

11-22-2004

FORM PTO-1594 (Substitute)

RECORD



U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

11-18-04

102886580

To the Director of the U.S. Patent and Trademark Office, please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Matthews International Corporation

Individual 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: Matthews Resources, Inc.
Address: 204 Weldin Building
3411 Silverside Road
City: Wilmington State: Delaware Zip: 19810

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: January 18, 2002

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Delaware

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 trademark registration number(s)

A. Trademark Application No(s).
B. Trademark Registration No(s).
1,863,987

Additional numbers attached? Yes No

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6)): \$ 40

Enclosed
 Authorized to be charged to deposit account _____
 Charge any deficiency to deposit account

8. Deposit account number:
18-0582

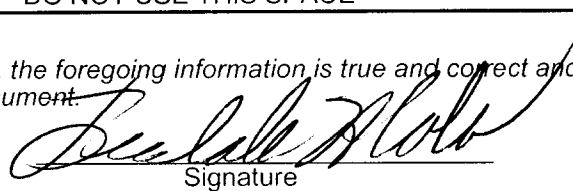
(Attach duplicate copy of this page if paying by deposit account)

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

Name: Frederick H. Colen
REED SMITH LLP
Address: P.O. Box 488
City: Pittsburgh State: PA Zip: 15230

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 and correct copy of the original document.

Frederick H. Colen  November 16, 2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 2

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office,
P.O. Box 1450, Alexandria, VA 22313-1450

11/22/2004 6TON11 00000019 1863987
01 FC:8521 40.00 OP

CONFIRMATION AND AMENDMENT OF CONTRIBUTION AND ASSIGNMENT

MATTHEWS INTERNATIONAL CORPORATION, a Pennsylvania corporation ("Assignor"), and MATTHEWS RESOURCES, INC., a Delaware corporation ("Assignee") hereby acknowledge, confirm and agree that all the trademarks and trade names, and all the good will associated therewith, and all the patents, inventions, licenses, know-how, trade secrets and other intellectual property formerly owned by All Crematory Corporation and assigned to Assignor pursuant to the June 21, 1996 Asset Purchase Agreement between Assignor, All Crematory Corporation and Superior Holding Corporation, including without limitation U.S. Trademark Registration Number 1,230,989 for the mark "ALL AND DESIGN", were assigned to Assignee pursuant to the June 1, 2000 Contribution and Assignment between Assignor and Assignee.

Assignor and Assignee also confirm and agree that all of the intellectual property that meets the definition of "Assigned Properties", as that term is used and defined in the June 1, 2000 Contribution and Assignment, of any wholly owned subsidiary of Assignor, including without limitation, Industrial Engineering and Equipment Company, Inc. ("IEEC"), Matthews International (Arkansas) Corporation, Granite Resources, Inc., Carolina Repro-Graphic, Inc., The SLN Group, Inc. and Matthews International Colorado, Inc., was assigned to Assignee pursuant to the June 1, 2000 Contribution and Assignment between Assignor and Assignee.

For good and valuable consideration, Assignor and Assignee also hereby agree, and agree to amend the June 1, 2000 Contribution and Assignment by this provision to include, that all intellectual property that meets the definition of "Assigned Properties", as that term is defined in the June 1, 2000 Contribution and Assignment, of the York Bronze Trade Company, now known as Matthews International (West Virginia) Corporation, and all good will associated with such intellectual property, effective as of May 24, 2001, was and is hereby by operation of this provision, assigned to Assignee by Assignor and on behalf of York Bronze Trade Company/Matthews International (West Virginia) Corporation, in accord with the terms of the June 1, 2000 Contribution and Assignment.

The parties, by mutual agreement, may, from time to time to further evidence the intellectual property transferred hereunder, without amending this agreement, amend Exhibit 1 hereto which provides a listing of some or all such intellectual property assigned to Assignee pursuant hereto and the June 1, 2000 Contribution and Assignment.

ACKNOWLEDGED AND AGREED this 18th day of January 2002 by:

MATTHEWS INTERNATIONAL CORPORATION,

a Pennsylvania corporation

By: David M Kelly
Name: DAVID M KELLY
Title: CEO

MATTHEWS RESOURCES, INC.,

a Delaware corporation

By: Edward J Boyle
Name: Edward J Boyle
Title: SECRETARY