

08-30-2000

FORM PTO-1594

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U.S. Department of Commerce

Patent and Trademark Office

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

101446925

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

1. Name of conveying party:

CFS Funeral Services, Inc.

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

3. Nature of conveyance:

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

Execution Date: May 24, 2000

Effective Date: August 19, 1999

2. Name and address of receiving party:

Name: Carriage Funeral Holdings, Inc.

Internal Address:

Street Address: 1300 Post Oak Boulevard, Suite 1500

City: Houston State: Texas Zip: 77056

Individual(s) citizenship _____
Association _____
General Partnership _____
Limited Partnership _____
 Corporation-State Delaware _____
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

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

A. Trademark Application No.(s):

B. Trademark Registration No.(s): 1,803,498

Additional numbers attached? Yes No

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

Name: William D. Raman

Internal Address: Thompson & Knight L.L.P.

Street Address: 1200 San Jacinto Center, 98 San Jacinto Blvd.

City: Austin State: Texas Zip: 78701-4081

6. Total number of applications and registrations involved: 1

7. Total fee (37 C.F.R. 3.41)----- \$ 40.00

[\$40 for 1st...\$25 each additional]

Enclosed

Authorized to be charged to deposit account if check insufficient or inadvertently omitted

8. Deposit account number: 20-0821/78631.00376/WDR

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

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.

William D. Raman
Name of Person Signing

William D. Raman
Signature

July 26, 2000
Date

Total number of pages including cover sheet, attachments and documents: 7

Mail documents to be recorded with required cover sheet information to:

BOX ASSIGNMENT

Commissioner of Patents and Trademarks
Washington, D.C. 20231

08/29/2000 NTHA11 00000251 1803498

01 FC:481

40.00 OP

CERTIFICATE OF MAILING
37 C.F.R 1.8

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail in an envelope addressed to: Box Assignment, Commissioner of Patents and Trademarks, Washington, D.C. 20231, on the date below:

July 26, 2000
Date

William D. Raman
William D. Raman

ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment (the "Assignment") is effective as of August 19, 1999, by and between CFS Funeral Services, Inc. ("Assignor"), a Delaware corporation having offices at 1300 Post Oak Blvd., Ste. 1500, Houston, Texas 77056; and Carriage Funeral Holdings, Inc. ("Assignee"), a Delaware corporation having offices at 1300 Post Oak Blvd, Suite 1500, Houston, Texas 77056. The Assignor and Assignee are collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, the Assignor is the owner of certain rights in a trademark, service mark and/or trade name, including, but not limited to, common law rights in these marks, as represented by the trademark and its associated registration and application described on Schedule A attached to and made a part of this Assignment ("Trademark"); and

WHEREAS, the Assignor desires to transfer the Trademark, including, without limitation, all domestic and foreign rights, registrations and applications related thereto, to the Assignee, as part of the business to which the Trademark pertains, and the Assignee desires to receive the Trademark;

NOW, THEREFORE, subject to the terms, conditions, covenants and provisions of this Assignment, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, agree as follows:

1. Transfer. Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, and Assignee does hereby accept, (i) all of Assignor's right, title and interest in, to and under the Trademark and its associated registrations and applications, both domestic and foreign, together with the goodwill of the business associated with and symbolized by the Trademark, and (ii) all causes of action, past, present, and future, for infringement, unfair competition or otherwise with respect to the Trademark.
2. Further Assurances. Assignor will, upon the written request of Assignee, its successors or assigns, execute all documents, prepared at the expense of Assignee, its successors or assigns, necessary or practicable in order to perfect Assignee's foreign and domestic title to any and all rights in the Trademark conveyed hereunder, including, but not limited to, recordal of this Assignment to reflect Assignee's ownership of the Trademark.
3. Consent to Registration and Authorization to Issue. To the extent Assignor is an individual, in such capacity Assignor hereby consents to registration of the Trademark assigned hereunder, and Assignor further authorizes and requests the United States Commissioner of Patents and Trademarks to issue any and all Registrations resulting from the Trademark to Assignee as owner of the entire interest in the Trademark.

4. Authority. Assignor hereby covenants that it has the full right to convey the entire interest herein assigned.
5. Trademark Rights. Assignor covenants that (i) it has not executed and will not execute any agreement in conflict herewith; (ii) it will not take any future action to challenge, erode or otherwise damage or jeopardize Assignee's rights in the Trademark granted herein; and (iii) it will not utilize the Trademark to compete against the Assignee, whether or not Assignee continues to use the Trademark or not.
6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas, without reference to the choice of law principles thereof.
7. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement, it being understood that the parties do not have to execute the same counterpart.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their duly authorized representatives as of the day and year first above written.

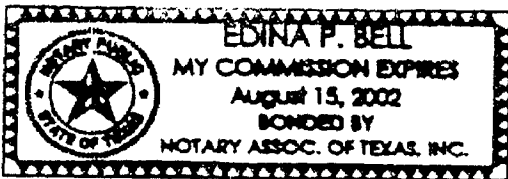
ASSIGNOR: CFS FUNERAL SERVICES, INC., a Delaware Corporation

By: *Thomas C. Livengood*
 Name: Thomas C. Livengood
 Title: Executive Vice President

STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

On this the 24 day of May, 2000, before me personally appeared Thomas C. Livengood, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of CFS Funeral Services, Inc., a Delaware corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24 day of May, 2000.



Edina P. Bell
 Notary Public in and for the State of Texas
 My Commission Expires: 8-15-2002

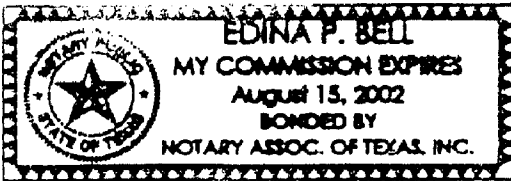
ASSIGNEE: CARRIAGE FUNERAL HOLDINGS, INC., a Delaware Corporation

By: T. C. Livengood
Name: Thomas C. Livengood
Title: Executive Vice President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this the 24 day of May, 2000, before me personally appeared Thomas C. Livengood, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of Carriage Funeral Holdings, Inc., a Delaware corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24 day of May, 2000.



Edina P. Bell
Notary Public in and for the State of Texas
My Commission Expires: 8-15-2002

SCHEDULE A

ASSIGNED TRADEMARK

Trademark/Service Mark

App./Reg. No. (if any)

LANE

1,803,498