

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414211

| | | | |
|---|--|-----------------------|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Winston Furniture Company Of Alabama, LLC | | 01/31/2017 | Limited Liability Company: ALABAMA |
| 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: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1439990 | WINSTON | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8047751675 | | |
| <i>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.</i> | | | |
| Phone: | 8047751675 | | |
| Email: | evoorheis@mcguirewoods.com | | |
| Correspondent Name: | Emily S. Voorheis | | |
| Address Line 1: | 800 East Canal Street | | |
| Address Line 4: | Richmond, VIRGINIA 23219 | | |
| NAME OF SUBMITTER: | Emily S. Voorheis | | |
| SIGNATURE: | /Emily S. Voorheis/ | | |
| DATE SIGNED: | 01/31/2017 | | |
| Total Attachments: 21 | | | |
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Notwithstanding anything herein to the contrary, the Liens and security interests granted to Bank of America, N.A. as Administrative Agent, pursuant to this IP Security Agreement in any Collateral and the exercise of any right or remedy by Bank of America, N.A., as Administrative Agent, with respect to any Collateral hereunder are subject to the provisions of the Intercreditor Agreement, dated as of January 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “Intercreditor Agreement”), among Bank of America, N.A., as ABL Agent, Goldman Sachs Bank USA, as Term Agent, each Additional Junior Obligations Agent (as defined in the Intercreditor Agreement) and each Additional Pari Passu Obligations Agent (as defined in the Intercreditor Agreement) from time to time party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this IP Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT

This ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated January 31, 2017, is among the Persons listed on the signature pages hereof as “Grantors” (collectively, the “Grantors”) and BANK OF AMERICA, N.A., as administrative agent (the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below). Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined in this IP Security Agreement are used in this IP Security Agreement as defined in the Credit Agreement or the Security Agreement (and in the event a term is defined differently in the Credit Agreement and the Security Agreement, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, Brown Jordan International, Inc., a Florida corporation (the “Company”) and a wholly-owned subsidiary of Brown Jordan Acquisition Co. Inc., a Delaware corporation (“Holdings”) and a guarantor, and each other Subsidiary of the Company from time to time party thereto as a borrower (together with the Company, the “Borrowers”) or as a guarantor (together with Holdings, the “Guarantors”), each lender from time to time party thereto (collectively, the “Lenders” and individually, each a “Lender”) and the Administrative Agent have entered into a Third Amended and Restated Credit Agreement dated of even date herewith (as amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder), the “Credit Agreement”);

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain ABL Security Agreement dated January 31, 2017 among the Grantors and the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other appropriate domestic governmental authorities, as applicable;

WHEREAS, in connection with the Existing Credit Agreement (as defined in the Credit Agreement), the Administrative Agent and certain of the Grantors entered into security agreements and/or amended and reaffirmed existing security agreements concerning certain of the Collateral (as defined

below), as described in more detail in Section 7 of this Agreement (such security agreements, as amended, restated, supplemented, or otherwise modified from time to time prior to the date hereof, the “Existing IP Security Agreements”);

WHEREAS, in addition to the purposes described above, the Grantors and the Administrative Agent enter into this Agreement in order to amend and restate the Existing IP Security Agreements in their entirety;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent and each Grantor agree as follows:

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full, of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following to the extent governed by, arising under, pursuant to, or by virtue of, the laws of the United States of America or any state thereof (the “Collateral”):

(a) all patents, patent applications, utility models, statutory invention registrations and all inventions, including those claimed or disclosed therein and all improvements thereto (“Patents”);

(b) all trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, and all general intangibles of like nature whether registered or unregistered, together, in each case, with the goodwill symbolized thereby (“Trademarks”);

(c) all copyrights, including, without limitation, copyrights in Computer Software (as hereinafter defined), internet web sites and the content thereof, whether registered or unregistered (“Copyrights”);

(d) all computer software, programs and databases (including, without limitation, source code, object code and all related applications and data files), firmware and documentation and materials relating thereto, together with any and all maintenance rights, service rights, programming rights, hosting rights, test rights, improvement rights, renewal rights and indemnification rights and any substitutions, replacements, improvements, error corrections, updates and new versions of any of the foregoing (“Computer Software”);

(e) all confidential and proprietary information, including, without limitation, know-how, trade secrets, manufacturing and production processes and techniques, inventions, research and development information, databases and data, including, without limitation, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information (collectively, “Trade Secrets”), and all other intellectual and intangible property of any type, including, without limitation, industrial designs and mask works;

(f) all registrations and applications for registration for any of the foregoing in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, including, without limitation, the registrations and applications for registration of United States intellectual property set forth in Schedule I hereto (as may be supplemented from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof;

(g) all written agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any of the foregoing to which such Grantor, now or hereafter, is a party or a beneficiary ("IP Agreements") and all rights of such Grantor thereunder; and

