

09-26-2002

Docket No. 49094/GSL/B185

9.24.02

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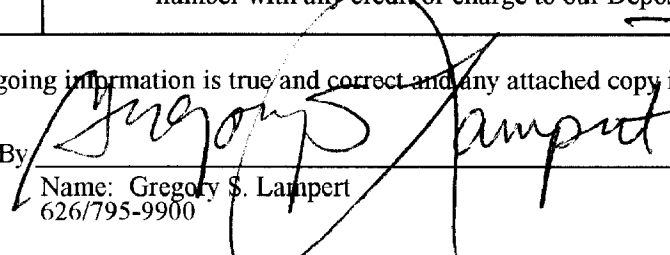
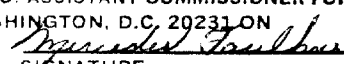
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Box Assignment
Commissioner of Patents and Trademarks
Washington, D.C. 20231

Post Office Box 7068
Pasadena, CA 91109-7068

Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof:

<p>1. Name of conveying party(ies): PNC Bank, National Association</p> <p><input type="checkbox"/> Individual(s) <input checked="" type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other <input type="checkbox"/> Exists Under Laws of</p> <p>Additional name(s) of conveying party(ies) attached: No</p>	<p>2. Name and address of receiving party(ies): Name: BROWN JORDAN INTERNATIONAL, INC.</p> <p>Street Address: 1801 North Andrews Avenue Pompano Beach, Florida 33069</p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other: <input type="checkbox"/> Exists Under Laws of</p>
<p>3. Name of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: August 28, 2002</p>	<p>If assignee is not domiciled in the United States, a domestic representative designation is attached:</p> <p>(Designation must be a separate document from Assignment). Additional name(s) & address(es) attached?</p>
<p>4. A. Trademark Application No.(s)</p>	<p>4. B. Trademark Registration No.(s) 983,334 2,177,118</p> <p>Additional numbers attached? No</p>
<p>5. Please return the recorded document and address all correspondence to:</p> <p>CHRISTIE, PARKER & HALE, LLP P.O. Box 7068 Pasadena, CA 91109-7068 Attention: Gregory S. Lampert</p>	<p>6. Total number of applications or registrations involved..... 2</p> <p>7. <input checked="" type="checkbox"/> Total fee enclosed (37 CFR 3.41): \$ 65.00</p> <p>8. <input checked="" type="checkbox"/> Any deficiency or overpayment of fees should be charged or credited to Deposit Account No. 03-1728, except for payment of issue fees required under 37 CFR § 1.18. Please show our docket number with any credit or charge to our Deposit Account.</p>
<p>10. <input type="checkbox"/> Explanatory letter is enclosed.</p>	<p>9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</p> <p>Date: September 18, 2002</p> <p>By:  Name: Gregory S. Lampert 626/795-9900</p> <p>Total number of pages including cover sheet, attachments, and document: 2</p> <p>HEREBY CERTIFY THAT THIS CORRESPONDENCE IS BEING DEPOSITED WITH THE U.S. POSTAL SERVICE AS FIRST CLASS MAIL IN AN ENVELOPE ADDRESSED TO: ASSISTANT COMMISSIONER FOR PATENT, WASHINGTON, D.C. 20231 ON <u>9/18/02</u> DATE <u></u> SIGNATURE</p>

OFFICE OF THE ASSISTANT COMMISSIONER FOR PATENT
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FINANCE SECTION

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2/29/02

TRADEMARK AND COMMON LAW OWNERSHIP ASSIGNMENT

THIS TRADEMARK AND COMMON LAW OWNERSHIP ASSIGNMENT (as amended and supplemented, the "Trademark Assignment") is made and delivered this 14th day of August 2002, by PNC BANK, National Association ("SELLER"), to BROWN JORDAN INTERNATIONAL, Inc., a Delaware corporation ("PURCHASER").

WITNESSETH, THAT FOR AND IN CONSIDERATION of the sum of \$7,200.00 to be paid by PURCHASER to SELLER upon execution of this Trademark Assignment by Seller and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by SELLER, SELLER HEREBY, sells, grants, assigns, transfers, conveys and delivers unto PURCHASER, its successors and assigns all of SELLER'S right, title and interest in and to the trademarks listed below including any and all statutory and common law rights together with any registrations and applications for registration and including all goodwill symbolized by such trademarks.

TO HAVE AND TO HOLD the same unto PURCHASER, its successors and assigns forever.

MARKS:


BODY GLOVE, U.S. Registration No. 983,334
HORIZON, U.S. Registration No. 2,177,118
TRADEWINDS
MOLLA

This Trademark Assignment is given without any warranty, express or implied, except that (i) SELLER warrants that it owns such registrations and all rights in the marks assigned to SELLER by Sunlite Casual Furniture, Inc. ("Sunlite") pursuant to the Collateral Assignment and Security Interest dated as of April 10, 2000 and that it has not sold, assigned or encumbered its rights in such marks, and (ii) SELLER warrants that it is not a party to any litigation or dispute concerning any of such marks, and that it knows of no individual or entity that could reasonably make any claim of ownership or other rights to any of such marks in connection with casual furniture and the goods for which the marks were used by Sunlite.

This Trademark Assignment shall inure to the benefit of and be binding upon SELLER and PURCHASER and their respective successors and assigns.

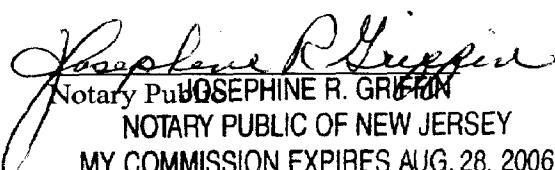
IN WITNESS WHEREOF, and intending to be legally bound hereby, SELLER has caused this Trademark Assignment to be executed and delivered by its duly authorized representative of the day and year first above written.

PNC BANK, NATIONAL ASSOCIATION

By:  Vice President
Ken Kaestner Title

STATE OF N.J)
)ss:
COUNTY OF Middlesex

On this ^{25th} day of Aug, 2002, before me personally appeared, Ken Kaestner to me personally known, who, being duly sworn, did say that he is Vice Pres. of PNC Bank National Association and that he duly executed the foregoing instrument for and acknowledged said instrument to be the free act and deed of said national association.


Notary Public JOSEPHINE R. GRIFFIN
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUG. 28, 2006