

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM317273

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment to Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BROWN JORDAN INTERNATIONAL, INC.		09/15/2014	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Administrative Agent		
Street Address:	135 South LaSalle Street		
Internal Address:	9th Floor		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	2865500	BJI	
Registration Number:	983334	BODY GLOVE	
Registration Number:	940486	BROWN JORDAN	
Registration Number:	2849973		
Registration Number:	2885100	LIVE LIFE IN STYLE	
Registration Number:	2019011	TEXACRAFT	
Registration Number:	2992459	TROPIC CRAFT	
Registration Number:	3418172	CHARTER	
Registration Number:	3411210	FURNITURE DESIGNED AND BUILT FOR SMALL S	
Registration Number:	1464599	POMPEII	
Registration Number:	3640531	POMPEII	
Registration Number:	3759017	VAN KEPPEL-GREEN BY BROWN JORDAN	
Registration Number:	3417775	VERTICAL LIVING	
Registration Number:	3417776	VERTICAL LIVING	
Registration Number:	2920751	ELEGANT OUTDOORS	
Registration Number:	4314704	BROWN JORDAN	
Registration Number:	4412341	BROWN JORDAN	
Registration Number:	4534830	BROWN JORDAN	
TRADEMARK			

OP \$590.00 2865500

Property Type	Number	Word Mark
Serial Number:	85510224	BROWN JORDAN
Serial Number:	86092950	MADE FOR MOMENTS, LASTS FOR LIFE
Serial Number:	86116916	1945 BROWN JORDAN THE WORLD'S FINEST FUR
Serial Number:	86365150	1945
Serial Number:	86365158	1945 BROWN JORDAN

CORRESPONDENCE DATA

Fax Number: 7037125240

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 703.712.5361

Email: scotugno@mcguirewoods.com

Correspondent Name: Shannon cotugno

Address Line 1: 1750 tysons blvd

Address Line 2: Suite 1800

Address Line 4: tysons corner, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	2039261-0182
NAME OF SUBMITTER:	Shannon Cotugno
SIGNATURE:	/SHANNON COTUGNO/
DATE SIGNED:	09/17/2014

Total Attachments: 6

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AMENDMENT TO GRANT OF SECURITY INTEREST

This **AMENDMENT TO GRANT OF SECURITY INTEREST** (this "Amendment"), dated as of September 15, 2014, by and between BROWN JORDAN INTERNATIONAL, INC., a Florida corporation ("Grantor"), and BANK OF AMERICA, N.A., a national banking association, as administrative agent (in such capacity, the "Agent") for the Secured Parties (as defined in the Loan Agreement, as defined below).

A. The Grantor, the Agent, the borrowers party thereto from time to time, and the financial institutions party thereto from time to time as lenders entered into that certain Amended and Restated Revolving and Term Loan Agreement (as amended, restated, or otherwise modified prior to the date hereof, the "Existing Loan Agreement"), dated as of December 16, 2011;

B. In connection with the Existing Loan Agreement, the Grantor and the Agent entered into that certain Grant of Security Interest (as amended, restated, or otherwise modified from time to time, the "Trademark Security Interest"), dated as of December 16, 2011, and recorded on December 21, 2011, at Reel/Frame 4684/0634;

C. The Grantor now desires to enter into that certain Second Amended and Restated Revolving Loan and Security Agreement (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), dated as of even date herewith, by and among Grantor, Agent, Lenders, and the other borrowers party thereto from time to time; and

D. The Grantor has requested that the Agent agree to amend the Trademark Security Interest, in order to provide for the terms and conditions upon which the Obligations (as defined in the Loan Agreement) are secured by the Collateral (as defined in the Trademark Security Interest),

