11-05-2003

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

Tab settings

102592728

.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): 11.3.03

Alderwoods Group, Inc.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other

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

2. Name and Address of receiving party(ies)

Name: Bank of America, N.A.

Internal Address:

Street Address: 100 North Tyron Street

City: Charlotte State: NC Zip: 28255

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State:
☒ Other National Association

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 ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: September 29, 2003

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

A. Trademark Application No.(s)

76/333,668 76/333,667 76/315,003

B. Trademark Registration No.(s)

See Attached

Additional number(s) attached ☒ Yes ☐ No

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

Name: Intellectual Property Docketing

Internal Address: SHEARMAN & STERLING LLP

Street Address: 599 Lexington Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41)..... $ 365.00

☒ Enclosed
☒ Authorized to be charged to deposit account

8. If check is missing or otherwise insufficient, charge deposit account number:

50-0324

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

11/04/2003 DBYRNE 00000162 76333668
01 FC:8521 40.00 OP
02 FC:8522 325.00 OP

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.

Chad M. Yohn — Name of Person Signing
Signature
October 28, 2003 — Date

Total number of pages including cover sheet, attachments, and document: 18

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

NYDOCS04/387904.1

Continuation of Trademark Recordation Form Cover Sheet

Continuation of Box 1:

2. Name of conveying party(ies):

   Alderwoods (Partner), Inc. (f/k/a Loewen Group Inc.)

   ☐ Individual(s) ☐ Association
   ☐ General Partnership ☐ Limited Partnership
   ☒ Corporation-State

3. Name of conveying party(ies):

   Alderwoods (Delaware), Inc.

   ☐ Individual(s) ☐ Association
   ☐ General Partnership ☐ Limited Partnership
   ☒ Corporation-State

4. Name of conveying party(ies):

   Alderwoods (Tennessee), Inc.

   ☐ Individual(s) ☐ Association
   ☐ General Partnership ☐ Limited Partnership
   ☒ Corporation-State

Continuation of Box 4:

Registration Numbers

2,247,686	2,045,308	2,402,147	2,088,178	2,753,982	1,956,476
2,118,661	2,249,368	2,240,648	2,753,981	2,744,153	

NO ADDITIONAL PAGES

NYDOCS04/387904.1

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***IP Security Agreement***") dated September 29, 2003, is made by the Persons listed on the signature pages hereof (collectively, the "***Grantors***") in favor of Bank of America, N.A. ("***Bank of America***"), as collateral agent (the "***Collateral Agent***") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Alderwoods Group, Inc., a Delaware corporation, has entered into a Credit Agreement dated as of September 17, 2003 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"), with Bank of America, N.A., as Administrative Agent, Bank of America, as Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans and the issuance of Letters of Credit by the Lenders under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated September 29, 2003 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Security Agreement***").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "***Collateral***"):

(i) the patents and patent applications set forth on Schedule A hereto (the "***Patents***");

(ii) the trademark and service mark registrations and applications set forth on Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "***Trademarks***");

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(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth on Schedule C hereto (the "***Copyrights***");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

TRADEMARK
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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BORROWER:

ALDERWOODS GROUP, INC.

By: _____
Name: Kenneth Sloan
Title: Executive Vice President and Chief Financial Officer

LOAN PARTIES:

Each of the Loan Parties listed on Annex A hereto

By: _____
Name: Laurel Langford
Title: Responsible Officer of each of the entities listed on Annex A hereto

Each of the Loan Parties listed on Annex B hereto

By: _____
Name: Mary Guzman
Title: Responsible Officer of the entities listed on Annex B hereto

ALDERWOODS (ALABAMA), INC.

By: _____
Name: William Tottle
Title: Vice President

Address for Notices:

c/o Alderwoods Group, Inc.
2225 Sheppard Avenue E
Atria North III, 11th Floor
Toronto, Ontario
Canada M2J 5C2

Address for Notices:

3888 Workman Mill Road
Whittier, CA 90601

Address for Notices:

c/o Alderwoods Group, Inc.
2225 Sheppard Avenue E
Atria North III, 11th Floor
Toronto, Ontario
Canada M2J 5C2

TRADEMARK
REEL: 002856 FRAME: 0449

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BORROWER:

ALDERWOODS GROUP, INC.

