

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BR-111 Imports & Exports, Inc.		03/25/2010	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	Indusparquet Industria e Comercio de Madeiras Ltda.
Street Address:	201 S. Biscayne Blvd.
Internal Address:	Suite 1500 (DXF)
City:	Miami
State/Country:	FLORIDA
Postal Code:	33131
Entity Type:	CORPORATION: BRAZIL

Name:	Floor Company Importacao e Exportacao Ltda.
Street Address:	201 S. Biscayne Blvd.
Internal Address:	Suite 1500 (DXF)
City:	Miami
State/Country:	FLORIDA
Postal Code:	33131
Entity Type:	CORPORATION: BRAZIL

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3403032	ANTIQUITY HAND-SCRAPED COLLECTION BY BR-111
Registration Number:	2943645	STRATE STUFF SUBSTRATE SAFEGUARD EXCLUSIVELY FROM BR-111
Registration Number:	2941646	STRATE STUFF URETHANE ADHESIVE EXCLUSIVELY FROM BR-111
Registration Number:	3571887	BR 111
Registration Number:	3434845	FASHION UNDER FOOT

OP \$215.00 3403032

Registration Number:	3347737	ANTIQUITY
Registration Number:	2761201	BR 111
Registration Number:	2148770	BR 111

CORRESPONDENCE DATA

Fax Number: (813)227-8249
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 954-524-5505
Email: ptomail@shutts.com
Correspondent Name: Joseph R. Englander, SHUTTS & BOWEN LLP
Address Line 1: 200 E. Broward Boulevard
Address Line 2: Suite 2100
Address Line 4: Fort Lauderdale, FLORIDA 33301

ATTORNEY DOCKET NUMBER:	32216.0001
NAME OF SUBMITTER:	Joseph R. Englander
Signature:	/joseph r. englander/
Date:	04/22/2010

Total Attachments: 6
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DEBT RESTRUCTURING AGREEMENT

This Debt Restructuring Agreement (this "Agreement") is made effective as of the 25 day of March 2010 (the "Effective Date") by and among BR-111 Imports & Exports, Inc., a Maryland corporation engaged in business in the State of Florida ("BR-111" or "Debtor"), Indusparquet Industria e Comercio de Madeiras Ltda., a company organized and existing under the laws of Brazil ("Indusparquet"), and Floor Company Importacao e Exportacao Ltda., a company organized and existing under laws of the Brazil ("Floor Company"). Debtor, Indusparquet, and Floor Company are hereinafter sometimes collectively referred to as the "Parties" and individually as a "Party." Indusparquet and Floor Company are sometimes collectively referred to as "Creditors."

RECITALS

- A. Indusparquet and Floor Company produce and distribute wood floors.
- B. BR-111 has purchased, imported and distributed wood floors produced by Indusparquet and Floor Company for the past twenty (20) years.
- C. BR-111 currently has an outstanding obligation due and owing to Indusparquet in the amount of [REDACTED] including principal and interest and to Floor Company, including principal and interest, of [REDACTED] (hereinafter, collectively referred to as the "Debt"), for wood floors sold to BR-111 by Indusparquet and Floor Company.
- D. Because BR-111 is currently unable to make a full and final payment in an amount equal to the Debt due and owing to Indusparquet and Floor Company, the Parties have decided, subject to the terms of this Agreement, to restructure the terms of payment of the Debt, which as of the Effective Date, shall be payable in accordance with this Agreement.
- E. Simultaneously with the execution of this Agreement, BR-111 and BRW Floors, Inc. ("BRW") have entered into a Debt Restructuring Agreement of even date herewith (the "BRW Debt Agreement").

NOW, THEREFORE, in consideration of the representations, warranties, covenants, agreements and recitals contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

AGREEMENT

- 1. Recitals. The above Recitals are true, correct and complete, and are incorporated into and made a part of this Agreement.
- 2. Payment of the Debt. BR-111 shall pay the sum of [REDACTED] to Indusparquet and Floor Company pursuant to the terms of the Promissory Note attached hereto as Exhibit "A" (the "Note"), which Note

BR-111 shall execute and deliver to Indusparquet and Floor Company simultaneously with the execution of this Agreement. The terms of the Note are incorporated herein by reference. An amortization schedule with respect to the Debt is attached hereto as Exhibit "B."

