

03-15-2002

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings



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

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

1. Name of conveying party(ies):

Loewen Group International, Inc.

3.5.02

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware 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: Alderwoods (Delaware), 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; 2249368; 2402147; 2240648; 2088178

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

03/15/2002 AAHIED1 00000041 501432 2045308

01 FC 481 40.00 CH
02 FC 482 City: Cleveland State: OH Zip: 44114

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

501432 (Ref. 704000625001)

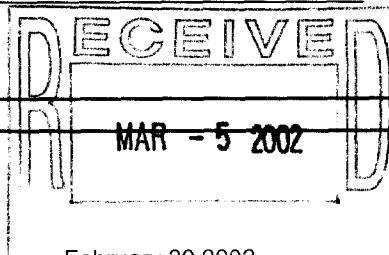
DO NOT USE THIS SPACE

9. Signature.

Suzanne Koston

Name of Person Signing

Signature



February 20 2002

Date

Total number of pages including cover sheet, attachments, and document: 6

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

TRADEMARK
REEL: 002461 FRAME: 0302

2045308

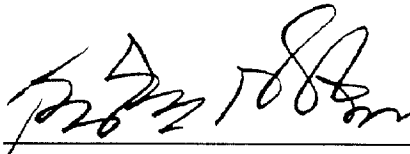
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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.

Loewen Group International, 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 Loewen Group International, Inc., a Delaware corporation ("*Assignor*"), and Alderwoods (Delaware), Inc., a Delaware corporation ("*Assignee*").

WHEREAS, on June 1, 1999, Assignor, its parent corporation, The Loewen Group Inc., a British Columbia corporation ("*TLGI*"), 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 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*").

WHEREAS, pursuant to the Plan, TLGI transferred to Assignor certain of its assets, including the trademark registrations set forth on **Schedule A**.

WHEREAS, the Plan provides for a series of transactions that will reduce the number of Assignor's direct or indirect subsidiaries within each state, which transactions will include, among others, mergers, consolidations, reorganizations, asset transfers and dissolutions (the "*Restructuring Transactions*").

WHEREAS, the Plan provides, as part of the Restructuring Transactions, that Assignor transfer to Assignee certain of its assets, including the trademark registrations set forth on **Schedule A** and **Schedule B** hereto (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:

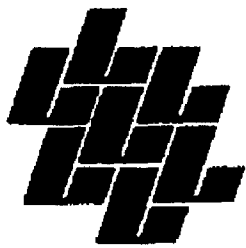
1. **Assignment of Trademarks.** Assignor hereby sells, assigns, transfers and delivers to Assignee, all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks.
2. **Assignment of Certain Actions.** Assignor hereby sells, 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.

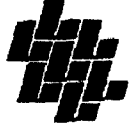
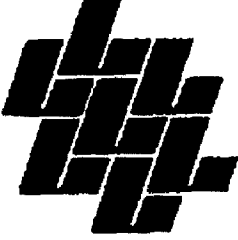
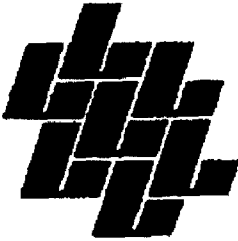
5. Recording of Transfer. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, whose duty it is to record patent and trademark registrations, applications and title thereto, and any other regulatory authority with similar duties in jurisdictions other than the United States, to record such Trademarks as the property of the Assignee, as applicable.

[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

SCHEDULE B

Mark	Country	Serial No. Date Filed	Reg. No. Date Issued
LOEWEN GROUP INTERNATIONAL INC.	United Kingdom	2169200 June 11, 1998	2169200 June 11, 1999
THE LOEWEN GROUP INC.	United Kingdom	2169201 June 11, 1998	2169201 June 11, 1999
 The Loewen Group	United Kingdom	2169202 June 11, 1998	2169202 June 11, 1999
	United Kingdom	2169203 June 11, 1998	2169203 June 11, 1999
THE LOEWEN GROUP INC.	United States	75/444,542 March 4, 1998	2,249,368 June 1, 1999
SENSIBLE ALTERNATIVES	United States	75/874,040 December 20, 1999	2,402,147 Nov. 7, 2000
	United States	75/444,541 March 4, 1998	2,240,648 April 20, 1999
THE VISION	United States	75/001,365 October 3, 1995	2,088,178 August 12, 1997