

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465408

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Churchill Downs LLC		03/02/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	North Mill Capital LLC		
Street Address:	821 Alexander Road, Suite 103		
City:	Princeton		
State/Country:	NEW JERSEY		
Postal Code:	08540		
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:			
<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:	336-478-1138		
Email:	srh@crlaw.com		
Correspondent Name:	Susie Hayes		
Address Line 1:	235 N. Edgeworth Street		
Address Line 4:	Greensboro, NORTH CAROLINA 27401		
NAME OF SUBMITTER:	Susie Hayes		
SIGNATURE:	/Susie Hayes/		
DATE SIGNED:	03/13/2018		

OP \$190.00 4134394

Total Attachments: 9

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COLLATERAL ASSIGNMENT
(Security Agreement)

WHEREAS, CHURCHILL DOWNS LLC, a Delaware limited liability company ("**Assignor**"), located and doing business at 200 N Hamilton St, High Point, NC 27260, is the owner of certain patents and trademarks some of which are registered in the United States Patent and Trademark Office.

WHEREAS, NORTH MILL CAPITAL LLC, a Delaware limited liability company ("**Assignee**"), located and doing business 821 Alexander Road, Suite 103, Princeton, New Jersey 08540, has extended and may hereafter extend credit to Assignor, and Assignor has executed and delivered to Assignee a certain Revolving Credit Master Promissory Note dated March 2nd, 2018 (as amended, modified, supplemented, substituted, extended or renewed from time to time, the "**Note**") evidencing the present and future advances of credit by Assignee to Assignor and Assignor may in the future execute and deliver to Assignee other notes evidencing the advances of credit by Assignee to Assignor, and

WHEREAS, Assignor has executed and delivered to Assignee a certain Loan and Security Agreement dated as of January 18, 2018 (as amended, modified, supplemented, substituted, extended or renewed from time to time, the "**Loan Agreement**"), pursuant to which Assignor grants to Assignee a security interest in substantially all assets of Assignor to secure all of Assignor's Obligations (as defined in the Loan Agreement) to Assignee and Assignor may hereafter execute and deliver to Assignee other similar security agreements; and

WHEREAS, in order to further secure Assignor's present and future Obligations (as defined in the Loan Agreement) to the Assignee, Assignor wishes to grant to Assignee a security interest in the Collateral and the goodwill and certain other assets with respect to the Collateral, all as defined below.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor, as additional security for the full payment and performance of the Obligations, and to further evidence the security interest granted to the Assignee pursuant to the Loan Agreement, hereby assigns, sells, transfers, and conveys to Assignee and grants to Assignee a security interest in all of Assignor's right, title and interest in:

With respect to the Patents.

(a) all patents and patent applications, domestic or foreign (the "**Patents**"), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patent and patent applications described in Exhibit A attached hereto), all future patents, registrations and applications for the protection of inventions and designs hereafter acquired by, granted to, or filed by Assignor which are based upon, derived from or are variations of any invention or designs disclosed in the Patents, all rights to sue for past, present or future infringement thereof, all rights pertaining thereto, and all reissues, divisions, continuations, renewals, extensions and continuation-in-part thereof,

(b) all general intangibles and all intangible intellectual or other similar property of Assignor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(c) all proceeds of any or all of the foregoing Collateral (including license royalties, rights to payments, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Assignee is the loss payee thereof) or any indemnity warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral,

With respect to the Trademarks:

(d) all state (including common law), federal and foreign trademarks, service marks and tradenames, and application registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of

use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark) (the "Trademarks"), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications described in Exhibit A-1 attached hereto), whether registered or unregistered and whether registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof,

(e) all right of action, claims for damages, profits and costs, all other demands for any sum or sums of money whatsoever which it has or may have either at law or in equity, against any and all persons, firms, corporations and associations by reason of claims of infringement upon, or unconsented use of, said Patents and Trademarks,

(f) the entire goodwill of or associated with the business now or hereafter conducted by Assignor connected with and symbolized by any of the aforementioned properties and assets,

(g) all general intangibles and all intangible intellectual or other similar property of Assignor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above,

(h) all proceeds of any or all of the foregoing Collateral (including license royalties, rights to payments, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Assignee is the loss payee thereof) or any indemnity warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral

All of the foregoing items set forth in clauses (a) through (h) are hereinafter referred to collectively as the "Collateral."

