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### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GMAC COMMERCIAL FINANCE LLC, AS AGENT		10/30/2006	CORPORATION:

### **RECEIVING PARTY DATA**

Name:	BROWN JORDAN INTERNATIONAL, INC.	
Street Address:	1801 North Andrews Avenue	
City:	Pompano Beach	
State/Country:	FLORIDA	
Postal Code:	33069	
Entity Type:	CORPORATION: FLORIDA	

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2920751	ELEGANT OUTDOORS
Serial Number:	78544153	CASTCOMFORT
Serial Number:	78450668	CHARTER
Serial Number:	78544156	CONTOURCAST
Serial Number:	78450661	LODGING BY CHARTER
Serial Number:	78411010	NURSERY ACCENTS
Serial Number:	78450637	TROPIC CRAFT
Serial Number:	78469368	VINEYARD
Serial Number:	78450678	WOODSMITHS

### **CORRESPONDENCE DATA**

Fax Number: (312)701-7711

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

Phone: 312-701-7237

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Email: cdore@mayerbrownrowe.com Correspondent Name: Christopher Dore Address Line 1: 71 S. Wacker Drive Address Line 2: Mayer Brown Rowe & Maw LLP Chicago, ILLINOIS 60606-4637 Address Line 4: NAME OF SUBMITTER: Christopher Dore Signature: /Christopher Dore/ 11/10/2006 Date: **Total Attachments: 5** source=gmac tm release#page1.tif

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> TRADEMARK REEL: 003426 FRAME: 0507

### RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of October 20, 2006 ("Effective Date") by GMAC COMMERCIAL FINANCE LLC ("GMAC"), as agent for Lenders (as defined below) having a mailing address at 1290 Avenue of the Americas, 3rd Floor, New York, New York 10104 (GMAC, in such capacity, "Grantee") in favor of BROWN JORDAN INTERNATIONAL, INC., a Florida corporation, BJIP, INC., a Delaware corporation, BROWN JORDAN COMPANY, a Delaware corporation, LOEWENSTEIN, INC., a Florida corporation, POMPEII FURNITURE CO., INC., a Florida corporation, SOUTHERN WOOD PRODUCTS, INC., a Tennessee corporation, TEXACRAFT, INC., a Texas corporation, WABASH VALLEY MANUFACTURING, INC., an Indiana corporation, and WINSTON FURNITURE COMPANY OF ALABAMA, INC., an Alabama corporation, each with their principal office at 1801 N. Andrews Avenue, Pompano Beach, Florida 33069 (collectively, the "Grantors" and each individually, a "Grantor").

WHEREAS, Grantee entered into that certain Loan and Security Agreement, dated as of March 31, 2004 (as the same has been amended, modified, restated or supplemented as of the date hereof, the "Loan Agreement"), by and among Grantors, certain affiliates of Grantors, the various financial institutions named therein (each a "Lender" and collectively, the "Lenders") and GMAC, as agent for the Lenders (together with its successors, in such capacity, the "Agent"). Capitalized terms used but not defined herein have the meanings ascribed to them in the Trademark Collateral Security Agreement.

WHEREAS, to secure their obligations under the Purchase Agreement, Grantors entered into that certain Trademark Collateral Security Agreement by and among Grantors and Grantee dated as of March 31, 2004 (the "Trademark Security Agreement"), pursuant to which each Grantor granted to Grantee a continuing security interest in and to all of the Grantor's entire right, title and interest in, to and under the following, whether presently existing, appurtenant thereto, or hereafter created, obtained or acquired (the "Trademark Collateral"):

- (a) all of the trademarks and pending applications shown on the attached Schedule A and all registrations, applications and recordings thereof, including, without limitation, all applications, registrations, and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, or any State thereof, or any foreign country, including without limitation all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto and the goodwill of the business to which each of the Trademarks relates;
- (b) all Licenses, all Receivables, contract rights and General Intangibles arising under or relating to each and every License, including without limitation, (i) all moneys due and to become due under any License, (ii) any damages arising out of or for breach or default in respect of any such License, (iii) all other amounts from time to time paid or payable under or in connection with any such License and (iv) the right of Grantor to terminate any such License or to perform and to exercise all remedies thereunder; and

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(c) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing.

WHEREAS, Grantors have paid all of their outstanding indebtedness and other obligations to Grantee and Secured Parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Collateral Security Agreement, hereby terminates, discharges, cancels and releases any and all security interests it has against the Trademark Collateral, and hereby restores all right, title and interest in and to the Trademark Collateral to Grantors.

\* \* \* \* \*

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

GMAC COMMERCIAL FINANCE LLC, as Agent

Name:

Title: Direct

Release of Security Interests in Trademarks

TRADEMARK
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## **SCHEDULE A**

# U.S. AND FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS

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# Schedule A

United States Trademarks:

OWNER	SERIAL NUMBER / REGISTRATION NUMBER	TRADEMARK
Brown Jordan International, Pendin Inc., a Florida corporation Filed:	g 78/544,153 1/7/2005	CASTCOMFORT
Brown Jordan International, Pendir	78/450,668 7/14/2004	CHARTER
Brown Jordan International, Pendir	78/544,156 1/7/2005	CONTOURCAST
Brown Jordan International, Pendi	rg 78/450,661 7/14/2004	LODGING BY CHARTER
Brown Jordan International, Pendi		NURSERY ACCENTS and Design
Brown Jordan International, Pendi	ng 78/450.637 7/14/2004	TROPIC CRAFT
Brown Jordan International, Pendi	ng 78/469,368 8/18/2004	VINEYARD
Brown Jordan International, Pendi	ng 78/450.678 : 7/14/2004	WOODSMITHS
	nered: 2,920,751 2005	ELEGANT OUTDOORS and Design

Foreign Trademarks:

**RECORDED: 11/10/2006** 

OWNER	COUNTRY	STATUS	SERIAL	TRADEMARK
Brown Jordan International, Inc., a Florida corporation	ECUADOR	Pending Filed: 10/22/2004	NUMBER 150011	BROWN JORDAN
Brown Jordan International, Inc., a Florida corporation	SAUDI ARABIA	Pending Filed: 1/2/2005	94204	BROWN JORDAN

TRADEMARK

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