Document ID # _____ (Non-Recordation)

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other **GRANT OF TRADEMARK SECURITY INTEREST**

Effective Date
Month Day Year
05/08/2001

Conveying Party

Mark if additional names of conveying parties attached

Name **BJIP, Inc.** Execution Date
Month Day Year
05/08/2001

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization **Delaware**

Receiving Party

Mark if additional names of receiving parties attached

Name **Canadian Imperial Bank of Commerce, as Administrative Agent**

DBA/AKA/TA _____

Composed of _____

Address (line 1) **425 Lexington Avenue**

Address (line 2) _____

Address (line 3) **New York** **New York** **10017**
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment).

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

FORM PTO-1618B
Expires 06/30/99
OMB 0651-0027

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Domestic Representative Name and Address

Enter for the First Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/786357"/>	<input type="text" value="76/116120"/>	<input type="text" value="76/116122"/>	<input type="text" value="2341926"/>	<input type="text" value="2010577"/>	<input type="text" value="88059410"/>
<input type="text" value="76/116123"/>	<input type="text" value="75/786318"/>	<input type="text"/>	<input type="text" value="940486"/>	<input type="text" value="2063830"/>	<input type="text" value="1408527"/>
<input type="text" value="76/116121"/>	<input type="text" value="76/116119"/>	<input type="text"/>	<input type="text" value="1571949"/>	<input type="text" value="1083550"/>	<input type="text" value="1535326"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

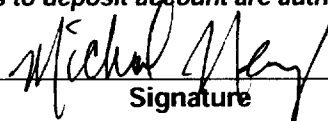
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Michael J. Neary
Name of Person Signing


Signature

05/17/2001
Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from the Assignment).

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, BJIP, Inc., a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, WinsLoew Furniture Inc., a Florida corporation ("**Borrower**"), has entered into a Credit Agreement dated as of May 8, 2001 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), CIBC Inc., as Swing Line Lender, Canadian Imperial Bank of Commerce, acting through one or more of its agencies, branches or affiliates as Administrative Agent (in such capacity, "**Secured Party**"), Antares Capital Corporation and Heller Financial, Inc., each as Co-Syndication Agent, and General Electric Capital Corporation, as Documentation Agent, pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrower; and

WHEREAS, Borrower may from time to time enter, or may from time to time have entered, into one or more Hedge Agreements (collectively, the "**Lender Hedge Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Hedge Agreements are entered into (in such capacity, collectively, "**Hedge Exchangers**"); and

WHEREAS, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of May 8, 2001 (said Subsidiary Guaranty, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "**Guaranty**") in favor of Secured Party for the benefit of Lenders and any Hedge Exchangers, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Borrower under the Credit Agreement and the other Loan Documents and all obligations of Borrower under the Lender Hedge Agreements, including without limitation the obligation of Borrower to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of May 8, 2001 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

Grant of Trademark
Security Interest

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the "Trademark Registrations"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the "Trademark Rights"), and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (the "Associated Goodwill"); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 8th day of May, 2001.

BJIP, INC.

By: Vincent Tortorici, Jr.

Vincent Tortorici, Jr.
Vice President, CFO, Secretary and/or Assistant
Secretary

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Grant of Trademark
Security Interest

