

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Winston Furniture Company Of Alabama, Inc.	12/16/2011
RECEIVING PARTY DATA	
Name:	Bank Of America, N.A., as the administrative agent
Street Address:	135 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	D444009
Patent Number:	D444010
CORRESPONDENCE DATA	
Fax Number:	(312)706-9000
Phone:	3127018352
Email:	zbeal@mayerbrown.com, ipdocket@mayerbrown.com, ejpalmer@mayerbrown.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Erick J. Palmer
Address Line 1:	P. O. Box 2828
Address Line 4:	Chicago, ILLINOIS 606902828
ATTORNEY DOCKET NUMBER:	10386255 EJP
NAME OF SUBMITTER:	Erick J. Palmer
Total Attachments: 3 source=10386255 (I) Grant of Patent Security Interest (Winston Furniture)#page1.tif source=10386255 (I) Grant of Patent Security Interest (Winston Furniture)#page2.tif source=10386255 (I) Grant of Patent Security Interest (Winston Furniture)#page3.tif	

OP \$80.00 D444009

GRANT OF SECURITY INTEREST

PATENTS

THIS GRANT OF SECURITY INTEREST, dated as of December 16, 2011, is executed by WINSTON FURNITURE COMPANY OF ALABAMA, INC., an Alabama corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., as the administrative agent (in such capacity, the "Agent") for the financial institutions which are from time to time parties to the First Lien Loan Agreement referred to in Recital A below (collectively, the "Lenders").

A. Pursuant to that certain Amended and Restated Revolving and Term Loan Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "First Lien 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 Schedule 1-A annexed hereto and made a part hereof (collectively, the "Patents").

C. Pursuant to the First Lien 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 First Lien 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 First Lien 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.

By: Vincent A. Lawrence
Name: Vincent A. Lawrence JR
Title: CEO

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PATENT
REEL: 027431 FRAME: 0147

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST
PURSUANT TO AMENDED AND RESTATED REVOLVING AND TERM LOAN
AGREEMENT
PATENTS

<u>Title</u>	<u>Jurisdiction</u>	<u>Issue Date</u>	<u>Patent No.</u>
Interchangeable Seat Back Laminate Panel	U.S.	06/26/2001	D444,009
Interchangeable Seat Back Laminate Panel	U.S.	06/26/2001	D444,010