(h) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (e), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Assets, including, but not limited to, any intent-to-use trademark applications prior to the filing, and acceptance by the United States Patent and Trademark Office, of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, if any, to the extent that, and solely during the period in which, the grant of a security interest therein prior to such filing and acceptance would impair the validity or enforceability of such intent-to-use trademark applications or the resulting trademark registrations under applicable federal law.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the effects of Debtor Relief Laws.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law; Jurisdiction; Etc.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT TO THE EXCLUSIVE GENERAL JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK FOR THE COUNTY OF NEW YORK (THE “NEW YORK SUPREME COURT”), AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK (THE “FEDERAL DISTRICT COURT,” AND TOGETHER WITH THE NEW YORK SUPREME COURT, THE “NEW YORK COURTS”) AND APPELLATE COURTS FROM EITHER OF THEM; *PROVIDED* THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE (I) ANY AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS (IN WHICH CASE ANY PARTY SHALL BE ENTITLED TO ASSERT ANY CLAIM OR DEFENSE, INCLUDING ANY CLAIM OR DEFENSE THAT THIS SECTION 6 WOULD OTHERWISE REQUIRE TO BE ASSERTED IN A LEGAL ACTION OR PROCEEDING IN A NEW YORK COURT), OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE ADMINISTRATIVE AGENT, (II) ANY PARTY FROM BRINGING ANY LEGAL ACTION OR PROCEEDING IN ANY JURISDICTION FOR THE RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT, (III) IF ALL SUCH NEW YORK COURTS DECLINE JURISDICTION OVER ANY PERSON, OR DECLINE (OR, IN THE CASE OF THE FEDERAL DISTRICT COURT, LACK) JURISDICTION OVER ANY SUBJECT MATTER OF SUCH ACTION OR PROCEEDING, A LEGAL ACTION OR PROCEEDING MAY BE BROUGHT WITH RESPECT THERETO IN ANOTHER COURT HAVING JURISDICTION AND (IV) IN THE EVENT A LEGAL ACTION OR PROCEEDING IS BROUGHT AGAINST ANY PARTY HERETO OR INVOLVING ANY OF ITS ASSETS OR PROPERTY IN ANOTHER COURT (WITHOUT ANY COLLUSIVE ASSISTANCE BY SUCH PARTY OR ANY OF ITS SUBSIDIARIES OR AFFILIATES), SUCH PARTY FROM ASSERTING A CLAIM OR DEFENSE (INCLUDING ANY CLAIM OR DEFENSE THAT THIS SECTION 6 WOULD OTHERWISE REQUIRE TO BE ASSERTED IN A LEGAL ACTION OR PROCEEDING IN A NEW YORK COURT) IN ANY SUCH ACTION OR PROCEEDING.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN 6(B). EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR

TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(E) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

SECTION 7. Amendment and Restatement of Existing IP Security Agreements.

(a) The Existing IP Security Agreements are as follows, each as amended, restated, supplemented, or otherwise modified from time to time prior to the date hereof (including, without limitation, as modified by the Omnibus Agreement, as defined below):

(i) Grant of Security Interest, dated as of December 16, 2011, made by Brown Jordan International, Inc., a Florida corporation, in favor of Administrative Agent (Reel/Frame 027431/0056) in certain patents, being the BJII Patent Interest referred to in that certain Omnibus Restatement and Release Agreement dated as of even date with this IP Security Agreement, by and among the Grantors, the Administrative Agent, the Lenders, the Existing Lenders (as defined therein) and the Released Parties (as defined therein) (the "Omnibus Agreement");

(ii) Grant of Security Interest, dated as of December 16, 2011, made by Brown Jordan Company, LLC, a Delaware limited liability company (formerly known as Brown Jordan Company, a Delaware corporation), in favor of Administrative Agent (Reel/Frame 027431/0045) in certain patents, being the Brown Jordan Patent Interest referred to in the Omnibus Agreement;

(iii) Grant of Security Interest, dated as of December 16, 2011, made by Casual Living Worldwide, Inc., a California corporation (formerly known as Brown Jordan Services, Inc., a California corporation, which was formerly known as Casual Living Worldwide, Inc.), in favor of Administrative Agent (Reel/Frame 027431/0097) (as amended by, without limitation, that certain Amendment to Grant of Security Interest, dated as of September 15, 2014 (Reel/Frame 033764/0430)) in certain patents, being the same instrument referred to in item 13 of Recital D of the Omnibus Agreement;

(iv) Grant of Security Interest, dated as of December 16, 2011, made by Loewenstein, Inc., a Florida corporation, in favour of Administrative Agent (Reel/Frame 027431/0038) in certain patents, being the Loewenstein Patent Interest referred to in the Omnibus Agreement;

(v) Grant of Security Interest, dated as of September 15, 2014, made by Tropitone Furniture Co., Inc., a Florida corporation, in favour of the Administrative Agent (Reel/Frame 033760/0116) in certain patents, being the same instrument referred to in item 14 of Recital D of the Omnibus Agreement;