By: _____
Name: Kenneth Sloan
Title: Executive Vice President and Chief Financial Officer

LOAN PARTIES:

Each of the Loan Parties listed on Annex A hereto

By: _____
Name: Laurel Langford
Title: Responsible Officer of each of the entities listed on Annex A hereto

Address for Notices:

c/o Alderwoods Group, Inc.
2225 Sheppard Avenue E
Atria North III, 11th Floor
Toronto, Ontario
Canada M2J 5C2

Each of the Loan Parties listed on Annex B hereto

By: _____
Name: Mary Guzman
Title: Responsible Officer of the entities listed on Annex B hereto

Address for Notices:

3888 Workman Mill Road
Whittier, CA 90601

ALDERWOODS (ALABAMA), INC.

By: _____
Name: William Tottle
Title: Vice President

Address for Notices:

c/o Alderwoods Group, Inc.
2225 Sheppard Avenue E
Atria North III, 11th Floor
Toronto, Ontario
Canada M2J 5C2

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Address for Notices:

c/o Alderwoods Group, Inc.
2225 Sheppard Avenue E
Atria North III, 11th Floor
Toronto, Ontario
Canada M2J 5C2

ALDERWOODS (DELAWARE), INC.

By: _____
Name: Kenneth Sloan
Title: Treasurer

Address for Notices:

c/o Alderwoods Group, Inc.
2225 Sheppard Avenue E
Atria North III, 11th Floor
Toronto, Ontario
Canada M2J 5C2

DOBA-HABY INSURANCE AGENCY, INC.

By: _____
Name: Ronald Collins
Title: Vice President

Address for Notices:

c/o Alderwoods Group, Inc.
2225 Sheppard Avenue E
Atria North III, 11th Floor
Toronto, Ontario
Canada M2J 5C2

ALDERWOODS (DELAWARE), INC.

By:_____
Name: Kenneth Sloan
Title: Treasurer

Address for Notices:

c/o Alderwoods Group, Inc.
2225 Sheppard Avenue E
Atria North III, 11th Floor
Toronto, Ontario
Canada M2J 5C2

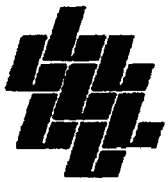
DOBA-HABY INSURANCE AGENCY, INC.

By:_____
Name: Ronald Collins
Title: Vice President

PATENTS

None.

U.S. TRADEMARKS

Grantor	Domain Name/Mark	Country	Serial No. Date Filed	Reg. No. Date Issued
Alderwoods (Partner), Inc. (f/k/a Loewen Group Inc.)	CELEBRATION SERIES	U.S.	75/460,312 April 1, 1998	2,247,686 May 25, 1999
Alderwoods (Delaware), Inc.	CELEBRATION OF LIFE	U.S.	74/609,136 December 9, 1994	2,118,661 December 9, 1997
Alderwoods (Delaware), Inc.	CELEBRATION OF LIFE	U.S.	74/587,258 October 18, 1994	2,045,308 March 18, 1997
*Alderwoods (Delaware), Inc.	THE LOEWEN GROUP INC.	U.S.	75/444,542 March 4, 1998	2,249,368 June 1, 1999
Alderwoods (Delaware), Inc.	SENSIBLE ALTERNATIVES	U.S.	75/874,040 Dec. 20, 1999	2,402,147 Nov. 7, 2000
*Alderwoods (Delaware), Inc.		U.S.	75/444,541 March 4, 1998	2,240,648 April 20, 1999
Alderwoods (Delaware), Inc.	THE VISION	U.S.	75/001,365 Oct. 3, 1995	2,088,178 Aug. 12, 1997
Alderwoods Group, Inc.	ALDERWOODS	U.S.	76/315,003 September 20, 2001	Pending
Alderwoods Group, Inc.	ALDERWOODS	U.S.	76/315,002 September 20, 2001	2,753,981 Aug. 19, 2003
Alderwoods Group, Inc.	ALDERWOODS	U.S.	76/315,004 September 20, 2001	2,753,982 Aug. 19, 2003
Alderwoods Group, Inc.	ALDERWOODS LOGO	U.S.	76/333,750 November 1, 2001	2,744,153 July 29, 2003
Alderwoods Group, Inc.	ALDERWOODS LOGO	U.S.	76/333,667 November 1, 2001	Pending

