



## TRADEMARK ASSIGNMENT

This Trademark Assignment is issued by Cortrim Hardwood Parts Company, a Tennessee corporation ("Seller"), and Robert D. Spiegle, Jr., an individual ("Spiegle"), to CorTrim Acquisition Company, a Tennessee corporation ("Purchaser").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated February 14, 2003, by and among Seller, Spiegle and Purchaser (the "Purchase Agreement"), Seller and Spiegle have agreed to sell to Purchaser certain assets used in Seller's business, including all Intellectual Property (as such term is defined in the Purchase Agreement).

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, the Seller and Spiegle desire to assign and transfer to Purchaser certain common law and federally registered trademarks, including without limitation, those trademarks listed on Exhibit A hereto (the "Trademarks").

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Seller and Spiegle do hereby jointly and individually sell, convey, assign, transfer and set over unto Purchaser, and Purchaser does hereby accept, all of Seller's and/or Spiegle's rights, title and interest in and to the Trademarks, free and clear of all liens, security interests and encumbrances, together with all convention and treaty rights, in the United States and all other countries for all such subject matter, the same to be held and enjoyed by Purchaser, for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives, to the end of the term of which said Trademarks are granted or reissued, as fully and entirely as the same would have been held or enjoyed by Seller and Spiegle if this assignment had not been made; together with all files, including all claims for profits and damages by reason of past infringement of said Trademarks, with the right to sue for and collect the same for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives, and all goodwill associated therewith.
2. This Agreement may be filed and recorded as necessary to provide notice of the assignment in Section 1, including, but not limited to, recordation in the records of the United States Patent and Trademark Office.
3. Seller and Spiegle will, at any time and from time to time, upon request of Purchaser, conduct, execute, acknowledge, and deliver all such further acts and deeds, assignments, instruments of transfer or conveyance, registrations for assignments, powers of attorney and assurances as may be reasonably required for the assigning, assuring and confirming to Purchaser, or to its successors and assigns, or for aiding and assisting in collecting and reducing to possession, the Trademarks.
4. Capitalized terms not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

IN WITNESS WHEREOF, this Trademark Assignment is executed as of the 27<sup>th</sup> day of March, 2003.

**CORTRIM HARDWOOD PARTS COMPANY**

By: Robert D. Spiegler  
Title: PRESIDENT

Robert D. Spiegler, Jr.  
Robert D. Spiegler, Jr.

**EXHIBIT A**

**Trademarks**

<b>Mark</b>	<b>Registration Number</b>
Cotrim (slanted letter design)	538880
C. Stoler & Co., Inc. (oak leaf and letter design)	1528279
Sun Casket Company	N/A
Cotrim Hardwood Parts Company	N/A