

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464586

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stanley Furniture Company, Inc.		03/02/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Churchill Downs LLC		
Street Address:	200 North Hamilton Street, No. 200		
City:	High Point		
State/Country:	NORTH CAROLINA		
Postal Code:	27260		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4134394	BUILTTOGROW	
Registration Number:	4561475	CROSSPOINTE	
Registration Number:	4917605		
Registration Number:	2906389	STANLEY FURNITURE	
Registration Number:	4917606	STANLEY FURNITURE	
Registration Number:	5239454	STONE & LEIGH	
Registration Number:	2500012	YOUNG AMERICA	
CORRESPONDENCE DATA			
Fax Number:	3365744522		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	336-574-8050		
Email:	kristin.webb@wbd-us.com		
Correspondent Name:	JACK HICKS WOMBLE BOND DICKINSON (US) LL		
Address Line 1:	300 N. Greene Street, Suite 1900		
Address Line 4:	greensboro, NORTH CAROLINA 27401		
NAME OF SUBMITTER:	Jack B. Hicks		
SIGNATURE:	/Jack B. Hicks/		
DATE SIGNED:	03/06/2018		

CH \$190.00 4134394

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment Agreement"), is executed as of March 2, 2018 ("Closing Date"), by and between STANLEY FURNITURE COMPANY, INC. ("Assignor") and CHURCHILL DOWNS LLC ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in that certain Asset Purchase Agreement dated as of November 20, 2017, as amended on January 22, 2018 ("Purchase Agreement").

RECITALS

A. Pursuant to Section 2.1 of the Purchase Agreement, Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee, and Assignee has agreed to purchase from Assignor, all of Assignor's right, title and interest in and to the Purchased Assets, including, without limitation, the Seller Owned Intellectual Property;

B. Simultaneously with the execution of this IP Assignment Agreement, Assignee and Assignor are also entering into an Assignment and Assumption Agreement, and Assignor is making a Bill of Sale to Assignee, pursuant to which Assignor is selling, assigning, conveying, transferring and delivering to Assignee all of its right, title and interest in and to certain contracts and the other Purchased Assets, all as described therein; and

C. Pursuant to Section 3.2 of the Purchase Agreement, the Parties have agreed to enter into this IP Assignment Agreement to be effective as of the Closing Date.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Section 1 Assignment of Seller Owned Intellectual Property. Upon the terms set forth in the Purchase Agreement, Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee, and Assignee hereby purchases from Assignor, free and clear of all Liens (other than Permitted Liens), all of Assignor's right, title and interest in and to all Seller Owned Intellectual Property, including without limitation, all goodwill associated therewith, and all sales, advertising, promotional and marketing information and materials, all websites and domain names, and the Registered Intellectual Property set forth on Schedule A attached hereto, together with any pending applications or registrations therefor, any and all income royalties, or payments due or payable as of the Closing Date or thereafter, including, without limitation, the right to sue for any and all past, present and future infringements of such Intellectual Property, and to receive any and all damages awarded as a result of any such claim, and all other rights and interests therein and thereto ("Assigned IP"). In order to enable the use by Assignee of the website names and addresses set forth on Schedule A hereto ("Domain Names"), Assignor agrees to provide Assignee, on the Closing Date, with any account information with any Person with whom the Domain Names are registered, if any, including any user names and passwords of Assignor relating thereto.

Section 2 Further Assurances.

a. Assignor hereby covenants and agrees that it shall, at any time after the Closing Date or from time to time thereafter at the reasonable request of Assignee, (a) execute and deliver such further instruments of sale, conveyance, transfer, assignment and delivery to Assignee as shall be reasonably necessary or appropriate to vest in Assignee title to the Assigned IP, to otherwise establish the record of Assignee's title thereto, or to more effectively consummate the assignments contemplated hereby, and (b) assist Assignee, at Assignee's request and at Assignee's sole cost and expense, in exercising any rights with respect thereto.

b. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, the United States Copyright Office, and the applicable officials of any other agencies or authorities, governmental or otherwise, to issue or transfer all of the Assigned IP to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

c. As and to the extent that any governmental or quasi-governmental office or agency pertaining to the filing, registration, application or processing of intellectual property, including without limitation the United States Patent and Trademark Office, the United States Copyright Office, or the offices in which any of the Assigned IP listed in Schedule A is or was registered, applied for, pending or recorded, requests that additional forms or documents be presented or executed by Assignor or its agents, affiliates or attorneys, Assignor shall execute such documents and deliver them to Assignee or its agents, attorneys or designees, as applicable.

Section 3 Amendment and Waiver. This IP Assignment Agreement may be amended, supplemented or modified, and any provision hereof may be waived, only pursuant to a written instrument making specific reference hereto signed by both the Assignor and the Assignee.

Section 4 Successors and Assigns. The terms and provisions of this IP Assignment Agreement shall be binding upon, and inure to the benefit of, Assignor and Assignee, and each of their respective successors and assigns.

Section 5 Third Party Beneficiaries. Nothing in this IP Assignment Agreement is intended to or shall confer upon any Person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this IP Assignment Agreement or any transaction contemplated by this IP Assignment Agreement.

