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03-11-2002

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

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings



102008309

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

1. Name of conveying party(ies):

The Loewen Group, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other British Columbia Corporation
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: January 2, 2002

2. Name and address of receiving party(ies)

Name: Loewen Group International, Inc.

Internal Address: 2225 Sheppard Avenue East

Street Address: Same

City: Toronto, Ontario CANADA State: _____ Zip: M2J 5C2

- 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) 2045308, 2118661

Additional number(s) attached Yes No

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

Name: Robert P. Ducatman, Esq.

Internal Address: JONES, DAY, REAVIS & POGUE

North Point

901 Lakeside Avenue

Street Address: Same

City: Cleveland State: OH Zip: 44114

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

501432 (Ref. 704000625001)

RECEIVED
FEB 21 2002

DO NOT USE THIS SPACE

9. Signature.

03/08/2002 DBYRNE 00000110 501432 2045308

01 FC: 181
02 FC: 182
Suzanne Keston CH
Name of Person Signing

Suzanne Keston
Signature

February 15, 2002
Date

6

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002457 FRAME: 0550

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

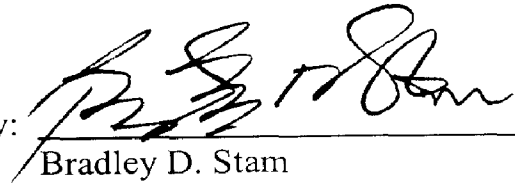
Commissioner of Trademarks
Washington, D.C. 22202-3513

DESIGNATION OF DOMESTIC REPRESENTATIVE

Jones, Day, Reavis & Pogue, whose postal address is North Point, 901 Lakeside Avenue, Cleveland, Ohio 44114, is hereby designated applicant's representative upon whom notice or process in proceedings affecting the mark may be served.

Alderwoods (Delaware) Inc.

By:



Bradley D. Stam
Senior Vice President
Law & Asset Management

Date: FEB. 12, 2002.

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "*Assignment*"), dated as of January 2, 2002, is by and between The Loewen Group Inc., a British Columbia corporation ("*Assignor*"), and Loewen Group International, Inc., a Delaware corporation ("*Assignee*").

WHEREAS, on June 1, 1999, Assignee, its parent corporation, Assignor, and certain of their subsidiaries commenced their respective reorganization cases by filing a voluntary petition for relief under chapter 11 of the United States Bankruptcy Code.

WHEREAS, on December 5, 2001, the United States Bankruptcy Court for the District of Delaware in Jointly Administered Case No. 99-1244 (PJW) entered an order (the "*Confirmation Order*") confirming the Fourth Amended Joint Plan of Reorganization of Loewen Group International, Inc., Its Parent Corporation and Certain of Their Debtor Subsidiaries, as modified (the "*Plan*"), and on December 7, 2001, the Ontario Superior Court of Justice entered an order recognizing the Confirmation Order and the Plan.

WHEREAS, the Plan provides that TLGI transfer to Assignor certain of its assets, including the trademark registrations set forth on Schedule A (collectively, the "*Trademarks*").

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

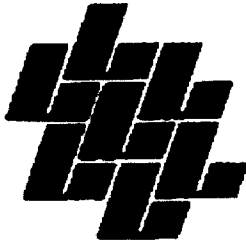
1. Assignment of Trademarks. Assignor hereby sells, assigns, transfers and delivers to Assignee, all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks.
2. Assignment of Certain Actions. Assignor hereby sells, assigns, transfers and sets over to Assignee, all claims for damages by reason of past infringement of the Trademarks and the right to sue for and collect the same for its own use and enjoyment.
3. Further Assurances. Assignor covenants and agrees that it will, whenever and as often as reasonably requested so to do by Assignee, execute, acknowledge and deliver such other instruments of conveyance and transfer and take such other action as may be necessary, appropriate or advisable more effectively to convey, transfer to, and vest in Assignee, and to put Assignee, in possession of the Trademarks.
4. Successors and Assigns. This Assignment will be binding upon Assignor and its successors and assigns and will inure to the benefit of Assignee and its successors and assigns.
5. Recording of Transfer. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, whose duty it is to record patent and trademark registrations, applications and title thereto, and any other regulatory

authority with similar duties in jurisdictions other than the United States, to record such Trademarks as the property of the Assignee, as applicable.

6. Power of Attorney. Assignor hereby makes, constitutes and appoints Assignee and any officer or agent thereof, with full power of substitution, as its true and lawful attorneys-in-fact, with full power and authority to act in Assignor's name or in their own names in Assignor's place and stead, to perform any and all acts which the same may deem necessary, appropriate or advisable to accomplish the purposes of this Assignment, including without limitation, executing and delivering such other instruments of conveyance and transfer and taking other action in accordance with Section 3 hereof. The power of attorney granted hereunder is coupled with an interest and is irrevocable.

[SIGNATURES ON NEXT PAGE]

SCHEDULE A

Mark	Country	Serial No. Date Filed	Reg. No. Date Issued
CELEBRATION OF LIFE	Canada	778,489 March 22, 1995	TMA 450371 Nov. 17, 1995
THE VISION	Canada	796,332 Nov. 2, 1995	TMA 475482 April 29, 1997
	Canada	883,953 July 9, 1998	524708 March 13, 2000
THE LOEWEN GROUP INC.	Canada	883,952 July 9, 1998	524713 March 13, 2000
CELEBRATION OF LIFE	United States	74/587,258 Oct. 18, 1994	2,045,308 March 18, 1997
CELEBRATION OF LIFE	United States	74/609,136 Dec. 9, 1994	2,118,661 Dec. 9, 1997