

12-13-2004

FORM PTO-1594 (Substitute)

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

102899816

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):
The York Group, Inc.

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: November 29, 2004

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).
2,163,430

Additional numbers attached? Yes No

Stamp: RECEIVED
 2004 DEC 7 7:47 AM
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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

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)

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 [Signature] December 7, 2004
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 11

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

12/10/2004 NBETACHE 00000060 2163430
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CONFIRMATION OF CONTRIBUTION AND ASSIGNMENT

THIS CONFIRMATION OF CONTRIBUTION AND ASSIGNMENT (this "Assignment"), effective as of December 3, 2001 is made and entered into by THE YORK GROUP, INC., a Delaware corporation ("Assignor"), to and for the benefit of MATTHEWS RESOURCES, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee desire to centralize management and administration of the intellectual property currently held by Assignor; to enable Assignor to more accurately assess the performance and value of its various operations apart from the value added by its intellectual property; to hold, manage, protect, defend and enhance the value of such intellectual property; to create an asset management company in the United States in order to analyze the performance of such valuable intellectual property; to isolate intellectual property ownership into a separate legal entity to provide efficiencies within the Assignor's current organizational structure; to align the Assignor's assets and personnel, intellectual property and financial resources in order to focus the organization on its long-term business strategy; to impose on the Assignor financial burdens similar to that of other competitors; to protect Assignor in the event of a hostile takeover attempt; to provide a centralized system to deal with the intellectual property on a worldwide basis; to avoid conflicts between maximizing the value of the intellectual property and operational strategies by segregating the management of intellectual property from Assignor's other operations; and to allow the future licensing of the intellectual property;

WHEREAS, for such good and valid business purposes, including those listed above, Assignor determined it would be in its best interests to transfer all the intellectual property of Assignor to a new wholly-owned subsidiary;

WHEREAS, both Assignor and Assignee are wholly-owned subsidiaries of Matthews International Corporation by virtue of the May 24, 2001 Merger Agreement by and among The York Group, Inc., Empire Merger Corp. and Matthews International Corporation, and as of the December 3, 2001 Certificate of Merger; and

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to legally bound hereby, Assignor does hereby absolutely and unconditionally assign, transfer, set over and deliver to Assignee all of Assignor's rights, titles and interests in and to the following (collectively, the "Assigned Properties"):

All the intellectual property currently owned by Assignor or that may herein after be invented, developed, acquired or procured by Assignor, including without limitation: all inventions, know-how and technology, whether patentable or not; all patents and patent

applications, including without limitation those listed or Exhibit A attached hereto and made a part hereto; all trade secrets and proprietary data; all intellectual property related agreements and licenses, and all intellectual property identified in those agreements and licenses; all trademarks, service marks and trade names and applications therefore, including without limitation those listed on Exhibit A attached hereto and made a part hereto, and all goodwill associated with such trademarks, service marks and trade names; and all copyright rights whether registered or not including without limitation those copyright registrations listed on Exhibit A attached hereto and made a part hereto; provided, however, that any such item shall not be assigned to the extent that such assignment would violate its terms and/or require consent by another party if such consent was not timely obtained by Assignor or is prohibited by law, except that if such consent or approval is obtained, such item shall be assigned as provided herein on the date such consent or approval is obtained;

TO HAVE AND TO HOLD unto Assignee and Assignee's successors and assigns forever.

AND Assignor further agrees with Assignee as follows:

1. The person executing this Assignment has the authority to execute and deliver this Assignment. This Assignment constitutes the legal, valid and binding obligation of Assignor, enforceable in accordance with its terms. Assignor is the true and lawful owner of each of the Assigned Properties and will warrant and defend the title of said Assigned Properties against the lawful claims and demands of every kind or type of all persons whomsoever.

2. Exhibit A may be amended in writing to reflect any additional properties or rights that were transferred by operation of this Assignment or that will be transferred by operation of this Agreement in the future as such properties and rights are developed, invented, acquired or procured.

