

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414213

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CASUAL LIVING WORLDWIDE, INC.		01/31/2017	Corporation: CALIFORNIA
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:	2164638	SUN ISLE	
CORRESPONDENCE DATA			
Fax Number:			
<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 2:	Gateway Plaza		
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.

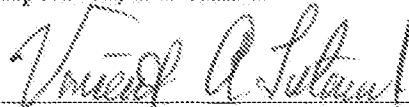
(b) The Existing IP Security Agreements are hereby amended and restated in their entirety by this IP Security Agreement. All Liens and security interests granted under each of the Existing IP Security Agreements, and the perfection thereof, shall be deemed continued and maintained pursuant to this Agreement.

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.

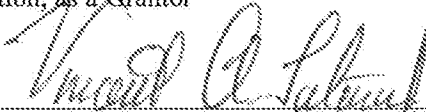
BROWN JORDAN INTERNATIONAL, INC., a
Florida corporation, as a Grantor

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

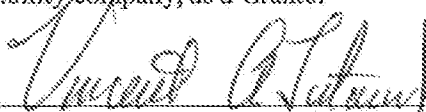
BROWN JORDAN ACQUISITION CO. INC., a
Delaware corporation, as a Grantor

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

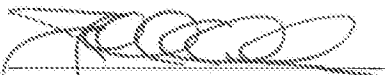
TROPITONE FURNITURE CO., INC., a Florida corporation, as a Grantor

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





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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

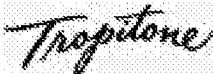
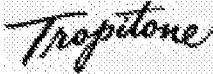


	<u>Mark / Owner</u>	<u>Country</u>	<u>Application Number</u>	<u>Reg. Number</u>	<u>Status</u>
37.	BROWN JORDAN Brown Jordan International, Inc.	Spain	2513390	2513390	Registered
38.	BROWN JORDAN Brown Jordan International, Inc.	Switzerland	93991998	459786	Registered
39.	BROWN JORDAN Brown Jordan International, 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


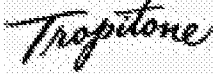




	<u>Mark / Owner</u>	<u>Country</u>	<u>Application Number</u>	<u>Reg. Number</u>	<u>Status</u>
50.	TEXACRAFT Brown Jordan International, Inc.	US	74/731,432	2019011	Registered
51.	MERIDIAN Brown Jordan Company, LLC	US	75/529,086	2525488	Registered
52.	1945 BROWN JORDAN THE WORLD'S FINEST FURNITURE AND 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

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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

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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

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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

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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

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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