AND Assignor and Assignee agree as follows

1 Representations and Warranties Assignor represents and warrants to Assignee as follows

(a) A true and correct listing of all of the existing Collateral consisting of U S patents and patent applications or registrations owned by Assignor, in whole or in part, is set forth in **Exhibit A**

(b) A true and correct listing of all of the existing Collateral consisting of U S trademarks, service marks, trade names, and all trademark, service mark and trade name applications owned by Assignor, in whole or in part, is set forth in **Exhibit A-1**

2 Assignor's Obligations Assignor agrees that, notwithstanding this Assignment, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto Assignee shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Assignment or any payment received by Assignee relating to Collateral, nor shall Assignee be required to perform any covenant, duty, or obligation or Assignor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement

Assignor shall have the obligation to maintain, preserve or renew the Patents and Trademarks, and take any action to prohibit the infringements or unauthorized use of same by any third party Assignee shall have no obligation to maintain, preserve or renew the Patents and Trademarks, nor to take any action to prohibit the infringements or unauthorized use of same by any third party

3 Use Prior to Default Unless and until an Event of Default under, and as defined in or under the Loan Agreement, or under any future note in favor of Assignee, shall occur and be continuing, Assignor shall retain

the legal and equitable title to the Patents and Trademarks and shall have the right to use the Collateral and make, and use the inventions disclosed and claimed in the Patents in the ordinary course of its business, subject to the terms and covenants of the Loan Agreement, and this Assignment

4 Remedies Upon Default Whenever any Event of Default under and defined in the Loan Agreement or under any future note evidencing the Obligations, shall occur, Assignor's rights pursuant to Section 2 hereof shall terminate and be null and void, and Assignee shall have all the rights and remedies granted to it in such event by the Loan Agreement or security agreements, which rights and remedies are specifically incorporated herein by reference and made a part hereof. Assignee in such event may collect directly any payments due to Assignor in respect of the Collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Loan Agreement or in any security agreement by Assignor in favor of Assignee. Assignor agrees that, in the event of any disposition of the Collateral upon any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Patents and Trademarks. In the event Assignor fails or refuses to execute and deliver such documents, Assignor hereby irrevocably appoints Assignee as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Assignor's behalf. For the purpose of enabling Assignee to exercise rights and remedies upon any such Event of Default, Assignee hereby grants to Assignee an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Assignor) to use, assign, license, or sub-license any of the Collateral, now owned or hereafter acquired by Assignor, and wherever the same may be located.

5 Cumulative Remedies This Assignment has been entered into in conjunction with the security interest granted to Assignee under the Loan Agreement. The rights and remedies provide herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Loan Agreement or any other agreement or instrument delivered in connection therewith.

6 Amendments and Waivers This Assignment may not be modified, supplemented or amended, or any of its provisions waived at the request of Assignor, without the prior written consent of Assignee.

7 Reassignment At such time as Assignor shall completely satisfy all of the Obligations, Assignee will, at Assignor's request, execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest Assignor full title to the Collateral, subject to disposition thereof which may have been made by Assignee pursuant hereto.

8 Severability If any clause or provision of this Assignment shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, and shall not in any manner affect any other clause or provision in any jurisdiction.

9 Notices All notices, requests and demands to or upon Assignor or Assignee under this assignment shall be given in the manner prescribed in the Loan Agreement.

10 Governing Law This Assignment shall be governed by, construed, applied and enforced in accordance with the substantive laws of the State of New Jersey and the United States of America as applicable.

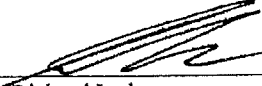
[signatures on next page]

IN WITNESS WHEREOF, the parties have entered into this Collateral Assignment on this 2nd day of March, 2018.

WITNESS/ATTEST

By: 

CHURCHILL DOWNS LLC

By: 
Name: Richard Ledger
Title: Chief Executive Officer

NORTH MILL CAPITAL LLC

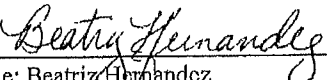
By: 
Name: Beatriz Hernandez
Title: Executive Vice President

Exhibit A - 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
29/213,089	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

Patent Applications - None

Exhibit A-1 – Trademarks

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

Trademark Applications - None

STATE OF NC :
COUNTY OF Guilford : SS.

Before me this 28th day of February, 2018, personally appeared Richard Ledger, to me personally known, and acknowledged to me that he is the Chief Executive Officer of Churchill Downs LLC and acknowledged the foregoing instrument to be the free act and deed of said Chief Executive Officer .

My Commission Expires: 9-6-18

Susan R Hayes
Notary Public

SUSAN R. HAYES
Notary Public
Davidson County, NC

STATE OF NEW JERSEY
: SS.
COUNTY OF MERCER

Before me this 2nd day of MARCH, 2018 personally appeared BEATRIZ HERNANDEZ, to
me personally known, and acknowledged to me that s/he is EVP of North Mill Capital LLC and
acknowledged the foregoing instrument to be the free act and deed of said EVP.

Yvette Beard

