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To the Honorable Commissioner of Patents and Trademarks

the attached original documents or copy thereof.

1. Name of conveying party(ies):

The Williamsburg Companies, Inc.

MD
10-1-99

- Individual(s)
 - General Partnership
 - Corporation-State
 - Other
 - Association
 - Limited Partnership
- Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: ABN AMRO Bank N.V., as Collateral Agent
Internal Address: Suite 1700

Street Address: 3 Riverway

City: Houston State: TX Zip: 77056

- Individual(s) citizenship
- Association a Netherlands banking association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
(Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: August 12, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Please see attached Schedule 1

B. Trademark registration No.(s)

Please see attached Schedule 1

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Heather L. Burns

Internal Address: _____

Street Address: South Tower Pennzoil Place

711 Louisiana St., Suite 2900

City: Houston State: TX Zip: 77002-2781

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41):\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

51-025-9

(Attach duplicate copy of this page if paying by deposit account)

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DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Judy K
Name of Person Signing

[Signature]
Signature

August, 1999

Date

Total number of pages comprising cover sheet: _____

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TRADEMARK

REEL: 002013 FRAME: 0461

Schedule 2.02(d)

THE YORK GROUP, INC.

INTELLECTUAL PROPERTY SCHEDULE

TRADEMARKS & TRADEMARK APPLICATIONS

MARK	SERIAL NO. FILING DATE REG. NO. REG. DATE	RECORDED OWNER	GOODS/SERVICES AND CLASS
ROYAL LINK MEMORIALS®	72/351.149 2/11/70 908,761 2/23/71	The Williamsburg Companies	

TRADEMARK AND PATENT SECURITY AGREEMENT

This Trademark and Patent Security Agreement dated as of August 12, 1999 ("Trademark and Patent Security Agreement") is made by The Williamsburg Companies, Inc., a West Virginia corporation ("Grantor"), having an address at 8554 Katy Freeway, Suite 200, Houston, Texas 77024, to ABN AMRO Bank N.V., a Netherlands chartered bank, as collateral agent (the "Secured Party") for the benefit of the Credit Parties (as defined below).

The Grantor owns the trademarks, trademark registrations, trademark applications, patents and patent applications, and is a party to the trademark and patent licenses listed on Schedule 1 annexed hereto and by this reference incorporated herein.

Pursuant to the terms of the Security Agreement dated as of August 12, 1999, (as the same may be amended and in effect from time to time, the "Security Agreement") of Grantor in favor of Secured Party for the benefit of the Secured Party, the Lenders, any Swap Counterparty, the Agent, and the Noteholders (as such terms may be defined in the Security Agreement, collectively referred to herein as the "Credit Parties"), Grantor has granted a security interest to Secured Party for its benefit and the ratable benefit of the Credit Parties in the Collateral, as such term is defined in the Security Agreement, including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patent applications, patents, trademark applications, trademarks, trademark registrations, trademark licenses, patent licenses and all products and proceeds thereof, set forth on Schedule 1 attached hereto, to secure the payment of all Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Secured Party for its benefit and the ratable benefit of the Credit Parties a security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (the "Trademark and Patent Collateral"):

- (1) trademarks, trademark registrations, trademark applications and trademark licenses, including, without limitation, the trademarks, trademark registrations (together with any reissues, continuations, or extensions thereof) and trademark applications, referred to in Schedule 1 annexed hereto; and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration, trademark application and trademark license;


- (2) each patent and all registrations and recordings thereof, and all patent applications patent licenses, including each patent listed on the attached Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, trademark registrations or patent referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred to in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license or any patent.

provided that in no event shall the term "Trademark and Patent Collateral" include any asset or property of Grantor which would be rendered void or voidable, or which if included in Trademark and Patent Collateral would violate, be prohibited by, or constitute a default under any agreement, contract, document or law relating thereto, would require any consent which has not been obtained, or would result in the incurrence or imposition of any penalty upon the Grantor or any of its Subsidiaries as a result of a grant of a security interest in such asset or property.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark and Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark and Patent Security Agreement to be duly executed by its officer duly authorized as of the date first above written.

THE WILLIAMSBURG COMPANIES, INC.

By: 
Name: David Beck
Title: Vice President