

10-22-2004

10-19c

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



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

102869013

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

1. Name of conveying party(ies): Marsellus Casket Company
Individual(s) Association
General Partnership Limited Partnership
[X] Corporation New York
Other
Additional name(s) of conveying party(ies) attached? Yes No [X]

2. Name and address of receiving party(ies)
Name: Batesville Services, Inc.
Internal
Address:
Street Address: One Batesville Boulevard
City Batesville State IN Zip 47006
Individual(s) citizenship
Association

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
[X] Other Nunc Pro Tunc assignment effective March 24, 2003
Execution Date: October 15, 2004

General Partnership
Limited Partnership
[X] Corporation Indiana
Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No [X]
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No [X]

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
Additional number(s) attached Yes No [X]

B. Trademark Registration No.(s) 2,353,493; 1,351,717; 2,526,090; 1,795,038; 1,279,868; 1,278,063; 1,907,375; 2,020,832; 1,428,402; 1,279,866; 1,332,211; 2,385,493; 1,279,867; 1,495,821; 1,278,062

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Louis K. Ebling, Esq.
Internal Address: Greenebaum Doll & McDonald PLLC
Street Address: 255 East Fifth Street 2800 Chemed Center
City Cincinnati State OH Zip 45202

6. Total number of applications and registrations involved: 15
7. Total fee (37 CFR 3.41) \$ 390.00
Enclosed
[X] Authorized to be charged to deposit account along with any deficiency in this fee
8. Deposit account number: 50-2904
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.
Louis K. Ebling, Esq. Signature Date 10/19/04
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document:

10/21/2004 ECMPER-0000003 502904 2353493

01 FC:8521 40.00 DA
02 FC:8522 350.00 DA

TRADEMARK REEL: 003065 FRAME: 0919

NUNC PRO TUNC TRADEMARK ASSIGNMENT

WHEREAS, Marsellus Casket Company, a New York corporation (“Assignor”), with an address at 101 Richmond Avenue, Syracuse, New York 13221 (“Assignor”), is the owner of all right, title, and interest in and to the trademarks identified in Exhibit A hereto (the “Trademarks”); and

WHEREAS, Batesville Services, Inc., an Indiana corporation, with its principal place of business at One Batesville Boulevard, Batesville, Indiana 47006 (“Assignee”) wishes to acquire all rights that Assignor has in and to the Trademarks and the registrations therefor, together with the good will of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, along with the right to recover for damages and profits for past infringements thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, transfer, set over, and deliver to Assignee, *nunc pro tunc* as of March 24, 2003:

- (i) all of Assignor’s right, title, and interest, in and to the Trademarks and the registrations therefor;
- (ii) the goodwill of the business symbolized by the Trademarks;
- (iii) all causes of actions, claims and demands, right to recover or other rights for, or arising from, any infringement, including past infringement, of such Trademarks and other items set forth on Exhibit A and
- (iv) all rights corresponding thereto throughout the world.

From time to time after the date hereof, at the request of either party hereto, and at the expense of the party so requesting, each of the parties hereto shall execute and deliver to such requesting party such documents and take such other action as such requesting party may reasonably request in order to consummate more effectively the transactions contemplated thereby.

Assignor also hereby authorizes and requests the issuing authority to issue any and all United States and foreign Trademarks as set forth herein to the Assignee; and

This Assignment shall be binding on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignee.

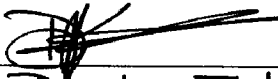
IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

MARSELLUS CASKET COMPANY

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

BATESVILLE SERVICES, INC.

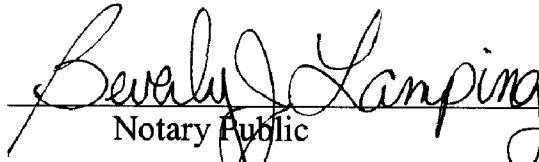
By: 
Name: Douglas I. Kunkel
Title: V P E C F O

STATE OF Indiana)
) SS
COUNTY OF Ripley)

The foregoing instrument was acknowledged before me this 15th day of October, 2004, by [name] Douglas I. Kunkel, {title} _____ of [company name] Batesville Services, Inc., Assignor, who is authorized to act on behalf of said corporation.

My commission expires 12-12-07.

(SEAL)


Notary Public
My County of Residence: Franklin

**EXHIBIT A
TRADEMARKS**

Trademark	Description	U.S. Serial No.	Filing Date	Registration No.	Issue Date	Status	Record Owner
THE AMERICANA	Burial caskets	75/649,308	03/01/99	2,353,493	05/30/00	Active	Marsellus Casket Company
THE CORINTHIAN	Burial caskets	73/521,018	02/06/85	1,351,717	7/30/85	Active	Marsellus Casket Company
THE FAIRFAX	Burial caskets	76/039,173	05/03/00	2,526,090	01/01/02	Active	Marsellus Casket Company
THE LEGACY	Burial caskets	74/356,946	02/08/93	1,795,038	09/28/93	Active	Marsellus Casket Company
THE LINCOLN	Burial caskets	73/395,371	09/30/82	1,279,868	05/29/84	Active	Marsellus Casket Company
M SINCE 1872 and Design	Burial caskets	73/395,365	09/30/82	1,278,063	05/15/84	Active	Marsellus Casket Company
MEMORIAL	Burial caskets	74/463,298	11/26/93	1,907,375	07/25/95	Active	Marsellus Casket Company
THE MISSION	Burial caskets	75/034,339	11/24/95	2,020,832	12/03/96	Active	Marsellus Casket Company
THE OLYMPIA	Burial caskets	73/483,655	06/04/84	1,428,402	02/10/87	Active	Marsellus Casket Company
THE PRESIDENT	Burial caskets	73/395,182	09/30/82	1,279,866	05/29/84	Active	Marsellus Casket Company
THE SARATOGA	Burial caskets	73/500,855	09/24/84	1,332,211	04/23/85	Active	Marsellus Casket Company
THE SAVANNAH	Burial caskets	75/804,299	09/22/99	2,385,493	09/12/00	Active	Marsellus Casket Company
THE SHEFFIELD	Burial caskets	73/395,368	09/30/82	1,279,867	05/29/84	Active	Marsellus Casket Company
THE SOMERSET	Burial caskets	73/690,532	10/16/87	1,495,821	07/12/88	Active	Marsellus Casket Company
THE WINDSOR	Burial caskets	73/395,340	09/30/82	1,278,062	05/15/84	Active	Marsellus Casket Company

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