

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rose Hills Company		03/16/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Alderwoods Group, Inc.		
Street Address:	311 Elm Street		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2860310	ON THAT ONE DAY...	
Registration Number:	2905997		
Registration Number:	2904500	A PLACE TO REMEMBER	
Registration Number:	2904499	ROSE HILLS	
Registration Number:	2365456	THE FAMILY PROTECTION PLAN	
CORRESPONDENCE DATA			
Fax Number:	(513)579-6457		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	513-579-6959		
Email:	trademarks@kmklaw.com		
Correspondent Name:	Patricia B. Hogan		
Address Line 1:	One East Fourth Street		
Address Line 2:	Suite 1400		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Patricia B. Hogan		

OP \$140.00 2860310

Signature:

/Patricia B. Hogan/

Date:

05/23/2005

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective as of this 16 day of March, 2005 ("Effective Date") from Rose Hills Co., a Delaware corporation located at 3888 South Workman Mill Road, Whittier, California 90608 ("Assignor") to Alderwoods Group, Inc., a Delaware corporation located at 311 Elm Street, Cincinnati, Ohio 45202 ("Assignee").

WHEREAS, Assignor has adopted, is using and is the exclusive owner of all right, title, and interest in and to certain trademarks; and

WHEREAS, Assignee wishes to acquire from Assignor the entirety of Assignor's right, title and interest in and to such trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, Assignor's entire right, title and interest in, to and under the following and the goodwill of the business symbolized thereby:

1. All of its trademarks, trade dress, trade names, service marks, service names and brand names, including without limitation the United States trademarks listed on Schedule A annexed hereto; the trademarks in which Assignor owns common law rights and the trade name; all of the above together with the goodwill of Assignor's business appertaining thereto and/or symbolized thereby (the entirety of the above, collectively hereinafter, "Trademarks");

2. Any and all other rights, privileges and priorities of Assignor provided under United States, state or foreign law with respect to the foregoing Trademarks, including without limitation common law rights, trade dress rights and rights under the laws of unfair competition ("Related Rights");

3. Any and all rights to contest, protest or sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademarks and Related Rights occurring prior to the Effective Date, including the right to receive all proceeds and damages therefrom; and

4. Any and all rights to obtain renewals of registration or other legal protections pertaining to the Trademarks and Related Rights.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Trademarks and Related Rights, and all renewals thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor shall, without further consideration, comply with a reasonable request by Assignee, at Assignee's expense, to execute promptly any additional documents and take promptly any further action necessary to protect, secure and vest good, valid and marketable title to the Trademarks and Related Rights in Assignee and to record this Assignment with all appropriate authorities.

This Assignment may be executed in any number of counterparts and all counterparts so executed shall together constitute one and the same agreement, binding on and enforceable against the parties hereto.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the 16 day of March, 2005.

By: L. Langford
Name: LAUREL LANGFORD
Title: ASST. SECRETARY

PROVINCE
State of ONTARIO)
COUNTRY : SS
County of CANADA)

On this 16th day of March, 2005, before me appeared LAUREL LANGFORD, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her own behalf (or on behalf of the identified corporation or other juristic entity with authority to do so).

Ann Elizabeth Watson
Signature of Notary Public

ANN ELIZABETH WATSON
A NOTARY PUBLIC IN AND FOR
THE PROVINCE OF ONTARIO

1415226.1

SCHEDULE A

MARK

ON THAT ONE DAY

Design (Rose)

A PLACE TO REMEMBER

ROSE HILLS

THE FAMILY PROTECTION PLAN

REGISTRATION NO.

U.S. Reg. No. 2860310

U.S. Reg. No. 2905997

U.S. Reg. No. 2904500

U.S. Reg. No. 2904499

U.S. Reg. No. 2365456

1415233.1