3. Grant of Security Interest. As security for the payment of the Debt, BR-111, simultaneously with the execution of this Agreement, hereby assigns and pledges to Indusparquet and Floor Company (individually and collectively sometimes hereinafter referred to as "Secured Party"), and hereby grants to Secured Party, a continuing security interest in all of BR-111's assets, tangible or intangible, wherever located, including BR-111's right, title and interest in and to the trademarks listed in Exhibit "C" attached hereto and all proceeds thereof (the "Collateral"). The trademark Triangulo Engineered shall be excluded from this Agreement.

4. Covenants Regarding Collateral. Debtor represents, covenants and warrants that:

(a) It has not granted and will not grant any security interest in any of the Collateral, except to Secured Party and as provided in that certain Loan and Security Agreement between BR-111, as borrower, and Wachovia Bank, National Association, as lender, dated April 8, 2005 (hereinafter, the "Wachovia Loan Agreement"), and will keep the Collateral free of all liens, claims, security interests and encumbrances of any kind or nature.

(b) It shall promptly notify Secured Party in writing of any event which affects the value of the Collateral, the ability of BR-111 or Secured Party to dispose of the Collateral, or the rights and remedies of Secured Party in relation thereto, including, but not limited to, any legal process against any of the Collateral and the adoption of any marketing order, arrangement or procedure affecting the Collateral, whether governmental or otherwise.

(c) It shall pay all costs necessary to preserve and defend the Collateral and any costs to perfect Secured Party's security interest.


(d) It shall not sell, license, agree to sell or license, or otherwise dispose of any of the Collateral except as permitted by the Wachovia Loan Agreement and the BRW Debt Agreement or with the prior written consent of Secured Party.

(e) It will, at its expense, maintain in effect and will renew all trademark and service mark registrations applicable to the Collateral, including payment of any and all maintenance and renewal fees relating thereto, and will also promptly make application on any registerable but unregistered trademarks and service marks that constitute part of the Collateral.

(f) It shall at its expense protect and defend all rights in the Collateral against any material claims and demands of all persons other than Secured Party or pursuant to the Wachovia Loan Agreement and will, at its expense, enforce all rights in the Collateral against any and all infringers of the Collateral where such infringement would materially impair the value or use of the Collateral to Secured Party.

IN WITNESS WHEREOF, BR-111, Indusparquet, and Floor Company have hereunto set their hand and seal on this Agreement, which is effective as of the Effective Date.

BR-111 IMPORTS & EXPORTS, INC.

By: 
Name: LUCIANO MORAES
Title: PLTS

**INDUSPARQUET INDUSTRIA E
COMERCIO DE MADEIRAS LTDA.**

By: _____
Name: _____
Title: _____

**FLOOR COMPANY IMPORTACAO E
EXPORTACAO LTDA.**


By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, BR-111, Indusparquet, and Floor Company have hereunto set their hand and seal on this Agreement, which is effective as of the Effective Date.

BR-111 IMPORTS & EXPORTS, INC.

By: _____
Name: _____
Title: _____

**INDUSPARQUET INDUSTRIA E
COMERCIO DE MADEIRAS LTDA.**

By: 
Name: Vitor Francisco Eduardo Uliana
Title: Director

**FLOOR COMPANY IMPORTACAO E
EXPORTACAO LTDA.**

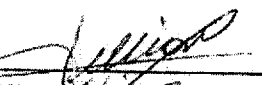
By: 
Name: Vitor Francisco Eduardo Uliana
Title: Director

Exhibit "C"
The Collateral
TRADEMARKS

Mark	Registration Number
Antiquity Hand-Scraped Collection By BR-111	3403032
	
Strate Stuff Substrate Safeguard Exclusively From BR-111	2943645
	
Strate Stuff Urethane Adhesive Exclusively From BR-111	2941646
	
BR 111	3571887
BR-111	
Fashion Under Foot	3434845
FASHION UNDER FOOT	
Antiquity	3347737
ANTIQUITY	

BR 111

2761201

BR 111

BR 111

2148770



UNREGISTERED MARKS

Mark

Angelim

Amendoim

Angico

Timborona

Santos

Tigerwood

Armagnac

Macchiato Pecan

Cognac Angelim Antiquity

Malbec Walnut Antiquity

Armagnac Angelim

Shiraz Angelim Antiquity

Tiete

Oscuro Tigerwood

Chianti Cherry Antiquity

Armagnac Tigerwood

Beaujolais Cherry Antiquity

Beaujolais Cherry

Dolcetto

Dolcetto Chestnut Antiquity

Shiraz Angelim

Grenache Amendoim

Zinfandel Tigerwood

DXA

Cabernet Pecan

DXA Macchiato Pecan