

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST (SECOND LIEN)

CONVEYING PARTY DATA

Name	Execution Date
WINSTON FURNITURE COMPANY OF ALABAMA, INC.	10/30/2006

RECEIVING PARTY DATA

Name:	LASALLE BUSINESS CREDIT, LLC, AS THE ADMINISTRATIVE AGENT.
Street Address:	135 South LaSalle St.
Internal Address:	Suite 425
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603-4105

PROPERTY NUMBERS Total: 41

Property Type	Number
Patent Number:	D329156
Patent Number:	D382127
Patent Number:	D444009
Patent Number:	D444010
Patent Number:	D333043
Patent Number:	D333045
Patent Number:	D333224
Patent Number:	D333750
Patent Number:	D334297
Patent Number:	D335586
Patent Number:	D335777
Patent Number:	D335778
Patent Number:	D335969
Patent Number:	D335971

PATENT

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REEL: 018505 FRAME: 0319

OP \$1640.00 D329156

Patent Number:	D336173
Patent Number:	D340356
Patent Number:	D340592
Patent Number:	D341955
Patent Number:	D342167
Patent Number:	D343528
Patent Number:	D343963
Patent Number:	D343966
Patent Number:	D346075
Patent Number:	D349195
Patent Number:	D352618
Patent Number:	D357133
Patent Number:	D357134
Patent Number:	D357135
Patent Number:	D357136
Patent Number:	D357137
Patent Number:	D357138
Patent Number:	D357154
Patent Number:	D358265
Patent Number:	D358266
Patent Number:	D358501
Patent Number:	D358721
Patent Number:	D360771
Patent Number:	D361440
Patent Number:	D363825
Patent Number:	D366572
Patent Number:	D366573

CORRESPONDENCE DATA

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Email: cdore@mayerbrownrowe.com

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PATENT

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NAME OF SUBMITTER:

Christopher Dore

Total Attachments: 4

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GRANT OF SECURITY INTEREST

PATENTS

THIS GRANT OF SECURITY INTEREST, dated as of October 30, 2006, is executed by WINSTON FURNITURE COMPANY OF ALABAMA, INC., an Alabama corporation (the "Grantor"), in favor of LASALLE BUSINESS CREDIT, LLC, as the administrative agent (in such capacity, the "Agent") for the financial institutions which are from time to time parties to the Second Lien Term Loan and Security Agreement referred to in Recital A below (collectively, the "Lenders").

A. Pursuant to that certain Second Lien Term Loan and Security Agreement, dated as of October 30, 2006 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Term Loan Agreement"), among the Grantor, BJI Holdings, LLC, Brown Jordan International, Inc., certain affiliates of the foregoing, Lenders and Agent, the Lenders have agreed to extend loans and other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein.

B. The Grantor owns the letters patent, and/or applications for letters patent, of the United States and certain foreign countries, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof (collectively, the "Patents").

C. Pursuant to the Second Lien Term Loan Agreement, the Grantor has granted to the Agent (for the benefit of the Agent and the Lenders) a security interest in all right, title and interest of the Grantor in and to the Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (collectively, the "Collateral"), to secure the payment of the Loans and payment or other satisfaction of all other Liabilities, as each term is defined in the Second Lien Term Loan Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Agent for the benefit of the Agent and the Lenders, a security interest in the Collateral to secure the prompt payment, performance and observance of the Loans and the other Liabilities.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Second Lien Term Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Agreement shall be construed in accordance with and governed by the internal laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

**WINSTON FURNITURE COMPANY OF
ALABAMA, INC.,**
an Alabama corporation

By: Vincent A. Lister
Name: _____
Title: _____

[Second Lien – Patent Security Agreement]

WINSTON FURNITURE COMPANY OF ALABAMA, INC.

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

PURSUANT TO SECOND LIEN TERM LOAN AND SECURITY AGREEMENT

PATENTS

<u>Title</u>	<u>Jurisdiction</u>	<u>Issue Date</u>	<u>Patent No.</u>
Chair Frame	U.S.	09/08/1992	D329,156
Chair Frame	U.S.	08/12/1997	D382,127
Interchangeable Seat Back Laminate Panel	U.S.	06/26/2001	D444,009
Interchangeable Seat Back Laminate Panel	U.S.	06/26/2001	D444,010
Chair	U.S.	02/09/1993	D333,043
Chair	U.S.	02/09/1993	D333,045
Chair Frame	U.S.	02/16/1993	D333,224
Chair Frame	U.S.	03/09/1993	D333,750
Chair	U.S.	03/30/1993	D334,297
Chair	U.S.	05/18/1993	D335,586
Chair	U.S.	05/25/1993	D335,777
Seat Frame	U.S.	05/25/1993	D335,778
Chair	U.S.	06/01/1993	D335,969
Chair	U.S.	06/01/1993	D335,971
Chair Frame	U.S.	06/08/1993	D336,173
Chair	U.S.	10/19/1993	D340,356
Chair Frame	U.S.	10/26/1993	D340,592
Seat Frame	U.S.	12/07/1993	D341,955
Chair	U.S.	12/14/1993	D342,167
Chair	U.S.	01/25/1994	D343,528
Chair Frame	U.S.	02/08/1994	D343,963
Chair	U.S.	02/08/1994	D343,966
Chair	U.S.	04/19/1994	D346,075
Chair	U.S.	08/02/1994	D349,195
Chair Frame	U.S.	11/22/1994	D352,618
Chair Frame	U.S.	04/11/1995	D357,133
Cushion Chair Frame	U.S.	04/11/1995	D357,134
Chair Frame	U.S.	04/11/1995	D357,135
Chair	U.S.	04/11/1995	D357,136
Chair Frame	U.S.	04/11/1995	D357,137
Chair Frame	U.S.	04/11/1995	D357,138
Chair Frame	U.S.	04/11/1995	D357,154
Chair	U.S.	05/16/1995	D358,265

PATENT

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Chair Frame	U.S.	05/16/1995	D358,266
Chair	U.S.	05/23/1995	D358,501
Chair	U.S.	05/30/1995	D358,721
Chair Frame	U.S.	08/01/1995	D360,771
Chair Frame	U.S.	08/22/1995	D361,440
Chair	U.S.	11/07/1995	D363,825
Chair Frame	U.S.	01/30/1996	D366,572
Chair	U.S.	01/30/1996	D366,573

SCHEDULE 1-B

None