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Alderwoods Group, Inc.	ALDERWOODS LOGO	U.S.	76/333,668 November 1, 2001	Pending
Alderwoods (Tennessee), Inc.	MEMORIAL PARK FUNERAL HOMES & CEMETERIES LOGO	U.S.	74/658,137 April 10, 1995	1,956,476 February 13, 1996
Alderwoods (Louisiana), Inc. (f/k/a Loewen Louisiana Holdings, Inc.)	Westside/Leitz-Eagan Funeral Home	U.S.		58,000,991 August 27, 2001

COPYRIGHTS

Grantor	Title of Work	Country	Registration No.	Published	Registered
*Alderwoods (Delaware), Inc.	Rewarding careers take flight with the Loewen Group	U.S.	TX-4-348-032	May 10, 1996	August 12, 1996
Alderwoods (Delaware), Inc.	Your opportunity for growth	U.S.	TX-4-403-921	May 10, 1996	August 9, 1996

ANNEX A

ALABAMA
Advanced Planning (Alabama), Inc.

ALASKA
Alderwoods (Alaska), Inc.

ARIZONA
Alderwoods (Arizona), Inc.
Hatfield Funeral Home, Inc.
Phoenix Memorial Park Association

ARKANSAS
Alderwoods (Arkansas), Inc.

CALIFORNIA
Advance Funeral Insurance Services
Alderwoods (Texas), Inc.
Alderwoods Group (California), Inc.
Directors Succession Planning II, Inc.
Directors Succession Planning, Inc.
DSP General Partner II, Inc.
Earthman LP, Inc.
Universal Memorial Centers V, Inc.
Universal Memorial Centers VI, Inc.
Whitehurst-Lakewood Memorial Park and Funeral Service

COLORADO
Alderwoods (Colorado), Inc.

CONNECTICUT
Alderwoods (Connecticut), Inc.

DELAWARE
Administration Services, Inc.
Alderwoods (Commissioner), Inc.
Alderwoods (Mississippi), Inc.
American Burial and Cremation Centers, Inc.
H.P. Brandt Funeral Home, Inc.
Lienkaemper Chapels, Inc.
Osiris Holding Corporation

FLORIDA
Coral Ridge Funeral Home and Cemetery, Inc.

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Funeral Services Acquisition Group, Inc.
Garden Sanctuary Acquisition, Inc.
Kadek Enterprises of Florida, Inc.
Levitt Weinstein Memorial Chapels, Inc.
MHI Group, Inc.
Naples Memorial Gardens, Inc.
Osiris Holding of Florida, Inc.
Security Trust Plans, Inc.

GEORGIA
Advanced Planning of Georgia, Inc.
Alderwoods (Georgia), Inc.
Alderwoods (Georgia) Holdings, Inc.
Green Lawn Cemetery Corporation
Poteet Holdings, Inc.
Southeastern Funeral Homes, Inc.

IDAHO
Alderwoods (Idaho), Inc.

ILLINOIS
Alderwoods (Chicago Central), Inc.
Alderwoods (Chicago North), Inc.
Alderwoods (Chicago South), Inc.
Alderwoods (Illinois), Inc.
Chapel Hill Memorial Gardens & Funeral Home Ltd.
Chicago Cemetery Corporation
Elmwood Acquisition Corporation
Mount Auburn Memorial Park, Inc.
Pineview Memorial Park, Inc.
Ridgewood Cemetery Company, Inc.
Ruzich Funeral Home, Inc.
The Oak Woods Cemetery Association
Woodlawn Cemetery of Chicago, Inc.
Woodlawn Memorial Park, Inc.

INDIANA
Advance Planning of America, Inc.
Alderwoods (Indiana), Inc.
Ruzich Funeral Home, Inc.

IOWA
Alderwoods (Iowa), Inc.

KANSAS
Alderwoods (Kansas), Inc.

KENTUCKY
Alderwoods (Partner), Inc.
Alderwoods (Partner), Inc., as general partner of Alderwoods (Texas), L.P.

LOUISIANA
Alderwoods (Louisiana), Inc.

MARYLAND
Alderwoods (Maryland), Inc.