LA1:930045

TRADEMARK
REEL: 002301 FRAME: 0554

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

MARK	Reference	Mark Type Class	SERIAL NO. REG. NO.	FILED ISSUED	Owner/Registrant
AERO	UNITED STATES	TM 20	75/528312 2341926	07/30/1998 04/11/2000	BJIP, Inc.
BROWN JORDAN	AUSTRIA	TM 20	AM6049/98 179456	09/29/1998 12/11/1998	BJIP, Inc.
BROWN JORDAN	AUSTRALIA	TM 20	360773 B360773	05/28/1981 02/07/1985	Brown Jordan Company
BROWN JORDAN	BENELUX	TM 20	40427 353011	05/09/1978 01/22/1979	BJIP, Inc.
BROWN JORDAN	CANADA	TM	756467 458888	06/07/1994 06/07/1996	Brown Jordan Company
BROWN JORDAN	FRANCE	TM 20	958709 1492073	10/04/1988 10/04/1988	Brown Jordan Company
BROWN JORDAN	GERMANY	TM 20	B58385/20Wz 969296	05/24/1977 03/23/1978	Brown Jordan Company
BROWN JORDAN	GREECE	TM 20	139916/99 139916	03/10/1999 08/17/2000	BJIP, Inc.
BROWN JORDAN	16390-ITA (A) ITALY	TM 20	T098C002758 817369	09/22/1998 06/06/2000	BJIP, Inc.
BROWN JORDAN	MEXICO	TM 20	223748 493006	02/07/1995 05/26/1995	Brown Jordan Company
BROWN JORDAN	PHILIPPINES	TM 20	4-1999-4008	06/08/1999	BJIP, Inc.
BROWN JORDAN	SWITZERLAND	TM 20	09399/1998 459786	11/13/1998 03/23/1999	BJIP, Inc.
BROWN JORDAN	TAIWAN	TM 20	(88)59402	11/26/99	Brown Jordan Company
BROWN JORDAN	UNITED STATES	TM 20	376374 940486	11/17/1970 08/08/1972	BJIP, Inc.

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Grant of Trademark
Security Interest

LA1:930045.1

**TRADEMARK
REEL: 002301 FRAME: 0555**

MARK	Reference	Mark Type Class	SERIAL NO. REG. NO.	FILED ISSUED	Owner/Registrant
BROWN JORDAN	VENEZUELA	TM (N) 32	8733/80 109238F	11/18/1980 07/18/1984	Brown Jordan Company
DESIGN (Roma chair)	UNITED STATES	TM 20	75/578874	10/29/1998	Brown Jordan Company
FLORENTINE	UNITED STATES	TM 20	738810 1571949	07/06/1988 12/19/1989	BJIP, Inc.
FUSION	GERMANY	TM 20	30016004.6 30016004	02/28/2000 10/30/2000	BJIP, Inc.
FUSION	CHINA	TM 20	2000021842	02/28/2000	BJIP, Inc.
FUSION	SPAIN	TM 20	2296880	03/03/2000	BJIP, Inc.
FUTURA	GERMANY	TM 20	30016003.8	02/28/2000	BJIP, Inc.
FUTURA	CHINA	TM 20	2000021844	02/28/2000	BJIP, Inc.
FUTURA	SPAIN	TM 20	2296942	02/26/2000	BJIP, Inc.
FUTURA	UNITED STATES	TM 20	75/786357	08/26/1999 ITU	BJIP, Inc.
HAVANA	UNITED STATES	TM 20	75/529080	07/30/1998	Brown Jordan Company
IN HOME	UNITED STATES	TM 20	74/526015 2010577	05/13/1994 10/22/1996	BJIP, Inc.
MERIDIAN	32808-USA UNITED STATES	TM 20	75/529086	07/30/1998 ITU	Brown Jordan Company
MESA	UNITED STATES	TM 20	74/660255 2063830	04/07/1995 05/20/1997	BJIP, Inc.
MISCELLANEOUS DESIGN (Chair Logo)	AUSTRALIA	TM 20	393210 A393210	06/24/1983 06/24/1983	Brown Jordan Company
MISCELLANEOUS DESIGN (Chair Logo)	CANADA	TM	756466 475926	06/07/1994 05/08/1997	BJIP, Inc.