(vi) Grant of Security Interest, dated as of December 16, 2011, made by Winston Furniture Company of Alabama, LLC, an Alabama limited liability company (formerly known as Winston Furniture Company of Alabama, Inc., an Alabama corporation), in favour of Administrative Agent (Reel/Frame 027431/0145) in certain patents, being the Winston Patent Interest referred to in the Omnibus Agreement;

(vii) Grant of Security Interest, dated as of December 16, 2011, made by Brown Jordan Company, LLC, a Delaware limited liability company (formerly known as Brown Jordan Company, a Delaware corporation), in favor of Administrative Agent (Reel/Frame 004684/0727) (as amended by, without limitation, that certain Amendment to Grant of Security Interest, dated as of September 15, 2014 (Reel/Frame 005364/0375)) in certain trademarks, being the same instrument referred to in item 11 of Recital D of the Omnibus Agreement;

(viii) Grant of Security Interest, dated as of December 16, 2011, made by Brown Jordan International, Inc., a Florida corporation, in favor of Administrative Agent (Reel/Frame 004684/0634) (as amended by, without limitation, that certain Amendment to Grant of Security Interest, dated as of September 15, 2014 (Reel/Frame 005364/0522)) in certain trademarks, being the same instrument referred to in item 10 of Recital D of the Omnibus Agreement;

(ix) Grant of Security Interest, dated as of December 16, 2011, made by Casual Living Worldwide, Inc. (formerly known as Brown Jordan Services, Inc., a California corporation, which was formerly known as Casual Living Worldwide, Inc.) in favour of Administrative Agent (Reel/Frame 004684/0736) in certain trademarks, being the Services Trademark Interest referred to in the Omnibus Agreement;

(x) Grant of Security Interest, dated as of September 15, 2014, made by Tropitone Furniture Co., Inc., a Florida corporation, in favour of Administrative Agent (Reel/Frame 005364/0329) in certain trademarks, being the same instrument referred to in item 15 of Recital D of the Omnibus Agreement;

(xi) Grant of Security Interest, dated as of December 16, 2011, made by Winston Furniture Company of Alabama, LLC, an Alabama limited liability company (formerly known as Winston Furniture Company of Alabama, Inc., an Alabama corporation), in favour of Administrative Agent (Reel/Frame 004684/0842) (as amended by, without limitation, that certain Amendment to Grant of Security Interest, dated as of September 15, 2014 (Reel/Frame 005364/0340)) in certain trademarks, being the same instrument referred to in item 12 of Recital D of the Omnibus Agreement;

(xii) Grant of Security Interest, dated as of December 16, 2011, made by Brown Jordan Company, LLC, a Delaware limited liability company (formerly known as Brown Jordan Company, a Delaware corporation), in favor of Administrative Agent (Volume 3611 Document 659 P1-3) in certain copyrights, being the Brown Jordan Copyright Interest referred to in the Omnibus Agreement;

(xiii) Grant of Security Interest, dated as of December 16, 2011, made by Brown Jordan International, Inc., a Florida corporation, in favor of Administrative Agent (Volume 3611 Document 648 P1-3) in certain copyrights, being the BJII Copyright Interest referred to in the Omnibus Agreement;

(xiv) Grant of Security Interest, dated as of December 16, 2011, made by Casual Living Worldwide, Inc., a California corporation (formerly known as Brown Jordan Services, Inc., a California corporation, which was formerly known as Casual Living Worldwide, Inc.), in favor of Administrative Agent (Volume 3610 D876 P1-3) in certain copyrights, being the Services Copyright Interest referred to in the Omnibus Agreement; and

(xv) Grant of Security Interest, dated as of December 16, 2011, made by Winston Furniture Company of Alabama, LLC, an Alabama limited liability company (formerly known as Winston Furniture Company of Alabama, Inc., an Alabama corporation), in favour of Administrative Agent (Volume 3610 Document 170 P1-3) in certain copyrights, being the Winston Copyright Interest referred to in the Omnibus Agreement.

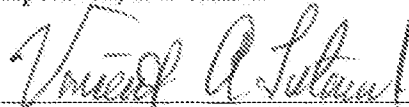
(b) The Existing IP Security Agreements are hereby amended and restated in their entirety by this IP Security Agreement. All Liens and security interests granted under each of the Existing IP Security Agreements, and the perfection thereof, shall be deemed continued and maintained pursuant to this Agreement.

SECTION 8 Intercreditor Agreement. The terms of this IP Security Agreement, any Lien granted to the Administrative Agent for the benefit of the Secured Parties or otherwise pursuant to this IP Security Agreement or the other Secured Documents and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement and any other Acceptable Intercreditor Agreement. In the event of any inconsistency between the provisions of this IP Security Agreement and the Intercreditor Agreement or any other Acceptable Intercreditor Agreement, the provisions of the provisions of the Intercreditor Agreement or such other Acceptable Intercreditor Agreement shall supersede the provisions of this IP Security Agreement. Without limiting the generality of the foregoing, and notwithstanding anything herein to the contrary, all rights and remedies of the Administrative Agent and the Secured Parties hereunder shall be subject to the terms of the Intercreditor Agreement or any other Acceptable Intercreditor Agreement.

