

04-05-2000

Form PTÖ-1594  
1-31-92



FR SHEET  
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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

OCT

101291290

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

The York Group, Inc.

*MRD*  
*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: \_\_\_\_\_

34

7. Total fee (37 CFR 3.41):.....\$ 865.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0259

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

10/05/1999 **BNHUYEN 00000035 75670998**

DO NOT USE THIS SPACE

01 FC:481  
02 FC:482

40.00 OP  
825.00 OP

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.

Name of Person Signing

Signature

August, 1999

Date

Total number of pages comprising cover sheet: 4

THE YORK GROUP, INC.INTELLECTUAL PROPERTY SCHEDULETRADEMARKS & TRADEMARK APPLICATIONS

MARK	SERIAL NO./ FILING DATE/ REG. NO./ REG. DATE	RECORDED OWNER	GOODS/SERVICES AND CLASS
GENERATIONS	75/670,998 03/30/99	The York Group, Inc.	Retail store for selling caskets and other death-care related Merchandise
GENERATIONS BY YORK	75/671,682 03/30/99	The York Group, Inc.	Retail store for selling caskets and other death-care related Merchandise
TRADITIONS	75/422,994 07/23/98	The York Group, Inc.	Cremation services; training and sales programs for funeral directors, distributors and customers related to cremation services; printed publications, namely brochures and training manuals for use in training and sales programs for funeral directors, distributors and customers related to cremation services; International Class 42
TRADITIONS (Canada)	885,147 07/23/98	The York Group, Inc.	Cremation services; training and sales programs for funeral directors, distributors and customers related to cremation services; printed publications, namely brochures and training manuals for use in training and sales programs for funeral directors, distributors and customers related to cremation services; International Class 42
TRADITIONS BY YORK	75/173,918 09/30/96	The York Group, Inc.	Funeral related merchandise, namely, caskets and funeral urns, International Class 20
TRIBUTES	75/643,496 02/18/99	The York Group, Inc.	Retail store for selling caskets and other death-care related Merchandise
TRIBUTES BY YORK	75/643,497 02/18/99	The York Group, Inc.	Retail store for selling caskets and other death-care related Merchandise
Y AND DESIGN	75/520,566 07/17/98	The York Group, Inc.	Consulting services relating to the selection of burial apparatus and related accessories, International Class 42

Schedule 2.02(d)

THE YORK GROUP, INC.

INTELLECTUAL PROPERTY SCHEDULE

TRADEMARKS & TRADEMARK APPLICATIONS

<u>MARK</u>	<u>SERIAL NO./ FILING DATE/ REG. NO./ REG. DATE</u>	<u>RECORDED OWNER</u>	<u>GOODS/SERVICES AND CLASS</u>
Y AND DESIGN (Canada)	1,001,716 01/11/99	The York Group, Inc.	Consulting services relating to the selection of burial apparatus and related accessories, International Class 42
Y AND DESIGN (Mexico)	360,403 01/18/99	The York Group, Inc.	Consulting services relating to the selection of burial apparatus and related accessories, International Class 42
Y AND DESIGN	75/520,934 07/17/98	The York Group, Inc.	Funeral related merchandise, namely, caskets, urns, burial vaults, and related accessories for use therewith, International Class 20
Y AND DESIGN (Canada)	1,001,717 01/11/99	The York Group, Inc.	Funeral related merchandise, namely, caskets, urns, burial vaults, and related accessories for use therewith, International Class 20
Y AND DESIGN (Mexico)	372,256 04/22/99	The York Group, Inc.	Funeral related merchandise, namely, caskets, urns, burial vaults, and related accessories for use therewith, International Class 20
YMS	75/521,019 07/17/98	The York Group, Inc.	Consulting services relating to the selection of burial apparatus and related accessories, International Class 42
YMS (Canada)	1,001,712 01/11/99	The York Group, Inc.	Consulting services relating to the selection of burial apparatus and related accessories, International Class 42
YMS (Mexico)	359,985 01/13/99	The York Group, Inc.	Consulting services relating to the selection of burial apparatus and related accessories, International Class 42
YORK	75/522,100 07/17/98	The York Group, Inc.	Funeral related merchandise, namely, caskets, urns, burial vaults, and related accessories for use therewith, International Class 20
YORK (Canada)	1,001,713 01/11/99	The York Group, Inc.	Funeral related merchandise, namely, caskets, urns, burial vaults, and related accessories for use therewith, International Class 20