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Grant of Trademark
Security Interest

LA1:930045.1

TRADEMARK
REEL: 002301 FRAME: 0556

MARK	Reference	Mark Type Class	SERIAL NO. REG. NO.	FILED ISSUED	Owner/Registrant
MISCELLANEOUS DESIGN (Chair Logo) (+ Brown Jordan)	UNITED KINGDOM	TM 20	2179433 2179433	10/13/1998 06/11/1999	BJIP, Inc.
MISCELLANEOUS DESIGN (Chair Logo)	ITALY	TM 20	23359C88 536219	08/08/1988 11/13/1990	Brown Jordan Company
MISCELLANEOUS DESIGN (Chair Logo)	MEXICO	TM 20	223749 493668	02/07/1995 06/05/1995	Brown Jordan Company
MISCELLANEOUS DESIGN (Chair Logo)	16391-PHI (1A) PHILIPPINES	TM 20	4-1999-4009	06/08/1999	BJIP, Inc.
MISCELLANEOUS DESIGN (Chair Logo)	SINGAPORE	TM 20	2429 B2429/81	06/05/1981 06/05/1981	Brown Jordan Company
MISCELLANEOUS DESIGN (Chair Logo)	SPAIN	TM 20	1270176 1270176	08/19/1988 11/20/1989	Brown Jordan Company
MISCELLANEOUS DESIGN (Chair Logo)	TAIWAN	TM 20	88059410	11/26/1999	BJIP, Inc.
MISCELLANEOUS DESIGN (Chair Logo)	UNITED STATES	TM 20	129276 1083550	06/06/1977 01/24/1978	BJIP, Inc.
MISCELLANEOUS DESIGN (Chair Logo)	UNITED STATES	TM 20	88059410	11/26/1999	BJIP, Inc.
NOMAD	CANADA	TM	756465 451861	06/07/1994 12/15/1995	BJIP, Inc.
NXT	UNITED STATES	TM 20	76/116123	08/24/2000 ITU	BJIP, Inc.
OCEAN	UNITED STATES	TM 20	75/529083	07/30/1998 ITU	Brown Jordan Company
OCEAN	UNITED STATES	TM 20	76/116121	08/24/2000 ITU	BJIP, Inc.
OLYMPUS	AUSTRALIA	TM 20	397154 A397154	09/19/1983 09/19/1983	Brown Jordan Company
OLYMPUS	SWITZERLAND	TM 20	6025 329988	10/20/1983 06/07/1984	Brown Jordan Company

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MARK	Reference	Mark Type Class	SERIAL NO. REG. NO.	FILED ISSUED	Owner/Registrant	
OLYMPUS	UNITED STATES	TM 20 (SEE REMARKS RE: 8&15 DUE)	551157 1408527	08/01/1985 09/09/1986	BJIP, Inc.	11
QUANTUM	SWITZERLAND	TM 20	6026 329989	10/20/1983 06/07/1984	Brown Jordan Company	
QUANTUM	UNITED STATES	TM 20	736117 1535326	06/20/1988 04/18/1989	BJIP, Inc.	12
QUANTUM	AUSTRALIA	TM 20	397153 A397153	09/19/1983 09/19/1983	Brown Jordan Company	
QUATTRA	UNITED STATES	TM 20	76/116120	08/24/2000 ITU	BJIP, Inc.	13
STREAMLINE	GERMANY	TM 20	30016001.1	02/28/2000	BJIP, Inc.	
STREAMLINE	CHINA	TM 20	2000021843	02/28/2000	BJIP, Inc.	
STREAMLINE	SPAIN	TM 20	2296941	02/26/2000	BJIP, Inc.	
STREAMLINE	UNITED STATES	TM 20	75/786318	08/26/99 ITU	BJIP, Inc.	14
VILLA	UNITED STATES	TM 20	76/116119	08/24/2000 ITU	BJIP, Inc.	15
VU	UNITED STATES	TM 20	76/116122	08/24/2000 ITU	BJIP, Inc.	16

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Grant of Trademark
Security Interest

LA1:930045.1

RECORDED: 05/17/2001

TRADEMARK
REEL: 002301 FRAME: 0558