

08-29-2001

TRADEMARK



RECORDATION SHEET
101827632

TRADEMARKS ONLY

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 Effective Date
Month Day Year

Change of Name 05/08/2001

Other RELEASE AND REASSIGNMENT

Conveying Party

Mark if additional names of conveying parties attached

Name Brown Jordan Company 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 Fleet Capital Corporation, as Administrative Agent

DBA/AKA/TA

Composed of

Address (line 1) 300 Galleria Parkway

Address (line 2) Suite 800

Address (line 3) Atlanta Georgia 30339
City State/Country Zip Code

Individual General Partnership Limited Partnership 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).

Corporation Association

Other

Citizenship/State of Incorporation/Organization Rhode Island

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

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="75/578874"/>	<input type="text" value="75/529080"/>	<input type="text" value="75/529086"/>	<input type="text" value="264516"/>	<input type="text" value="1526955"/>	<input type="text" value="771600"/>
<input type="text" value="75/529083"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1543570"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

Michael J. Neary
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
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).

Other

Citizenship/State of Incorporation/Organization

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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RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT is executed as of ~~April~~^{MAY 8} ____, 2001 by FLEET CAPITAL CORPORATION, a Rhode Island corporation ("Fleet").

WITNESSETH:

WHEREAS, **BROWN JORDAN COMPANY**, a Delaware corporation (the "Debtor") and Fleet are parties to a certain Trademark Security Agreement, dated as of September 10, 1999, pursuant to which Debtor incurred certain liabilities to and granted a security interest in and collateral assignment of the "Trademark Collateral" (as defined in the Agreement), including, without limitation, the Trademark registrations and applications for Trademark registration issued thereon or applied for in the United States or throughout the world, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Trademark Office (collectively, the "Registrations") as described in Schedule A attached hereto, as security for Debtor's obligations to Fleet under the Agreement;

WHEREAS, the Agreement was submitted for recordation with the United States Trademark Office on or about September 14, 1999, and a copy of such submission is attached hereto as Exhibit 1; and

WHEREAS, Debtor has satisfied its obligations under the Agreement and has requested that Fleet release its security interest in the Trademark Collateral and reassign the same to Debtor;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Fleet hereby releases, without any representation, warranty, or recourse whatsoever, its security interest in and collateral assignment of the Trademark Collateral.
2. Fleet hereby reassigns, grants and conveys to Debtor, without any representation, warranty, or recourse whatsoever, all of Fleet's right, title and interest, if any, in and to the Trademark Collateral, including without limitation all of the Registrations appearing in Schedule A.

IN WITNESS WHEREOF, Fleet has caused this Release and Reassignment to be duly executed by its duly authorized officer or representative as of the day and year first above written.

FLEET CAPITAL CORPORATION

By: *Thomas P. Peterson*
Its: *VP*

STATE OF California
COUNTY OF Los Angeles) ss.

On this 27th day of April 2001, 2001 before me personally appeared Thomas P. Betourway known to me to be the individual who executed the foregoing instrument and acknowledged to me that he/~~she~~ executed the same as the duly authorized officer or representative above designated of Fleet Capital Corporation.

Merly D. Dee
Notary Public



State of California County, Los Angeles

My commission expires: Jan. 9, 2003

SCHEDULE A
to the Trademark Security Agreement

Trademarks of Debtor

MARK	Reference	Mark Type Class	SERIAL NO. REG. NO.	FILED ISSUED	Owner/Registrant
AMERICAN EAGLE	UNITED STATES	TM 111	264516	06/02/1980	Brown Jordan Company
BROWN JORDAN	AUSTRALIA	TM 20	360773 B360773	05/28/1981 02/07/1985	Brown Jordan Company
BROWN JORDAN	BENELUX	TM 20			Brown Jordan Company
BROWN JORDAN	CANADA	TM	756467 458888	06/07/1994 06/07/1996	Brown Jordan Company
BROWN JORDAN	COLOMBIA	TM I 20	106039	08/28/1984 08/28/1984	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	MEXICO	TM 20	223748 493006	02/07/1995 05/26/1995	Brown Jordan Company
BROWN JORDAN	TAIWAN	TM (N) 65	040866 471615	01/01/1990	Brown Jordan Company
BROWN JORDAN	VENEZUELA	TM (N) 32	8733/80 109238F	11/18/1980 07/18/1984	Brown Jordan Company
CORINTHIAN	UNITED STATES	TM I 20	738710 1526955	07/06/1988 02/28/1989	Brown Jordan Company
DESIGN (Roma chair)	UNITED STATES	TM 20	75/578874	10/29/1998	Brown Jordan Company
HAVANA	UNITED STATES	TM 20	75/529080	07/30/1998	Brown Jordan Company
LEGEND	18080-USA UNITED STATES	TM	771600	12/17/1988	Brown Jordan Company
MERIDIAN	32808-USA UNITED STATES	TM 20	75/529086	07/30/1998 ITU	Brown Jordan Company
MISCELLANEOUS DESIGN (Chair Logo)	AUSTRALIA	TM 20	393210 A393210	06/24/1983 06/24/1983	Brown Jordan Company
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)	PHILIPPINES	TM 20	64234 47267	03/21/1988 01/23/1990	Brown Jordan Company

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SCHEDULE A
to the Trademark Security Agreement

Trademarks of Debtor

MARK	Reference	Mark Type Class	SERIAL NO. REG. NO.	FILED ISSUED	Owner/Registrant
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 (N)65	7740867 471616	09/03/1988 12/31/1989	Brown Jordan Company
OCEAN	UNITED STATES	TM 20	75/529083	07/30/1998 ITU	Brown Jordan Company
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
PALLADIAN	UNITED STATES	TM	738711 1543570	07/06/1988 06/13/1989	Brown Jordan Company
QUANTUM	SWITZERLAND	TM 20	6026 329989	10/20/1983 06/07/1984	Brown Jordan Company

7

8

LICENSE

Name of License	Nature of License	Licensor	Term of License
Trademark License	Trademark License	Samsonite Corporation	Dec. 31, 2009 (renewable through Dec. 31, 2014)