

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Bank of New York, as Collateral Agent		10/30/2006	Banking Corporation: NEW YORK

**RECEIVING PARTY DATA**

Name:	BROWN JORDAN INTERNATIONAL, INC.
Street Address:	1801 North Andrews Avenue
City:	Pompano Beach
State/Country:	FLORIDA
Postal Code:	33069
Entity Type:	CORPORATION: FLORIDA

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2920751	ELEGANT OUTDOORS
Serial Number:	78544153	CASTCOMFORT
Serial Number:	78450668	CHARTER
Serial Number:	78544156	CONTOURCAST
Serial Number:	78450661	LODGING BY CHARTER
Serial Number:	78411010	NURSERY ACCENTS
Serial Number:	78450637	TROPIC CRAFT
Serial Number:	78469368	VINEYARD
Serial Number:	78450678	WOODSMITHS

**CORRESPONDENCE DATA**

Fax Number: (312)701-7711  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-701-7237

OP \$240.00 2920751

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

NAME OF SUBMITTER:	Christopher Dore
Signature:	/Christopher Dore/
Date:	11/10/2006

**Total Attachments: 5**

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## RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of October 30, 2006 ("Effective Date") by THE BANK OF NEW YORK, a New York banking corporation, as collateral agent, for the Secured Parties (as such term is defined below), having an office at 101 Barclay Street, Floor 8-East, New York, NY 10286 (the "Grantee"), in favor of BROWN JORDAN INTERNATIONAL, INC., a Florida corporation ("BJI"), BJIP, INC., a Delaware corporation (d/b/a Brown Jordan Company, a Delaware corporation), BROWN JORDAN COMPANY, a Delaware corporation, LOEWENSTEIN, INC., a Florida corporation, POMPEII FURNITURE CO., INC., a Florida corporation (d/b/a Winston Furniture Company of Alabama, Inc., an Alabama corporation), SOUTHERN WOOD PRODUCTS, INC., a Tennessee corporation, TEXACRAFT, INC., a Texas corporation, WABASH VALLEY MANUFACTURING, INC., an Indiana corporation, and WINSTON FURNITURE COMPANY OF ALABAMA, INC., an Alabama corporation (d/b/a Winston Furniture Company of Alabama, Inc., an Alabama corporation), each having a mailing address at 1801 N. Andrews Avenue, Pompano Beach, Florida 33069 (collectively, the "Grantors" and each individually, a "Grantor").

WHEREAS, Grantee entered into that certain Purchase and Security Agreement, dated as of March 31, 2004 (as the same has been amended, restated, modified and/or supplemented as of the date hereof, the "Purchase Agreement"), by and among Grantors, certain affiliates of Grantors, the various financial institutions named therein (each a "Secured Party" and collectively, the "Secured Parties") and Grantee (together with its successors, in such capacity, the "Collateral Agent"). Capitalized terms used but not defined herein have the meanings ascribed to them in the Trademark Collateral Security Agreement.

WHEREAS, to secure their obligations under the Purchase Agreement, Grantors entered into that certain Trademark Collateral Security Agreement by and among Grantors and Grantee dated as of March 31, 2004 (the "Trademark Security Agreement"), pursuant to which each Grantor granted to Grantee a continuing security interest in and to the Grantor's entire right, title and interest in, to and under the following, whether presently existing, appurtenant thereto, or hereafter created, obtained, or acquired (the "Trademark Collateral"):

(a) all of the pending trademark applications and trademarks shown on the attached Schedule A and those trademarks which were subsequently obtained or acquired by such Grantor, and all registrations, applications and recordings thereof, including, without limitation, all applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, or any State thereof, or any foreign country, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto and the goodwill of the business to which each of the Trademarks relates;

(b) all Licenses, all Receivables, contract rights and General Intangibles arising under or relating to each and every License, including without limitation, (i) all moneys due and to become due under any License, (ii) any damages arising out of or for breach or default in respect of any such License, (iii) all other amounts from time to time

paid or payable under or in connection with any such License and (iv) the right of Grantor to terminate any such License or to perform and to exercise all remedies thereunder; and

(c) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing.

WHEREAS, Grantors have paid all of their outstanding indebtedness and other obligations to Grantee and Secured Parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement, hereby terminates, discharges, cancels and releases any and all security interests it has against the Trademark Collateral, and hereby restores all right, title and interest in and to the Trademark Collateral to Grantors.

\* \* \* \* \*

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

THE BANK OF NEW YORK, as Collateral Agent

By:   
Name: STACEY PELLICANO  
Title: ASSISTANT TREASURER

*Release of Security Interests in Trademarks*

TRADEMARK  
REEL: 003426 FRAME: 0561

**SCHEDULE A**

**U.S. AND FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS**

Schedule A

**United States Trademarks:**

OWNER	STATUS	SERIAL NUMBER / REGISTRATION NUMBER	TRADEMARK
Brown Jordan International, Inc., a Florida corporation	Pending Filed: 1/7/2005	78/544,153	CASTCOMFORT
Brown Jordan International, Inc., a Florida corporation	Pending Filed: 7/14/2004	78/450,668	CHARTER
Brown Jordan International, Inc., a Florida corporation	Pending Filed: 1/7/2005	78/544,156	CONTOURCAST
Brown Jordan International, Inc., a Florida corporation	Pending Filed: 7/14/2004	78/450,661	LODGING BY CHARTER
Brown Jordan International, Inc., a Florida corporation	Pending Filed: 4/30/2004	78/411,010	NURSERY ACCENTS and Design
Brown Jordan International, Inc., a Florida corporation	Pending Filed: 7/14/2004	78/450,637	TROPIC CRAFT
Brown Jordan International, Inc., a Florida corporation	Pending Filed: 8/18/2004	78/469,368	VINEYARD
Brown Jordan International, Inc., a Florida corporation	Pending Filed: 7/14/2004	78/450,678	WOODSMITHS
Brown Jordan International, Inc., a Florida corporation	Registered: 1/25/2005	2,920,751	ELEGANT OUTDOORS and Design

**Foreign Trademarks:**

OWNER	COUNTRY	STATUS	SERIAL NUMBER	TRADEMARK
Brown Jordan International, Inc., a Florida corporation	ECUADOR	Pending Filed: 10/22/2004	150011	BROWN JORDAN
Brown Jordan International, Inc., a Florida corporation	SAUDI ARABIA	Pending Filed: 1/2/2005	94204	BROWN JORDAN