

<b>TRADEMARK ASSIGNMENT</b>
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Electronic Version v1.1  
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05/14/2010  
 900162214

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Stanley Furniture Company, Inc.		05/10/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	The Bank of New York Mellon Trust Company, N.A. , as Collateral Agent		
Street Address:	10181 Centurion Parkway North, 2nd Floor		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32256		
Entity Type:	National Association: <i>United States</i>		
<b>PROPERTY NUMBERS Total: 17</b>			
Property Type	Number	Word Mark	
Registration Number:	3083866	BARBADOS	
Registration Number:	2990467	BEAU NOUVEAU	
Registration Number:	3088724	CHANTICLEER	
Registration Number:	3143251	GALWAY BAY	
Registration Number:	3477585	GENAMERICA	
Registration Number:	3169739	LOUIS LOUIS	
Registration Number:	3123060	MIDNIGHT SUN	
Registration Number:	3020704	MOONDANCE	
Registration Number:	3230968	SERAFINA	
Registration Number:	3238398	SHELTER ISLAND	
Registration Number:	2906389	STANLEY FURNITURE	
Registration Number:	3389610	SUNSET KEY	
Registration Number:	3327461	TOLUCA LAKE	
Registration Number:	3102404	WAINWRIGHT	

CH \$440.00 3083866

O: SUSAN LAKE, PARALEGAL COMPANY: 1180 PEACHTREE STREET

Registration Number:	2500012	YOUNG AMERICA
Registration Number:	2821738	YOUNG AMERICA BABY
Registration Number:	2852047	YOUNG AMERICA SHOPS

## CORRESPONDENCE DATA

Fax Number: (404)572-5128

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

Phone: 404-572-3458

Email: slake@kslaw.com

Correspondent Name: Susan Lake, Paralegal

Address Line 1: 1180 Peachtree Street

Address Line 2: King &amp; Spalding

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 02176-015007

NAME OF SUBMITTER: Susan Lake

Signature: /Susan Lake/

Date: 05/14/2010

## Total Attachments: 7

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## TRADEMARK SECURITY AGREEMENT

### (TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, Stanley Furniture Company, Inc. (herein called "Grantor") owns certain Trademarks (as defined below) and is a party to certain Trademark Licenses (as defined below); and

WHEREAS, Stanley Furniture Company, Inc., a Delaware corporation (the "Issuer" or "Grantor"), The Prudential Insurance Company of America ("Prudential") and the other holders of Notes party thereto (collectively, and together with Prudential, the "Secured Parties") have entered into that certain Second Amended and Restated Note Purchase and Private Shelf Agreement, dated as of May 11, 2010 (as from time to time amended, supplemented, restated, increased, extended or otherwise modified, the "Note Purchase Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of May 11, 2010 (as from time to time amended, supplemented, restated or otherwise modified, the "Security Agreement"), made by the Issuer and the subsidiaries of the Issuer signatory thereto (collectively, and together with the Issuer, the "Grantors") in favor of The Bank of New York Mellon Trust Company, N.A., as Collateral Agent (in such capacity, the "Collateral Agent" or "Grantee") Grantor has granted to Grantee for the benefit of the Secured Parties a continuing security interest in various assets of Grantor, including all right, title and interest of each Grantor in and to the Trademark Collateral (as defined herein), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as such term is defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby pledges and assigns to Grantee and grants to Grantee a continuing security interest, for the benefit of the Secured Parties, in and to all of Grantor's right, title and interest in and to all of the following property (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, whether now existing or hereafter incurred or arising:

each Trademark in which Grantor has any interest, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

i. each Trademark License, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

ii. all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, and all rights and

benefits of Grantor under any Trademark License, or for injury to the goodwill associated with any of the foregoing.

As used herein:

**"Trademark License"** means any license or agreement, whether now or hereafter in existence, under which is granted or authorized any right to use any Trademark, including without limitation the agreements identified on Schedule 1 hereto.