[Signature pages follow.]

IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

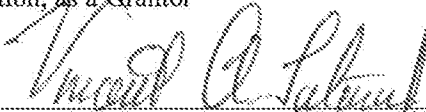
BROWN JORDAN INTERNATIONAL, INC., a
Florida corporation, as a Grantor

By: 
Name: Vincent A. Tortorici, Jr.
Title: Chief Financial Officer

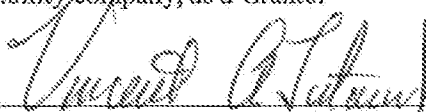
BROWN JORDAN ACQUISITION CO. INC., a
Delaware corporation, as a Grantor

By: _____
Name: David Simon
Title: Vice President and Secretary

BJI EMPLOYEES SERVICES, INC., a Florida
corporation, as a Grantor

By: 
Name: Vincent A. Tortorici, Jr.
Title: Chief Financial Officer


BROWN JORDAN COMPANY, LLC, a Delaware
limited liability company, as a Grantor

By: 
Name: Vincent A. Tortorici, Jr.
Title: Chief Financial Officer

CASUAL LIVING WORLDWIDE, INC., a California
corporation, as a Grantor

By: 
Name: Vincent A. Tortorici, Jr.
Title: Chief Financial Officer

CHARTER FURNITURE CORPORATION, a
California corporation, as a Grantor


By: 
Name: Vincent A. Tortorici, Jr.
Title: Chief Financial Officer

IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

BROWN JORDAN INTERNATIONAL, INC., a
Florida corporation, as a Grantor

By: _____
Name: Vincent A. Tortorici, Jr.
Title: Chief Financial Officer

BROWN JORDAN ACQUISITION CO. INC., a
Delaware corporation, as a Grantor

By:  _____
Name: David Simon
Title: Vice President and Secretary

BJI EMPLOYEES SERVICES, INC., a Florida
corporation, as a Grantor

By: _____
Name: Vincent A. Tortorici, Jr.
Title: Chief Financial Officer

BROWN JORDAN COMPANY, LLC, a Delaware
limited liability company, as a Grantor

By: _____
Name: Vincent A. Tortorici, Jr.
Title: Chief Financial Officer

CASUAL LIVING WORLDWIDE, INC., a California
corporation, as a Grantor

By: _____
Name: Vincent A. Tortorici, Jr.
Title: Chief Financial Officer

CHARTER FURNITURE CORPORATION, a
California corporation, as a Grantor

By: _____
Name: Vincent A. Tortorici, Jr.
Title: Chief Financial Officer

LODGING BY LIBERTY, INC., a North Carolina corporation, as a Grantor

By: 
Name: Vincent A. Tortorici, Jr.
Title: Chief Financial Officer

LOEWENSTEIN, INC., a Florida corporation, as a Grantor

By: 
Name: Vincent A. Tortorici, Jr.
Title: Chief Financial Officer

OUTDOOR FURNITURE HOLDINGS, INC., a Delaware corporation, as a Grantor

By: 
Name: Vincent A. Tortorici, Jr.
Title: Chief Financial Officer

TROPITONE FURNITURE CO., INC., a Florida corporation, as a Grantor

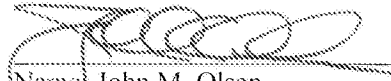
By: 
Name: Vincent A. Tortorici, Jr.
Title: Chief Financial Officer

WINSTON FURNITURE COMPANY OF ALABAMA, LLC, an Alabama limited liability company, as a Grantor

By: 
Name: Vincent A. Tortorici, Jr.
Title: Chief Financial Officer

BANK OF AMERICA, N.A., as Administrative Agent

By:



Name: John M. Olsen
Title: Senior Vice President

Schedule I
to
ABL Intellectual Property Security Agreement

Registered Trademarks and Active Trademark Applications



| | <u>Mark / Owner</u> | <u>Country</u> | <u>Application Number</u> | <u>Reg. Number</u> | <u>Status</u> |
|-----|--|----------------|---------------------------|--------------------|---------------|
| 1. | BROWN JORDAN Brown Jordan International, Inc. | Argentina | 2.578.771 | 2.109.720 | Registered |
| 2. | BROWN JORDAN Brown Jordan International, Inc. | Australia | 360773 | B360773 | Registered |
| 3. | BROWN JORDAN Brown Jordan International, Inc. | Austria | AM6049/98 | 179.456 | |
| 4. | BROWN JORDAN Brown Jordan International | Bahamas | 26965 | 26965 | Registered |
| 5. | BROWN JORDAN Brown Jordan International, Inc. | Benelux | 40427 | 353011 | Registered |
| 6. | BROWN JORDAN Brown Jordan International, Inc. | Benelux | 1043265 | 0744907 | Registered |
| 7. | BROWN JORDAN Brown Jordan International, Inc. | Bolivia | 101451 C | 101451 C | Registered |
| 8. | BROWN JORDAN INTERNATIONAL Brown Jordan International, Inc. | Brazil | 825124735 | 825124735 | Registered |
| 9. | BROWN JORDAN Brown Jordan International, Inc. | Brazil | 826435335 | 826435335 | Registered |
| 10. | CHARTER Brown Jordan International, Inc. | Brazil | 840038968 | 840038968 | Registered |
| 11. | BROWN JORDAN Brown Jordan International, Inc. | Canada | 756467 | TMA458888 | Registered |