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in the Loan Agreement, the Trademark Security Interest, and this Amendment, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree (a) that all references to the Existing Loan Agreement in the Trademark Security Interest are hereby deemed to be references to the Loan Agreement, (b) that all references to Liabilities in the Trademark Security Interest are hereby deemed to be references to Obligations, and (c) that Schedule 1-A of the Trademark Security Interest is hereby amended and restated in its entirety as set forth on Exhibit A attached hereto, in order to add the following Collateral thereto; provided, that no such amendment or restatement shall release or be deemed to release any security interest in any present or future Collateral granted to Agent and the Lenders as collateral pursuant to the Trademark Security Interest:

Mark	Registration Date	Registration No.
Brown Jordan	04/02/2013	4,314,704
Brown Jordan	10/01/2013	4,412,341
Brown Jordan	05/20/2014	4,534,830
ELEGANT & OUTDOORS (Stylized Design)	01/25/2005	2,920,751
Pompeii and Design	06/16/2009	3,640,531

Mark	Application No.
Brown Jordan	85,510,224
Made for Moments, Lasts for Life	86,092,950
1945 Brown Jordan the World's Finest Furniture and Design	86,116,916
1945 and Design	86,365,150
1945 Brown Jordan and Design	86,365,158

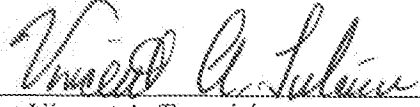
The Grantor hereby represents and warrants to each Lender and the Agent that after giving effect to this Amendment, Schedule 1-A of the Trademark Security Interest sets forth a complete and accurate list of all of the Grantor's Trademarks (as defined in the Trademark Security Interest) as of the date hereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the day and year first written above.

GRANTOR:

BROWN JORDAN INTERNATIONAL, INC., a
Florida corporation

By: 

Name: Vincent A. Tortorici

Title: Chief Financial Officer and Treasurer

AGENT:

BANK OF AMERICA, N.A., a national banking
association

By: _____

Name: Peter M. Walther

Title: Senior Vice President

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the day and year first written above.

GRANTOR:

BROWN JORDAN INTERNATIONAL, INC., a
Florida corporation

By: _____
Name: Vincent A. Tortorici
Title: Chief Financial Officer and Treasurer

AGENT:

BANK OF AMERICA, N.A., a national banking
association

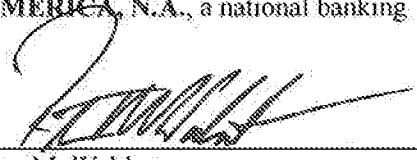
By:  _____
Name: Peter M. Walther
Title: Senior Vice President

EXHIBIT A

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

PURSUANT TO SECOND AMENDED AND RESTATED REVOLVING LOAN AND SECURITY AGREEMENT

TRADEMARKS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
BJI	07/20/2004	2,865,500
Body Glove	05/07/1974	983,334
Brown Jordan	08/08/1972	940,486
Design Only	06/08/2004	2,849,973
Live Life In Style	09/14/2004	2,885,100
Texacraft	11/26/1996	2,019,011
Tropic Craft	09/06/2005	2,992,459
Charter	04/29/2008	3,418,172
Furniture Designed and Built for Small Spaces	04/08/2008	3,411,210
Pompeii	11/10/1987	1,464,599
Pompeii and Design	06/16/2009	3,640,531
Van Keppel -- Green by Brown Jordan	03/09/2010	3,759,017
Vertical Living	04/29/2008	3,417,775
Vertical Living and Design	04/29/2008	3,417,776
ELEGANT & OUTDOORS (Stylized Design)	01/25/2005	2,920,751
Brown Jordan	04/02/2013	4,314,704
Brown Jordan	10/01/2013	4,412,341
Brown Jordan	05/20/2014	4,534,830
<u>Mark</u>	<u>Application No.</u>	
Brown Jordan	85,510,224	

Mark	Application No.
Made for Moments, Lasts for Life	86,092,950
1945 Brown Jordan the World's Finest Furniture and Design	86,116,916
1945 and Design	86,365,150
1945 Brown Jordan and Design	86,365,158