

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST (FIRST LIEN)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WINSTON FURNITURE COMPANY OF ALABAMA, INC.		10/30/2006	CORPORATION: ALABAMA
RECEIVING PARTY DATA			
Name:	LASALLE BUSINESS CREDIT, LLC, AS THE ADMINISTRATIVE AGENT.		
Street Address:	135 South LaSalle St.		
Internal Address:	Sutie 425		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-4105		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1439990	WINSTON	
Registration Number:	1642837	BABYLON	
Registration Number:	1464599	POMPEII	
Registration Number:	2883066	THE FUTURE OF R/C	
CORRESPONDENCE DATA			
Fax Number:	(312)701-7711		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-701-7237		
Email:	cdore@mayerbrownrowe.com		
Correspondent Name:	Christopher Dore		
Address Line 1:	71 S. Wacker Drive		
Address Line 2:	Mayer Brown Rowe & Maw LLP		
Address Line 4:	Chicago, ILLINOIS 60606-4637		

OP \$115.00 1439990

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REEL: 003426 FRAME: 0202

NAME OF SUBMITTER:	Christopher Dore
Signature:	/Christopher Dore/
Date:	11/12/2006
Total Attachments: 3 source=TM SI 1 WINSTON#page1.tif source=TM SI 1 WINSTON#page2.tif source=TM SI 1 WINSTON#page3.tif	

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of October 30, 2006, is executed by WINSTON FURNITURE COMPANY OF ALABAMA, INC., an Alabama corporation (the "Grantor"), in favor of LASALLE BUSINESS CREDIT, LLC, as the administrative agent (in such capacity, the "Agent") for the financial institutions which are from time to time parties to the First Lien Term Loan and Security Agreement referred to in Recital A below (collectively, the "Lenders").

A. Pursuant to that certain First Lien Term Loan and Security Agreement, dated as of October 30, 2006 (as amended, supplemented or otherwise modified from time to time, the "First Lien Term Loan Agreement"), among the Grantor, BJI Holdings, LLC, Brown Jordan International, Inc., certain affiliates of the foregoing, Lenders and Agent, the Lenders have agreed to extend loans and other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein.

B. The Grantor has adopted, used and is using the trademarks, more particularly described on Schedules I-A and I-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. Pursuant to the First Lien Term Loan Agreement, the Grantor has granted to the Agent (for the benefit of the Agent and the Lenders) a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (collectively, the "Collateral"), to secure the payment of the Loans and payment or other satisfaction of all other Liabilities, as each term is defined in the First Lien Term Loan Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Agent for the benefit of the Agent and the Lenders, a security interest in the Collateral to secure the prompt payment, performance and observance of the Loans and the other Liabilities.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the First Lien Term Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Agreement shall be construed in accordance with and governed by the internal laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

**WINSTON FURNITURE COMPANY OF
ALABAMA, INC.,**
an Alabama corporation

By: Vincent A. Lataief
Name: _____
Title: _____

[First Lien – Trademark Security Agreement]

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TRADEMARK
REEL: 003426 FRAME: 0205

WINSTON FURNITURE COMPANY OF ALABAMA, INC.

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

PURSUANT TO FIRST LIEN TERM LOAN AND SECURITY AGREEMENT

TRADEMARKS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
Winston (Stylized Letters)	05/19/1987	1,439,990
Babylon	04/30/1991	1,642,837
Pompeii	11/10/1987	1,464,599
The Future of R/C	09/07/2004	2,883,066

SCHEDULE 1-B

None