| | <u>Mark / Owner</u> | <u>Country</u> | <u>Application Number</u> | <u>Reg. Number</u> | <u>Status</u> |
|-----|---|--------------------|---------------------------|--------------------|---------------|
| 12. | 1945 BROWN JORDAN and DESIGN Brown Jordan International, Inc. | Canada | 1707125 | TMA948,639 | Registered |
| 13. | BROWN JORDAN INTERNATIONAL Brown Jordan International, Inc. | Canada | 1159165 | TMA620,131 | Registered |
| 14. | STUDIO BY BROWN JORDAN and DESIGN Brown Jordan International, Inc. | Canada | 1740987 | --- | Pending |
| 15. | SUN ISLE Casual Living Worldwide, Inc. | Canada | 1500987 | TMA831025 | Registered |
| 16. | BROWN JORDAN Brown Jordan International | China | 3374822 | 3374822 | Registered |
| 17. | BROWN JORDAN INTERNATIONAL Brown Jordan International | China | 3370771 | 3370771 | Registered |
| 18. | BROWN JORDAN Brown Jordan International, Inc. | Colombia | --- | 301214 | Registered |
| 19. | BROWN JORDAN Brown Jordan International, Inc. | Egypt | 168491 | 168491 | Registered |
| 20. | STUDIO BY BROWN JORDAN and DESIGN Brown Jordan International, Inc. | European Community | 015081524 | 015081524 | Registered |
| 21. | BROWN JORDAN Brown Jordan International, Inc. | France | 958709 | 1492073 | |
| 22. | BROWN JORDAN INTERNATIONAL Brown Jordan International, Inc. | France | 3193895 | --- | Registered |
| 23. | BROWN JORDAN Brown Jordan Company, LLC | Germany | B58385 | 969296 | Registered |
| 24. | FUSION Brown Jordan International, Inc. | Germany | 300160046 | 30016004 | Registered |





| | <u>Mark / Owner</u> | <u>Country</u> | <u>Application Number</u> | <u>Reg. Number</u> | <u>Status</u> |
|-----|--|----------------------|---------------------------|--------------------|---------------|
| 25. | BROWN JORDAN Brown Jordan Company, LLC | Greece | 139916 | 139916 | Registered |
| 26. | BROWN JORDAN Brown Jordan International, Inc. | Iceland | V0101996 | --- | Pending |
| 27. | BROWN JORDAN Brown Jordan International, Inc. | Italy | T098C002758 | 1344156 | Registered |
| 28. | BROWN JORDAN Brown Jordan International, Inc. | Japan | --- | 4670576 | Registered |
| 29. | 1945 BROWN JORDAN THE WORLD'S FINEST FURNITURE AND DESIGN Brown Jordan International, Inc. | Mexico | 1472101 | 1,466,642 | Registered |
| 30. | STUDIO BY BROWN JORDAN AND DESIGN Brown Jordan International, Inc. | Mexico | 1644242 | 1600315 | Registered |
| 31. | BROWN JORDAN Brown Jordan Company, LLC | Mexico | 223748 | 493006 | Registered |
| 32. | 1945 BROWN JORDAN THE WORLD'S FINEST FURNITURE AND DESIGN Brown Jordan International, Inc. | Panama | 230939-01 | 230939-01 | Pending |
| 33. | STUDIO BY BROWN JORDAN AND DESIGN Brown Jordan International, Inc. | Republic of Korea | 40-2016- 0009608 | 40-1202265 | Registered |
| 34. | BROWN JORDAN Brown Jordan International, Inc. | Republic of Korea | 40-2016- 0010230 | 40-1200539 | Registered |
| 35. | BROWN JORDAN Brown Jordan International, Inc. | Singapore | T02/17696H | T02/17696H | Registered |
| 36. | BROWN JORDAN INTERNATIONAL Brown Jordan International, Inc. | Spain | 2512955(4) | 2512955 | Registered |

