

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600096

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STANLEY FURNITURE COMPANY LLC	FORMERLY f/k/a Churchill Downs LLC	08/15/2020	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:			
<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:	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/		

CH \$190.00 5239454

DATE SIGNED:	09/29/2020
Total Attachments: 3 source=10. Stanley - TradeMark Security Agreementmade as of Aug 15, 2020#page1.tif source=10. Stanley - TradeMark Security Agreementmade as of Aug 15, 2020#page2.tif source=10. Stanley - TradeMark Security Agreementmade as of Aug 15, 2020#page3.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement") is made as of August 15, 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 ("Grantor") in favor of ENDURANCE CAPITAL VIETNAM I LIMITED, a company registered in the British Virgin Islands with registration number 1885521, with a registered office at c/o Osiris International Trustees Limited of Coastal Building, Wickhams Cay II, P.O. Box 2221, Road Town, Tortola, British Virgin Islands ("Secured Party"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Security Agreement (as defined below), and if not defined therein, in the Loan Agreement (as defined below).

WHEREAS, Secured Party and Churchill Downs Holdings, Ltd. ("Borrower"), are party to that certain 1st Amended and Restated Loan Agreement, dated as of March 12, 2020 (as amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the "Loan Agreement"), by and among Secured Party, as lender, Borrower, as borrower, and Mr. Walter August Blocker, as beneficial owner;

WHEREAS, in connection with the Loan Agreement, Grantor has executed and delivered that certain Security and Pledge Agreement, dated as of August 15, 2020 (as amended, amended and restated, supplemented, replaced or otherwise modified from time to time, the "Security Agreement"), by Grantor, Stanley Furniture Company 2.0, LLC and Stanley Furniture Intermediate Holdings LLC in favor of Secured Party, pursuant to which it has issued to Secured Party a first priority security interest in the Collateral; and

WHEREAS, in Section 2 of the Security Agreement, Grantor agreed to execute, or cause to be executed, and deliver to Secured Party any and all documents necessary to give effect to the Security Agreement and to perfect and preserve the priority of the security interest granted therein;

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

I. **Grant of Security Interest.** Grantor hereby grants to Secured Party a security interest in Grantor'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 Grantor'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

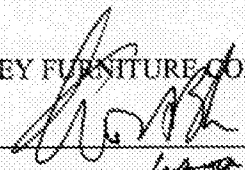
(e) all proceeds of, collateral for, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations related to, any of the foregoing.

2. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, if applicable, 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.

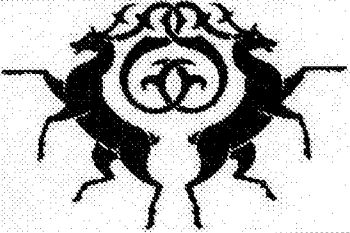
3. **Incorporation of Security Agreement.** This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of the security interest herein with the United States Patent and Trademark Office. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Secured Party pursuant to the Security Agreement. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto and the security interest granted herein to Secured Party is expressly subject to the terms and conditions thereof. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

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

STANLEY FURNITURE COMPANY LLC

By: 
Name: Wanda Fisher
Title: Director

Schedule 1

Mark	Application No.	Registration No.
STONE & LEIGH	87035021	5239454
STANLEY FURNITURE	86514046	4917606
	86514033	4917605
CROSSPOINTE	86056353	4561475
BUILT TO GROW	85340546	4134394
STANLEY FURNITURE	78262596	2906389
YOUNG AMERICA	76060561	2500012

737551200