

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653219

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	UCC foreclosure sale		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENDURANCE CAPITAL VIETNAM I LIMITED		05/05/2021	Company: VIRGIN ISLANDS, BRITISH
RECEIVING PARTY DATA			
Name:	Stanley Asset Holding Limited		
Street Address:	Coastal Building, Wickham's Cay II		
Internal Address:	PO Box 2221		
City:	Road Town, Tortola		
State/Country:	VIRGIN ISLANDS, BRITISH		
Entity Type:	Company: VIRGIN ISLANDS, BRITISH		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2500012	YOUNG AMERICA	
Registration Number:	2906389	STANLEY FURNITURE	
Registration Number:	4134394	BUILTTOGROW	
Registration Number:	4561475	CROSSPOINTE	
Registration Number:	4917606	STANLEY FURNITURE	
Registration Number:	4917605		
CORRESPONDENCE DATA			
Fax Number:	6315013526		
<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:	631-501-5700		
Email:	crieder@carterdeluca.com		
Correspondent Name:	Carter, DeLuca & Farrell LLP		
Address Line 1:	576 Broad Hollow Road		
Address Line 4:	Melville, NEW YORK 11747		
NAME OF SUBMITTER:	George Likourezos		
SIGNATURE:	/George Likourezos/		
DATE SIGNED:	06/10/2021		

OP \$165.00 2500012

Total Attachments: 6

source=Bill of Sale (01846916)#page1.tif

source=Bill of Sale (01846916)#page2.tif

source=Bill of Sale (01846916)#page3.tif

source=Bill of Sale (01846916)#page4.tif

source=Bill of Sale (01846916)#page5.tif

source=Bill of Sale (01846916)#page6.tif

BILL OF SALE

THIS BILL OF SALE (this "Bill of Sale") is made and entered into as of May 5, 2021 by Endurance Capital Vietnam I Limited, senior secured party (the "Lender") to Stanley Furniture Company, LLC, Stanley Furniture Company 2.0, LLC, and Stanley Furniture Intermediate Holdings LLC (the "Debtors"), pursuant to Article 9 of the Uniform Commercial Code of the State of Delaware (the "UCC").

RECITALS

A. The Debtors and the Lender entered into the following loan agreements (the "Loan Agreements"):

1. First Amended and Restated Loan Agreement dated March 12, 2020 by and among Churchill Downs Holdings, Ltd. ("Churchill"), as borrower, Endurance, as lender, and Walter A. Blocker ("Walter"), as ultimate beneficial owner (amending the January 6, 2020 loan agreement among the parties) (the "First Amended Loan Agreement"). Pursuant to the First Amended Loan Agreement, Churchill agreed to repay to Endurance the sum of \$1,285,420 together with interest thereon on or before April 15, 2020;
2. Secured Promissory Note dated as of March 12, 2020 (the "Promissory Note") between Stanley, as maker, and Endurance, as holder in the amount of \$1,392,000 payable to Endurance on or before June 30, 2020 together with interest thereon and secured by substantially all of Stanley's assets;
3. Debenture dated March 12, 2020 between Churchill, as mortgagor, and Endurance, as mortgagee;
4. An Equitable Mortgage dated March 12, 2020 by and among Stanley, as borrower, Six Eagles Holdings Ltd. ("Six Eagles"), and Severnom Ltd. ("Severnom"), as chargors, Churchill, as borrower, and Endurance, as chargee whereby Six Eagles and Severnom granted to Endurance a mortgage on, and security interest in, the shares of Churchill owned by Six Eagles and Severnom;
5. Guarantee dated March 12, 2020 between Viet Nam Alliance Joint Stock Company, as guarantor, and Endurance, as lender, whereby Viet Nam Alliance Joint Stock Company absolutely and unconditionally guaranteed to Endurance all of the debts and obligations owing to Endurance from Churchill and Stanley;
6. Personal Guarantee dated March 12, 2020 among (a) Stanley, as borrower, (b) Stanley Intermediate, (b) Churchill, Stanley 2.0, Viet Nam Trade Alliance Joint Stock Company, and Walter, as guarantors, and (c) Endurance, as lender whereby the guarantors agreed to absolutely and unconditionally, jointly and severally, guarantee to Endurance all of Stanley's debts and obligations to the Secured Promissory Note dated March 12, 2020;