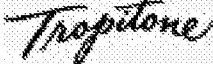
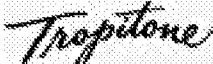


| | <u>Mark / Owner</u> | <u>Country</u> | <u>Application Number</u> | <u>Reg. Number</u> | <u>Status</u> |
|-----|--|----------------|---------------------------|--------------------|---------------|
| 37. | BROWN JORDAN Brown Jordan International, Inc. | Spain | 2513390 | 2513390 | Registered |
| 38. | BROWN JORDAN Brown Jordan International, Inc. | Switzerland | 93991998 | 459786 | Registered |
| 39. | BROWN JORDAN Brown Jordan International, Inc. | Taiwan | 88-059402 | 925904 | Registered |
| 40. | BROWN JORDAN INTERNATIONAL Brown Jordan International, Inc. | United Kingdom | 2315958 | 2315958 | Registered |
| 41. | BROWN JORDAN Brown Jordan International, Inc. | United Kingdom | 2316129 | 2316129 | Registered |
| 42. | BROWN JORDAN Brown Jordan International, Inc. | Venezuela | 8733/80 | 109238F | Registered |
| 43. | BROWN JORDAN Brown Jordan International, Inc. | US | 72/376,374 | 0,940,486 | Registered |
| 44. | BROWN JORDAN Brown Jordan International, Inc. | US | 85/979,924 | 4412341 | Registered |
| 45. | BROWN JORDAN Brown Jordan International, Inc. | US | 85/612,226 | 4314704 | Registered |
| 46. | BROWN JORDAN Brown Jordan International, Inc. | US | 85/981,419 | 4534830 | Registered |
| 47. | WINSTON Winston Furniture Company Of Alabama, LLC | US | 73/624,857 | 1439990 | Registered |
| 48. | SUN ISLE Casual Living Worldwide, Inc. | US | 75/176,599 | 2164638 | Registered |
| 49. | POMPEII Brown Jordan International, Inc. | US | 73/654,685 | 1464599 | Registered |


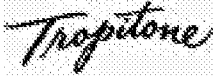




| | <u>Mark / Owner</u> | <u>Country</u> | <u>Application Number</u> | <u>Reg. Number</u> | <u>Status</u> |
|-----|--|----------------|---------------------------|--------------------|---------------|
| 50. | TEXACRAFT Brown Jordan International, Inc. | US | 74/731,432 | 2019011 | Registered |
| 51. | MERIDIAN Brown Jordan Company, LLC | US | 75/529,086 | 2525488 | Registered |
| 52. | 1945 BROWN JORDAN THE WORLD'S FINEST FURNITURE AND DESIGN Brown Jordan International, Inc. | US | 86/116,916 | 4600253 | Registered |
| 53. | 1945 BROWN JORDAN AND DESIGN Brown Jordan International, Inc. | US | 86/365,158 | 4719598 | Registered |
| 54. | 1945 and DESIGN Brown Jordan International, Inc. | US | 86/365,150 | 4719597 | Registered |
| 55. | TROPIC CRAFT Brown Jordan International, Inc. | US | 78/450,637 | 2992459 | Registered |
| 56. | CHARTER Brown Jordan International, Inc. | US | 77/305,790 | 3418172 | Registered |
| 57. | BASTA SOLE Tropitone Furniture Co, Inc. | US | 74/697,425 | 1,971,509 | Registered |
| 58. | RELAXPLUS Tropitone Furniture Co., Inc. | US | 77/827,111 | 3,816,968 | Registered |
| 59. | STONWORKS Tropitone Furniture Co., Inc. | US | 78/489,518 | 3,143,229 | Registered |
| 60. | TROPI-KAI Tropitone Furniture Co., Inc. | US | 78/776,677 | 3,168,485 | Registered |
| 61. | TROPIKANE Tropitone Furniture Company, Inc. | US | 78/453,648 | 3,490,149 | Registered |
| 62. | TROPITONE Tropitone Furniture Company, Inc. | US | 74/288,160 | 1,786,776 | Registered |
| 63. | TROPITONE Tropitone Furniture Company, Inc. | US | 77/181,834 | 3,528,351 | Registered |

| | <u>Mark / Owner</u> | <u>Country</u> | <u>Application Number</u> | <u>Reg. Number</u> | <u>Status</u> |
|-----|--|-------------------|---------------------------|--|---------------|
| 64. | TROPITONE Tropitone Furniture Co., Inc. | US | 85/867,308 | 4,585,375 | Registered |
| 65. | TROPITONE MODA Tropitone Furniture Co., Inc. | US | 85/535,323 | 4,351,083 | Registered |
| 66. |  Tropitone Furniture Co., Inc. | US | 85/233,194 | 4,100,145 | Registered |
| 67. | VALORA Tropitone Furniture Co., Inc. | US | 85/535,330 | 4,471,408 | Registered |
| 68. | TROPITONE Tropitone Furniture Co., Inc. | ARGENTINA | 2077361 | 1.828.987 Renewal Reg. No. 2460752 | Registered |
| 69. | TROPITONE Tropitone Furniture Co., Inc. | AUSTRALIA | 348703 | 348703 | Registered |
| 70. | TROPITONE Tropitone Furniture Co., Inc. | AUSTRALIA | 950983 | 950983 | Registered |
| 71. | TROPISHADE Tropitone Furniture Co., Inc. | AUSTRALIA | 639774 | 639774 | Registered |
| 72. | TROPITONE Tropitone Furniture Co., Inc. | BENELUX | 436474 | 436474 | Registered |
| 73. | TROPITONE Tropitone Furniture Co., Inc. | BRAZIL | 817039872 | 817039872 | Registered |
| 74. | RELAXPLUS Tropitone Furniture Co., Inc. | CANADA | 1514054 | TMA828752 | Registered |
| 75. | TROPITONE Tropitone Furniture Co., Inc. | CANADA | 718963 | TMA436806 | Registered |
| 76. | TROPITONE MODA Tropitone Furniture Co., Inc. | CANADA | 1588634 | TMA886169 | Registered |
| 77. |  Tropitone Furniture Co., Inc. | CANADA | 1540717 | TMA863385 | Registered |
| 78. | VALORA Tropitone Furniture Co., Inc. | CANADA | 1588633 | TMA908350 | Registered |
| 79. | TROPITONE Tropitone Furniture Co., Inc. | CHILE | 443165 | 878425 (formerly 556669) | Registered |
| 80. | RELAXPLUS Tropitone Furniture Co., Inc. | CHINA (MADRID) | 1032310 | 1032310 | Registered |
| 81. | TROPITONE Tropitone Furniture Co., Inc. | CHINA | 1292867 | 1292867 | Registered |