**"Trademarks"** means all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and the rights in any of the foregoing which arise under applicable law, (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described in Schedule 1 hereto, (d) all reissues, extensions and renewals thereof, (e) all claims for, and rights to sue for, past or future infringements of any of the foregoing and (f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as such term is defined in the Note Purchase Agreement) has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

In each and every case the Collateral Agent is required to act or refrain from acting hereunder it shall be at the written direction of the holders of the Notes (as defined in the Note Purchase Agreement) in accordance with the terms and conditions of the Collateral Agency Agreement (as defined in the Note Purchase Agreement). Any and all such actions or inaction hereunder by the Collateral Agent shall be covered by all of the rights and indemnities set forth in the Collateral Agency Agreement as if fully set forth herein.

*[Signature Pages Follow]*

O: SUSAN LAKE, PARALEGAL COMPANY: 1180 PEACHTREE STREET

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 10<sup>th</sup> day of May 2010.

STANLEY FURNITURE COMPANY, INC.

By: Douglas I. Payne  
Name: Douglas I. Payne  
Title: EVP - Finance & Administration

STATE OF Virginia §  
COUNTY OF Henry §

The foregoing instrument was acknowledged before me on this 10 day of May, 2010, by Douglas I. Payne, the EVP - Finance & Adm of Stanley Furniture Company, Inc., a Delaware, on behalf of said Corporation.

DEBORAH ANN SCHMIDT-GUECIA  
NOTARY PUBLIC  
Commonwealth of Virginia  
Reg. #7146279  
My Commission Expires 6/30/2011

Deborah Ann Schmidt-Guecia  
Notary Public, State of Virginia

Deborah Ann Schmidt-Guecia  
(printed name)

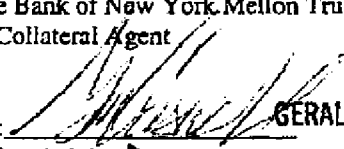
My commission expires: 6/30/2011

[Seal]

O: SUSAN LAKE, PARALEGAL COMPANY: 1180 PEACHTREE STREET

Acknowledged:

The Bank of New York Mellon Trust Company, N.A.,  
as Collateral Agent

By:  GERALDINE CRESWELL  
Title: VICE PRESIDENT

O: SUSAN LAKE, PARALEGAL COMPANY: 1180 PEACHTREE STREET

Schedule 1Trademarks and Trademark Licenses

<b>Title</b>	<b>Country</b>	<b>Application No. or Reg. No.</b>
BARBARDOS	US	3,083,866
BEAU NOUVEAU	US	2,990,467
CHANTICLEER	US	3,088,724
GALWAY BAY	US	3,143,251
GENAMERICA	US	3,477,585
LOUIS LOUIS	US	3,169,739
MIDNIGHT SUN	US	3,123,060
MOONDANCE	US	3,020,704
SERAFINA	US	3,230,968
SHELTER ISLAND	US	3,238,398
STANLEY	South Korea	0587230
STANLEY FURNITURE	Canada	705,298
STANLEY FURNITURE	China	3664582
STANLEY FURNITURE	EU	005687521
STANLEY FURNITURE	India	1401189
STANLEY FURNITURE	Latvia	M 55 490
STANLEY FURNITURE	Mexico	972801

TRADEMARK

REEL: 004208 FRAME: 0495

O: SUSAN LAKE, PARALEGAL COMPANY: 1180 PEACHTREE STREET

STANLEY FURNITURE	South Korea	40-0643247
STANLEY FURNITURE	Turkey	2007-G-216648
STANLEY FURNITURE	US	2,906,389
STANLEY FURNITURE COMPANY	Argentina	1872571
STANLEY FURNITURE COMPANY	UK	2196483
STANLEY FURNITURE COMPANY, INC.	Brazil	821923420
SUNSET KEY	US	3,389,610
TOLUCA LAKE	US	3,327,461
WAINWRIGHT	US	3,102,404
YOUNG AMERICA	China	6018348
YOUNG AMERICA	EU	005687538
YOUNG AMERICA	Indonesia	D00.2009.032815
YOUNG AMERICA	Indonesia	J00.2009.032817
YOUNG AMERICA	South Korea	40-2009-5815
YOUNG AMERICA	US	2,500,012



O: SUSAN LAKE, PARALEGAL COMPANY: 1180 PEACHTREE STREET

YOUNG AMERICA	Mexico	1080721
YOUNG AMERICA BABY	US	2,921,738
YOUNG AMERICA SHOPS	US	2,852,047