THE YORK GROUP, INC.INTELLECTUAL PROPERTY SCHEDULETRADEMARKS & TRADEMARK APPLICATIONS

TRADEMARK	SERIAL NO. FILING DATE REG. NO. REG. DATE	RECORDED OWNER	GOODS/SERVICES AND CLASS
YORK (Mexico)	360,262 01/15/99	The York Group, Inc.	Funeral related merchandise, namely, caskets, urns, burial vaults, and related accessories for use therewith, International Class 20
YORK AND DESIGN (Canada)	1,001,719 01/11/99	The York Group, Inc.	Consulting services relating to the selection of burial apparatus and related accessories, International Class 42
YORK AND DESIGN (Mexico)	360,261 01/15/99	The York Group, Inc.	Consulting services relating to the selection of burial apparatus and related accessories, International Class 42
YORK AND DESIGN	75/516,979 07/10/98	The York Group, Inc.	Funeral related merchandise, namely, caskets, urns, burial vaults, and related accessories for use therewith, International Class 20
YORK AND DESIGN (Canada)	1,001,718 01/11/99	The York Group, Inc.	Funeral related merchandise, namely, caskets, urns, burial vaults, and related accessories for use therewith, International Class 20
YORK AND DESIGN (Mexico)	359,834 01/11/99	The York Group, Inc.	Funeral related merchandise, namely, caskets, urns, burial vaults, and related accessories for use therewith, International Class 20
THE YORK EXPRESSIONS®	75/200,903 11/20/96 2,163,430 06/09/98	The York Group, Inc.	Funeral related merchandise, namely, caskets and funeral urns, International Class 20
THE YORK GENERATIONS PRE-PAID PLAN®	75/098,444 05/03/96 2,046,061 03/18/97	The York Group, Inc.	Life insurance services rendered in connection with pre-paid funeral plans, International Class 36
YORK MERCHANDISING SYSTEM	75/516,993 07/10/98	The York Group, Inc.	Consulting services relating to the selection of burial apparatus and related accessories, International Class 42

Schedule 2.02(d)

THE YORK GROUP, INC.

INTELLECTUAL PROPERTY SCHEDULE

TRADEMARKS & TRADEMARK APPLICATIONS

<u>MARK</u>	<u>SERIAL NO. FILING DATE/ REG. NO./ REG. DATE</u>	<u>RECORDED OWNER</u>	<u>GOODS, SERVICES AND CLASS</u>
YORK MERCHANDISING SYSTEMS (Canada)	1,001,720 01/11/99	The York Group, Inc.	Consulting services relating to the selection of burial apparatus and related accessories, International Class 42
YORK MERCHANDISING SYSTEMS (Mexico)	359,612 01/08/99	The York Group, Inc.	Consulting services relating to the selection of burial apparatus and related accessories, International Class 42
YORK BRONZE		The York Group, Inc.	
CLARK WOOD PRODUCTS	Pennsylvania State Reg. #1,556,523	York Casket Company	
CLARK WOOD PRODUCTS	Pennsylvania State Reg. #1,517,172	York Casket Company	
IFP (INDEPENDENT FUNERAL PROFESSIONALS) & DESIGN	75/442,881 05/18/98	Independent Funeral Professionals	Application pending; The York Group, Inc. bought all rights to the mark in January, 1999.
INDEPENDENT FUNERAL PROFESSIONAL	75/486,602 05/18/98	Independent Funeral Professionals	Application pending; The York Group, Inc. bought all rights to the mark in January, 1999.

## 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 York Group, Inc., a Delaware 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 YORK GROUP, INC.

By:   
Name: David Beck  
Title: Vice President