| | <u>Mark / Owner</u> | <u>Country</u> | <u>Application Number</u> | <u>Reg. Number</u> | <u>Status</u> |
|-----|--|-----------------------------------|---------------------------|--------------------|---------------|
| 82. |  Tropitone Furniture Co., Inc. | CHINA | 4514373 | 4514373 | Registered |
| 83. |  Tropitone Furniture Co., Inc. | CHINA | 4514372 | 4514372 | Registered |
| 84. |  Tropitone Furniture Co., Inc. | CHINA (MADRID) | 1088601 | 1088601 | Registered |
| 85. | TROPITONE Tropitone Furniture Co., Inc. | COLOMBIA | 97019865 | 206607 | Registered |
| 86. | TROPITONE Owner name translation unclear | EGYPT | 106870 | 106870 | Registered |
| 87. | TROPITONE Tropitone Furniture Co., Inc. | EUROPEAN COMMUNITY | 1013143 | 1013143 | Registered |
| 88. | TROPITONE RELAXPLUS Tropitone Furniture Co., Inc. | EUROPEAN COMMUNITY | 009792326 | 009792326 | Registered |
| 89. |  Tropitone Furniture Co., Inc. | EUROPEAN COMMUNITY (MADRID) | 1088601 | 1088601 | Registered |
| 90. | TROPITONE Tropitone Furniture Co., Inc. | FIJI | 583/97 | 583/97 | Pending |
| 91. | TROPITONE Tropitone Furniture Co., Inc. | FRANCE | 881285 | 1430051 | Registered |
| 92. |  Tropitone Furniture Co., Inc. | GERMANY | T26885/20WZ | 1128208 | Registered |
| 93. | RELAXPLUS Tropitone Furniture Co., Inc. | HONG KONG | 301561716 | 301561716 | Registered |
| 94. | TROPITONE Tropitone Furniture Co., Inc. | HONG KONG | 18091/92 | 1841/97 | Registered |
| 95. |  Tropitone Furniture Co., Inc. | HONG KONG | 302003886 | 302003886 | Registered |
| 96. | RELAXPLUS Tropitone Furniture Co., Ltd. | INDIA | 1934220 | --- | Pending |
| 97. | TROPITONE Tropitone Furniture Co., Inc. | INDIA | 758026 | 758026 | Registered |
| 98. |  Tropitone Furniture Co., Inc. | INDIA | 2191215 | 2191215 | Pending |
| 99. | TROPITONE Tropitone Furniture Co., Inc. | INDONESIA | 2270222882 | IDM000067763 | Registered |

| | <u>Mark / Owner</u> | <u>Country</u> | <u>Application Number</u> | <u>Reg. Number</u> | <u>Status</u> |
|-----|--|-------------------|---------------------------|--|-----------------------|
| 100 | TROPITONE Tropitone Furniture Co., Inc. | INDONESIA | 2270122881 | IDM000067762 | Registered |
| 101 | RELAXPLUS Tropitone Furniture Co., Inc. | IR/Madrid | 1032310 | 1032310 | Registered |
| 102 |  URComfort Tropitone Furniture Co., Inc. | IR/Madrid | 1088601 | 1088601 | Registered |
| 103 | TROPITONE Tropitone Furniture Co., Inc. | ISRAEL | 96264 | 96264 | Registered |
| 104 | TROPITONE Tropitone Furniture Co., Inc. | ITALY | T097C001117 | 0001302279 (Previous Reg. Nos. 509376 and 793141) | Registered |
| 105 | RELAXPLUS Tropitone Furniture Co., Inc. | JAPAN (MADRID) | 1032310 | 1032310 | Registered with IB |
| 106 |  Tropitone Furniture Co., Inc. | JAPAN | 2005-525455 | 1812661 | Abandoned |
| 107 | TROPITONE Tropitone Furniture Co., Inc. | JAPAN | 2005-82982 | 5024638 | Registered |
| 108 |  URComfort Tropitone Furniture Co., Inc. | JAPAN (MADRID) | 1088601 | 1088601 | Registered with IB |
| 109 | TROPITONE Tropitone Furniture Co., Inc. | KOREA | 97-16370 | 440385 | Registered |
| 110 |  URComfort Tropitone Furniture Co., Inc. | KOREA (MADRID) | 1088601 | 1088601 | Registered with IB |
| 111 | TROPITONE Tropitone Furniture Co., Inc. | MALAYSIA | 92/08159 | 92008159 | Registered |
| 112 | TROPITONE Tropitone Furniture Co., Inc. | MEXICO | 163319 | 435469 | Registered |
| 113 | TROPITONE Tropitone Furniture Co., Inc. | NEW ZEALAND | 147019 | 147019 | Registered |
| 114 | TROPITONE Tropitone Furniture Co., Inc. | PANAMA | 88334 | 88334 | Registered |
| 115 | TROPITONE Tropitone Furniture Co., Inc. | PHILIPPINES | 93702-PN | 64021 | Registered |
| 116 | RELAXPLUS Record not available | SAUDI ARABIA | 152725 | 1319/48 | Registered |

