

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST (SECOND LIEN)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BROWN JORDAN COMPANY		10/30/2006	CORPORATION: DELAWARE

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: 6

Property Type	Number	Word Mark
Registration Number:	2341926	AERO
Registration Number:	1571949	FLORENTINE
Registration Number:	2525488	MERIDIAN
Registration Number:	2621664	OCEAN
Registration Number:	1408527	OLYMPUS
Registration Number:	1535326	QUANTUM

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

900062427

TRADEMARK
REEL: 003426 FRAME: 0228

OP \$165.00 2341926

Address Line 4: Chicago, ILLINOIS 60606-4637

NAME OF SUBMITTER:

Christopher Dore

Signature:

/Christopher Dore/

Date:

11/12/2006

Total Attachments: 3

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GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of October 30, 2006, is executed by BROWN JORDAN COMPANY, a Delaware 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 Second Lien Term Loan and Security Agreement referred to in Recital A below (collectively, the "Lenders").

A. Pursuant to that certain Second Lien Term Loan and Security Agreement, dated as of October 30, 2006 (as amended, supplemented or otherwise modified from time to time, the "Second 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 Second 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 Second 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 Second 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.

BROWN JORDAN COMPANY,
a Delaware corporation

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

[Second Lien - Trademark Security Agreement]

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TRADEMARK
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BROWN JORDAN COMPANY

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

PURSUANT TO SECOND LIEN TERM LOAN AND SECURITY AGREEMENT

TRADEMARKS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
Aero	4/11/2000	2,341,926
Florentine (Stylized Letters)	12/19/1989	1,571,949
Meridian	01/01/2002	2,525,488
Ocean	09/17/2002	2,621,664
Olympus	09/09/1986	1,408,527
Quantum	04/1/1989	1,535,326

SCHEDULE 1-B

None