MASSACHUSETTS
Alderwoods (Massachusetts), Inc.

MICHIGAN
Alderwoods (Michigan), Inc.
AMG, Inc.
WMP, Inc.

MINNESOTA
Alderwoods (Minnesota), Inc.

MISSISSIPPI
Family Care, Inc.
Stephens Funeral Fund, Inc.

MISSOURI
Alderwoods (Missouri), Inc.

MONTANA
Alderwoods (Montana), Inc.

NEVADA
Alderwoods (Nevada), Inc.

NEW HAMPSHIRE
Robert Douglas Goundrey Funeral Home, Inc.
St. Laurent Funeral Home, Inc.
ZS Acquisition, Inc.

NEW MEXICO
Alderwoods (New Mexico), Inc.

NEW YORK
Alderwoods (New York), Inc.
Northeast Monument Company, Inc.

NORTH CAROLINA
Alderwoods (North Carolina), Inc.
Carothers Holding Company, Inc.
Lineberry Group Inc.
MFH, L.L.C.
Reeves, Inc.
Westminster Gardens, Inc.

OHIO
Alderwoods (Ohio) Cemetery Management, Inc.
Alderwoods (Ohio) Funeral Home, Inc.

OKLAHOMA
Alderwoods (Oklahoma), Inc.

OREGON
Alderwoods (Oregon), Inc.
The Portland Memorial, Inc.
Universal Memorial Centers I, Inc.
Universal Memorial Centers II, Inc.
Universal Memorial Centers III, Inc.

PENNSYLVANIA
Alderwoods (Pennsylvania), Inc.
Bright Undertaking Company
H. Samson, Inc.
Knee Funeral Home of Wilkinsburg, Inc.
Nineteen Thirty-Five Holdings, Inc.
Oak Woods Management Company

RHODE ISLAND
Alderwoods (Rhode Island), Inc.

SOUTH CAROLINA
Alderwoods (South Carolina), Inc.
Graceland Cemetery Development Co.

TENNESSEE
Alderwoods (Tennessee), Inc.
Eagle Financial Associates, Inc.

TEXAS
Alderwoods (Texas) Cemetery, Inc.
CHMP Holdings, Inc.

Del Rio Memorial Park, Inc.
DHFH Holdings, Inc.
DHNC Holdings, Inc.
Directors Cemetery (Texas), Inc.
DSP General Partner, Inc.
DSP General Partner, Inc., as general partner of Directors (Texas), L.P.
Earthman Cemetery Holdings, Inc.
Earthman Holdings, Inc.
EDSB Holdings, Inc.
HFCC Holdings, Inc.
HFJC Holdings, Inc.
HFSC Holdings, Inc.
Panola County Restland Memorial Park, Inc.
Pioneer Funeral Plans, Inc.
Travis Land Company
Tyler Memorial Funeral Home and Chapel, Inc.
Waco Memorial Park

VIRGINIA
Alderwoods (Virginia), Inc.

WASHINGTON
Alderwoods (Washington), Inc.
Evergreen Funeral Home and Cemetery, Inc.
Green Service Corporation
S&H Properties and Enterprises, Inc.
Vancouver Funeral Chapel, Inc.

WEST VIRGINIA
Alderwoods (West Virginia), Inc.

WISCONSIN
Alderwoods (Wisconsin), Inc.
Northern Land Company, Inc.

ANNEX B

CALIFORNIA
A.L. Cemetery
Colton Funeral Chapel, Inc.
Custer Christiansen Covina Mortuary, Inc.
Diamond Service Corporation
Glasband-Malinow-Weinstein Mortuary, Inc.
Glasband-Willen Mortuaries
Grove Colonial Mortuary, Inc.
Harbor Lawn Memorial Park, Inc.
Home of Peace Memorial Park and Mausoleum, Inc.
Neel Funeral Directors, Inc.
RH Mortuary Corporation
Richardson-Peterson Mortuary, Inc.
San Fernando Mortuary, Inc.
White Funeral Home, Inc.
Workman Mill Investment Company

DELAWARE
RH Cemetery Corp.
RH Satellite Properties Corp.
Rose Hills Company
Rose Hills Holdings Corp.

RECORDED: 11/03/2003
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