| | <u>Mark / Owner</u> | <u>Country</u> | <u>Application Number</u> | <u>Reg. Number</u> | <u>Status</u> |
|-----|--|-----------------------|---------------------------|--------------------|---------------|
| 117 | TROPITONE Tropitone Furniture Co., Inc. | Saudi Arabia | 35851514 | --- | Pending |
| 118 | TROPITONE Tropitone Furniture Co., Inc. | SAUDI ARABIA | 29191 | 375/89 | Abandoned |
| 119 |  Tropitone Furniture Co., Inc. | Saudi Arabia | 230101 | --- | Pending |
| 120 |  Tropitone Furniture Co., Inc. | SAUDI ARABIA | 1435013116 | 1435013116 | Pending |
| 121 | RELAXPLUS Tropitone Furniture Co., Inc. | SINGAPORE (MADRID) | 1032310 | 1032310 | Registered |
| 122 | TROPITONE Tropitone Furniture Co., Inc. | SINGAPORE | T9208824I | T9208824I | Registered |
| 123 |  Tropitone Furniture Co., Inc. | SINGAPORE (MADRID) | 1088601 | 1088601 | Registered |
| 124 | TROPITONE Tropitone Furniture Co., Inc. | SWITZERLAND | 10273/1998 | 463710 | Registered |
| 125 | RELAXPLUS Tropitone Furniture Co., Inc. | TAIWAN | 099010735 | 01434947 | Registered |
| 126 | tropitone Tropitone Furniture Co., Inc. | TAIWAN | 7665462 | 416549 | Registered |
| 127 | TROPITONE Tropitone Furniture Co., Inc. | TAIWAN | 94042840 | 1226128 | Registered |
| 128 |  Tropitone Furniture Co., Inc. | TAIWAN | 100041694 | 01515497 | Registered |
| 129 | TROPITONE Record unavailable | THAILAND | 614795 | Kor254887 | Registered |
| 130 | TROPITONE Record unavailable | THAILAND | 618548 | Kor252178 | Registered |
| 131 | TROPITONE Record unavailable | THAILAND | 618549 | Kor254897 | Registered |
| 132 | TROPITONE Record unavailable | THAILAND | 618550 | Kor254898 | Registered |
| 133 | TROPITONE Tropitone Furniture Co., Inc. | TURKEY | 97/006144 | 188150 | Registered |
| 134 | RELAXPLUS Tropitone Furniture Co., Inc. | UNITED ARAB EMIRATES | 140021 | 140021 | Registered |

| | <u>Mark / Owner</u> | <u>Country</u> | <u>Application Number</u> | <u>Reg. Number</u> | <u>Status</u> |
|-----|--|----------------------|---------------------------|--------------------|---------------|
| 135 | TROPITONE | UNITED ARAB EMIRATES | 11089 | 12855 | Expired |
| 136 |  Tropitone Furniture Co., Inc. | UNITED ARAB EMIRATES | 161299 | 161299- | Registered |
| 137 |  | UNITED ARAB EMIRATES | 230101 | --- | Pending |
| 138 |  Tropitone Furniture Co., Inc. | UNITED KINGDOM | 1323056 | 1323056 | Registered |
| 139 | TROPITONE Tropitone Furniture Co., Inc. | VENEZUELA | 3877-00 | N-42748 | Registered |
| 140 |  Tropitone Furniture Co., Inc. | VENEZUELA | 5598-89 | P-237295 | Registered |
| 141 |  Tropitone, C.A. | VENEZUELA | 5601-89 | P219733 | Registered |
| 142 |  Tropitone, C.A. | VENEZUELA | 5602-89 | P219734 | Registered |
| 143 | TROPITONE Tropitone, C.A. | VENEZUELA | 11398-86 | P237290 | Registered |
| 144 | TROPITONE Tropitone Furniture Company, Inc. | VIETNAM | 4199418987 | 40015692000 | Registered |