

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Winston Furniture Company Of Alabama, Inc.		12/16/2011	CORPORATION: ALABAMA
RECEIVING PARTY DATA			
Name:	Bank Of America, N.A., as the administrative agent		
Street Address:	135 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank - National Association IL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3556130	CLASSIC ELEMENTS	
CORRESPONDENCE DATA			
Fax Number:	(312)706-9000		
Phone:	3127018352		
Email:	zbeal@mayerbrown.com, ipdocket@mayerbrown.com, ejpalmer@mayerbrown.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Erick J. Palmer		
Address Line 1:	P. O. Box 2828		
Address Line 4:	Chicago, ILLINOIS 606902828		
ATTORNEY DOCKET NUMBER:	10386255 EJP		
NAME OF SUBMITTER:	Erick J. Palmer		
Signature:	/ejp/		

OP \$40.00 3556130

Date:

12/22/2011

Total Attachments: 3

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GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of December 16, 2011, is executed by WINSTON FURNITURE COMPANY OF ALABAMA, INC., an Alabama corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., as the administrative agent (in such capacity, the "Agent") for the financial institutions which are from time to time parties to the Second Lien Loan Agreement referred to in Recital A below (collectively, the "Lenders").

A. Pursuant to that certain Amended and Restated Second Lien Term Loan Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Second Lien 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 Schedule 1-A 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 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 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 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.

By: Vincent A. Lutz
Name: Vincent A. Lutz Jr.
Title: CEO

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TRADEMARK
REEL: 004684 FRAME: 0864

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST
PURSUANT TO AMENDED AND RESTATED SECOND LIEN TERM LOAN
AGREEMENT
TRADEMARKS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
Classic Elements	01/06/2009	3,556,130