

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
WABASH VALLEY MANUFACTURING, INC.		10/30/2006	CORPORATION: INDIANA

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: 5

Property Type	Number	Word Mark
Registration Number:	2416885	
Registration Number:	2415151	SPYDER
Registration Number:	2315266	W WABASH VALLEY
Registration Number:	2238269	WABASH VALLEY
Registration Number:	1426591	WABASH VALLEY MFG., INC.

CORRESPONDENCE DATA

Fax Number: (312)701-7711

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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

TRADEMARK

900062426

REEL: 003426 FRAME: 0223

OP \$140.00 2416885

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

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of October 30, 2006, is executed by WABASH VALLEY MANUFACTURING, INC., an Indiana 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 1-A and 1-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.

WABASH VALLEY MANUFACTURING INC.,
an Indiana corporation

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

[First Lien – Trademark Security Agreement]

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TRADEMARK
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WABASH VALLEY MANUFACTURING, 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>
Design Only	01/02/2001	2,416,885
Spyder	12/26/2000	2,415,151
W Wabash Valley (Stylized Letters)	02/08/2000	2,315,266
Wabash Valley	04/13/1999	2,238,269
Wabash Valley Mfg., Inc.	01/27/1987	1,426,591
Design Only	01/02/2001	2,416,885

SCHEDULE 1-B

None