# CH \$190.00 523945

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM581806

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
STANLEY FURNITURE COMPANY LLC	FORMERLY Churchill Downs LLC	04/01/2020	Limited Liability Company: DELAWARE

# **RECEIVING PARTY DATA**

Name:	ENDURANCE CAPITAL VIETNAM I LIMITED
Street Address:	P.O. Box 2221
Internal Address:	c/o Osiris International Trustees Limited of Coastal Building, Wickhams Cay II
City:	Road Town, Tortola
State/Country:	VIRGIN ISLANDS, BRITISH
Entity Type:	Company: VIRGIN ISLANDS, BRITISH

# **PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	5239454	STONE & LEIGH
Registration Number:	4917606	STANLEY FURNITURE
Registration Number:	4917605	
Registration Number:	4561475	CROSSPOINTE
Registration Number:	4134394	BUILTTOGROW
Registration Number:	2906389	STANLEY FURNITURE
Registration Number:	2500012	YOUNG AMERICA

# **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 3127018637

Email: IPDocket@mayerbrown.com

Correspondent Name: William R. Siegel, Mayer Brown LLP

Address Line 1: 71 S. Wacker Drive

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	20648600
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/

TRADEMARK REEL: 006973 FRAME: 0490

DATE SIGNED:	06/17/2020
Total Attachments: 3	
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TRADEMARK REEL: 006973 FRAME: 0491

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "<u>Agreement</u>") is made as of April <u>1</u>, 2020, by STANLEY FURNITURE COMPANY LLC, f/k/a Churchill Downs LLC, a Delaware limited liability with a principal place of business at 200 North Hamilton Street, High Point, North Carolina 27260 ("<u>Debtor</u>") in favor of ENDURANCE CAPITAL VIETNAM I LIMITED, a company registered in the British Virgin Islands with registration number 1885221, with a registered office c/o Osiris International Trustees Limited of Coastal Building, Wickhams Cay II, P.O. Box 2221, Road Town, Tortola, British Virgin Islands ("<u>Secured Party</u>"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in that certain Secured Promissory Note issued to Secured Party by Debtor on March 12, 2020, as amended (the "<u>Note</u>").

WHEREAS, as part of the Note, Debtor issued to Secured Party a first priority security interest in the Collateral; and

WHEREAS, in Section 2 of the Note, Debtor agreed to "execute and deliver to [Secured Party] customary short form intellectual property security agreements to be filed with the United States Patent and Trademark Office . . .";

NOW, THEREFORE, for good and valuable consideration, Debtor hereby agrees as follows:

- 1. <u>Grant of Security Interest</u>. Debtor hereby grants to Secured Party a security interest in Debtor's right, title, and interest in and to all of the following, whether now owned or hereafter created or acquired (collectively, the "Trademark Collateral"):
- (a) all of Debtor's trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, and other source identifiers, whether registered or unregistered (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest would impair the validity or enforceability of any registration issuing from such intent-to-use trademark applications under applicable federal law), including but not limited to the registered trademarks set forth on **Schedule 1** annexed hereto;
- (b) all registrations and applications for registration for any trademark, together with all extensions and renewals thereof;
  - (c) all rights in the foregoing provided by international treaties or conventions;
- (d) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, violation, misuse, or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (e) all proceeds of, collateral for, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations related to, any of the foregoing.
- **2.** Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute and express but one and the same instrument. In proving this Agreement in any judicial proceeding, it shall not be necessary to produce or account for more than one such counterpart signed by one authorized signatory of the party against whom enforcement is sought.

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IN WITNESS WHEREOF, Debtor has caused this Security Agreement to be signed, sealed and delivered on the day and year first written above.

STANL	EY PURNITURE COMPANY LLC
By:	
Name:	White Carolin Griden
Title:	Charles

# Schedule 1

- 1. Registration Number 5239454
- 2. Registration Number 4917606
- 3. Registration Number 4917605
- 4. Registration Number 4561475
- 5. Registration Number 4134394
- 6. Registration Number 2906389
- 7. Registration Number 2500012

**RECORDED: 06/17/2020** 

TRADEMARK REEL: 006973 FRAME: 0494