Section 6 Choice of Law. This IP Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

Section 7 Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, Assignor's representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property, are incorporated herein by reference. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the extent provided therein. For the

avoidance of doubt, no additional representations or warranties are being made in this IP Assignment Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms and provisions of the Purchase Agreement shall govern.

Section 8 Counterparts. This IP Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile, electronic or original) of signatures to this IP Assignment Agreement shall be deemed to be originals and shall be binding to the same extent as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment Agreement to be duly executed and delivered as of the date first set forth above.

ASSIGNOR:

STANLEY FURNITURE COMPANY, INC.

By: Anita W. Wimmer
Name: Anita W. Wimmer
Title: Vice President -- Finance/Controller

Guilford County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the following document:

Anita W. Wimmer
Name(s) of principal(s)

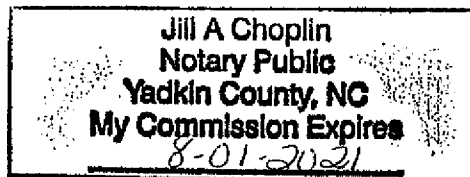
Date: 3-1-2018

(Official Seal)

Jill A. Choplin
Official Signature of Notary

Jill A. Choplin, Notary Public
Notary's printed or typed name

My commission expires: 8-01-2021



ASSIGNEE:

CHURCHILL DOWNS LLC

By: [Signature]
Name: Richard Ledger
Title: Chief Executive Officer

CUILFORD County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the following document:

Richard Ledger
Name(s) of principal(s)

Date: February 28, 2018

(Official Seal)

SUSAN R. HAYES
Notary Public
Davidson County, NC

[Signature]
Official Signature of Notary

Susan R Hayes, Notary Public
Notary's printed or typed name

My commission expires: 9-6-18

SCHEDULE A**ASSIGNED IP**Trademarks – U.S.

Trademark	Registration/ Application No.	Registration/ Application Date
BUILTTOGROW	4,134,394	05-01-2012
CROSSPOINTE	4,561,475	07-01-2014
LOGO (STAGS BRAND MARK)	4,917,605	03-15-2016
STANLEY FURNITURE	2,906,389	11-30-2004
STANLEY FURNITURE	4,917,606	03-15-2016
STONE & LEIGH	5,239,454	07-11-2017
YOUNG AMERICA	2,500,012	10-23-2001

Trademarks – International

Trademark	Registration No.	Registration Date	Country
STANLEY FURNITURE	TMA705,298	01-22-2008	Canada
STANLEY FURNITURE	3664582	01-21-2009	China (People's Republic)
STANLEY FURNITURE	1401189	11-24-2005	India
STANLEY FURNITURE	40-0643247	12-15-2005	Korea, Republic of
STANLEY FURNITURE	972801	02-20-2007	Mexico
STANLEY FURNITURE	2009/05488	10-12-2010	Turkey
STANLEY FURNITURE COMPANY	2,521,437	05-23-2002	Argentina
STANLEY FURNITURE COMPANY	2196483	05-05-1999	United Kingdom
STANLEY KIDS	2010 39521	08-04-2011	Turkey
YOUNG AMERICA	6018348	05-07-2010	China (People's Republic)
YOUNG AMERICA	005687538	01-31-2008	European Union

Trademark	Registration No.	Registration Date	Country
YOUNG AMERICA	IDM000303604	05-03-2011	Indonesia
YOUNG AMERICA	40-0822339	05-06-2010	Korea, Republic of
YOUNG AMERICA	1175111	08-23-2010	Mexico

Patents

Application No.	Issue Date	Title	Patent No.
29/186,738	06-14-2005	FURNITURE UNIT (Stanley – Provincia sku# 384-17-32)	D506,087
29/213068	12-06-2005	SLEIGH BED (young America- Starlight sku# 394- 94-53)	D512,244
29/213,064	12-06-2005	CHEST (Young America-Starlight sku# 394-94-02)	D512,247
29/213,065	01-23-2007	BUNK BED (Young America-Starlight sku# 394-94-760)	D535,488
23/213,089	06-27-2006	BED (Young America-Starlight sku# 394-94-36)	D523,659
29/213,069	10-03-2006	DAY BED (Young America-Starlight sku# 394-94-48)	D529,306
29/213,066	12-27-2005	PANEL BED (Young America-Starlight sku# 394-94-40)	D513,136
29/213,067	11-29-2005	UPRIGHT CHEST (Young America- Starlight sku# 394- 94-12)	D511,908
29/213,051	11-29-2005	CHEST WITH DRAWERS (Young America-Starlight sku# 394-94-04)	D511,907

Copyrights

None.

Domain Names:

stanley-furniture.com
stanleycoastalliving.com
stanleyfurniture.com
stanleyfurnitureco.com
stanleyfurniturecom.com
stanleyfurnitureoutlet.com
stanleyfurnitureoutletstore.com
stoneandlee.com
stoneandleefurniture.com
stoneandleigh.com
stoneandleighfurniture.com
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youngamerica.com
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youngamericauniversity.com