7. Security Agreement dated effective April 1, 2020 by and between Stanley, as debtor, and Endurance, as secured party whereby Stanley granted to Endurance a first priority security interest in and to, among other things, substantially all of Stanley's assets;
8. Security and Pledge Agreement dated effective April 1, 2020 between Stanley Intermediate, as debtor, and Endurance, as the secured party, whereby Stanley Intermediate granted to Endurance a first priority security interest in and to, among other things, all of Stanley Intermediate's assets and pledged to Endurance all of Stanley Intermediate's membership interest in and to Stanley;
9. Trademark Security Agreement dated effective April 1, 2020 between Stanley and Endurance whereby Stanley granted to Endurance a first priority security interest in and to, among other things, all of Stanley's trademarks, services marks, domain names, trade dress, logos, designs, slogans, trade names, business names, and other source identifiers whether registered or unregistered;
10. First Amendment dated August 15, 2020 to the First Amended Loan Agreement by and among Churchill, as borrower, Endurance, as lender, and Walter, as beneficial owner whereby the parties modified the First Amended Loan Agreement;
11. Guaranty dated August 15, 2020 among (a) Stanley, Stanley 2.0, and Stanley Intermediate, as guarantors, and (b) Endurance whereby each of Stanley, Stanley 2.0, and Stanley Intermediate agreed to absolutely and unconditionally, jointly and severally, guaranty to Endurance the obligations of Churchill as borrower pursuant to the First Amended Loan Agreement;
12. Patent Security Agreement dated August 15, 2020 between Stanley and Endurance under which Stanley granted to Endurance a first priority security interest in, among other things, all of Stanley's right, title, and interest in and to Stanley's patents, patent applications, inventions, and designs, whether foreign or domestic and whether registered or unregistered;
13. Secured Promissory Note dated August 31, 2020 in the principal sum of \$2,388,105 by and among Churchill, as maker, and Endurance, as holder secured by substantially all of Churchill's assets and payable on or before August 31, 2021 together with interest thereon;
14. Guaranty dated August 31, 2020 among (a) Stanley, Stanley 2.0, and Stanley Intermediate, as guarantors, and (b) Endurance whereby each of Stanley, Stanley 2.0, and Stanley Intermediate agreed to absolutely and unconditionally, jointly and severally, guaranty to Endurance the obligations of Churchill as borrower pursuant to a Secured Promissory Note dated as of August 31, 2020 (as amended) by and between Endurance, as lender, and Churchill; and

15. Patent Security Agreement dated August 31, 2020 between Stanley and Endurance under which Stanley granted to Endurance a first priority security interest in, among other things, all of Stanley's right, title, and interest in and to Stanley's patents, patent applications, inventions, and designs, whether foreign or domestic and whether registered or unregistered.

B. Pursuant to the Loan Agreements, among other things, the Lender was granted a first priority continuing security interest in all assets of the Debtors (the "Collateral"). Without limiting the generality of the foregoing, the Collateral includes all the assets of the Debtors listed on the attached **Exhibit A**.

C. On April 9, 2020 and September 22, 2020, the Lender perfected its security interest in the Collateral by filing UCC-1 financing statements with the Delaware Secretary of State, bearing filing numbers 20207420811, 20207420876, 20202704543, 20207420586, and 202074207284. There is no intercreditor or other agreement among the Lender and the Other Secured Parties (as defined below) which establishes a priority of the security interests of any of the Other Secured Parties in the Collateral over the security interests of Lender.

D. On February 1, 2021, the Lender sent a Notice of Default (the "Notice of Default") to the Debtors, due to the Debtor's defaults under the terms of the Loan Agreements. The Lender reserved all of its rights and remedies, including those pursuant to the UCC.

E. On April 9, 2021, the Lender delivered by FedEx overnight delivery a Notice of Disposition of Collateral (the "Notice of Sale") to the Debtors' creditors (the "Other Secured Parties") listed in the Affidavit of Service of the Notice of Sale in accordance with Section 9-611 of the UCC. By the Notice of Sale, the Lender informed the Other Secured Parties that the Lender would conduct a foreclosure sale for the Collateral pursuant to Article 9 of the UCC (the "Foreclosure Sale"). On April 16, 2021, the Lender delivered by FedEx overnight delivery the Notice of Sale to the Debtors as listed in the Affidavit of Service of the Notice of Sale in accordance with Section 9-611 of the UCC. By the Notice of Sale, the Lender informed the Debtors that the Lender would conduct the Foreclosure Sale. On April 26, 2021, the Lender delivered by FedEx overnight delivery a Final Notice of Disposition of Collateral (the "Final Notice") setting a Foreclosure Sale date of May 5, 2021 at 11:00 a.m. to the Debtors and the Other Secured Parties listed in the Affidavit of Service of the Final Notice. The Final Notice was also published in the New York Times, National Edition on April 29, 2021 and in The Wall Street Journal, National Edition on April 30, 2021.

F. On May 5, 2021, Lender's counsel, SilvermanAcampora LLP, conducted the Foreclosure Sale. Present at the Foreclosure Sale was Lender's counsel and the Lender, via Zoom.

G. At the Foreclosure Sale, the Lender submitted a winning bid (the "Winning Bid") in the form of a credit bid in the amount of Two Million and 00/100 (\$2,000,000) Dollars (the "Cash Consideration") for all of the assets of the Debtors, as outlined in **Exhibit A** annexed hereto.

H. All of the statements contained in these Recitals are an integral part of this Bill of Sale and are being relied upon by the Lender, the Debtors and the Other Secured Parties.

NOW THEREFORE, in furtherance of the Cash Consideration provided by the Lender, all of the right, title and interest, legal and equitable, in and to all of the Collateral, including, without limitation, (i) all of the rights and privileges under or otherwise in respect of any contracts, commitments and other agreements which are part of the Collateral and (ii) the property described in the annexed Exhibit A, is set over to, and vested in the Lender, its successors and assigns,

IN WITNESS WHEREOF, the Lender has caused this Bill of Sale to be duly executed and delivered as of May 5, 2021.

ENDURANCE CAPITAL VIETNAM LIMITED

By: 

CHRISTOPHER ARINWALE
DIRECTOR

EXHIBIT A

DESCRIPTION OF COLLATERAL

Debtors: Stanley Furniture Company, LLC, Stanley Furniture Company 2.0, LLC
and Stanley Furniture Intermediate Holdings LLC

Secured Party: Endurance Capital Vietnam I Limited

All of the following assets, whether now in existence or hereafter created or acquired and wheresoever situated, as well as the cash and non-cash proceeds thereof, including, without limitation, insurance proceeds (all such property being hereinafter collectively referred to as the "Collateral"):

(a) All of Debtors' accounts, deposit accounts, documents, choses-in-action, rights to payment, contracts, contract rights, licenses, license rights, leases, lease rights, instruments, chattel paper (including tangible and electronic chattel paper), investment property, securities, securities entitlements, stock, and letter-of-credit rights;

(b) All of Debtors' goods, including inventory (which includes raw materials, work-in-process and finished goods and all materials used or consumed in the manufacture, processing, advertising, packaging or shipping of inventory), equipment (which includes all machinery, equipment, fixtures, furnishings, furniture and motor vehicles, and any and all replacements, additions, accessions, and substitutions thereof or thereto), and fixtures;

(c) All of Debtors' general intangibles, payment intangibles, and software, including, without limitation, all patents, trademarks, copyrights, trade names, service marks, licenses and license agreements, other intellectual property, and tax refund claims;

(d) All of Debtors' supporting obligations and monies, whether or not in the possession or under the control of Secured Party:

(e) All accessions to, substitutions for, and all replacements, products, and cash and non-cash proceeds of the foregoing, including proceeds of and unearned premiums with respect to insurance policies, and claims against any person or entity for loss, damage or destruction of any Collateral;

(f) All of Debtors' books and records (including customer lists, files, correspondence, tapes, computer programs, print-outs and computer records) pertaining to any of the foregoing; and

(g) All of Debtors' commercial tort claims.

Addendum to Bill of Sale

In furtherance of its Winning Bid at the Foreclosure Sale, Lender formed Stanley Asset Holding Limited for the purpose of taking title to the Collateral. Lender is the 100% owner/shareholder of Stanley Asset Holding Limited, which was formed in the Territory of the British Virgin Islands pursuant to the BVI Business Companies Act of 2004 and has an address of: Coastal Building, Wickham's Cay II, PO Box 2221, Road Town, Tortola, British Virgin Islands.