3. The provisions of this Assignment are intended to be severable. If any provision of this Assignment shall be held invalid or unenforceable, in whole or in part, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of any other provision of this Assignment.

4. This Assignment shall be governed by the laws of the State of Delaware, without regard to conflict of laws rules.

5. Nothing herein contained shall be deemed to limit or restrict the properties, assets or rights conveyed, assigned or transferred to or acquired by Assignee from Assignor under or by virtue of any other conveyance.

ACKNOWLEDGED AND AGREED this 29th day of November, 2004.


THE YORK GROUP, INC., a Delaware corporation

By 

Name: David F. Beck

Title: Vice President

MATTHEWS RESOURCES, INC., a Delaware Corporation

By 

Name: STEVEN F. NICOLA

Title: VICE PRESIDENT, SECRETARY

ATTACHMENT 1

U.S. Trademark/Service Mark Registrations and Pending Applications

<u>Mark</u>	<u>Application or Registration No.</u>	<u>Filing Date or Registration Date</u>
GENERATIONS	75/670,998	03/30/99
MEMORY HEARTS	2,767,307	09/23/03
THE PATRIOT	1,623,709	11/20/90
THE YORK EXPRESSIONS	2,163,430	06/09/98
TRADITIONS	2,327,741	03/14/00
Y and DESIGN	2,276,035	09/07/99
Y and DESIGN	2,619,233	09/17/02
Y AND YORK and DESIGN	2,596,498	07/23/02
Y AND YORK and DESIGN	2,276,041	09/07/99
YMS	2,351,288	05/23/00
YORK	2,596,499	07/23/02
YORK MERCHANDISING SYSTEM	2,409,814	12/05/00

Foreign Trademark/Service Mark Registrations and Pending Applications

<u>Mark</u>	<u>Country</u>	<u>Application No. or Registration No.</u>	<u>Filing Date or Registration Date</u>
CREMATION TRADITIONS	Canada	537920	11/29/00
GENERATIONS	Canada	1018927	06/14/99
	Canada	1122167	11/14/01
	Mexico	628964	10/18/99
GENERATIONS BY YORK	Mexico	629549	10/26/99
MEMORY HEARTS	Canada	1086684	12/15/00
	Mexico	729738	01/15/02
TRADITIONS	Canada	TMA541062	02/12/01
Y and DESIGN	Mexico	608236	04/30/99
Y and DESIGN	Mexico	614157	06/18/99
Y AND YORK and DESIGN	Mexico	359834	01/11/99
Y AND YORK and DESIGN	Mexico	651101	04/26/00
YMS	Canada	TMA557133	01/30/02
	Mexico	607734	04/29/99
YORK MERCHANDISING SYSTEMS	Canada	TMA557132	01/30/02
	Mexico	607730	04/29/99

U.S. Patents and Pending Applications

<u>Invention</u>	<u>Application Serial No. or Patent No.</u>	<u>Application Filing Date Or Patent Issue Date</u>
Modular Walls For Death Care Merchandise Display Unit	6,269,526	08/07/01
Casket Display System	5,901,863	05/11/99
Casket Display System	6,257,423	07/10/01
Death Care Merchandise Display Unit	5,901,862	05/11/99
Death Care Merchandise Display Unit	6,161,705	12/19/00
Death Care Merchandise Display Unit	6,343,701	02/05/02
Death Care Merchandise Display Unit	5,960,966	10/05/99
Partial Casket and View Display Unit Design	D399,880	10/20/98
Bier for Casket Display	D413,703	09/07/99
Casket Display	D398,654	09/22/98
Combined Death Care Merchandise Cornice and Display Unit	D407,180	03/23/99
Casket Display	D398,027	09/08/98
Slat Wall Memorial Display Unit	D420,838	02/22/00
Slat Wall Memorial Display Unit	D468,560	01/14/03
Slat Wall Memorial Display Unit	D438,030	02/27/01
Slat Wall Memorial Display Unit	D440,796	04/24/01
Casket Display	D398,026	09/08/98
Death Care Merchandise Display Unit	D426,404	06/13/00
Death Care Merchandise Display Unit	D439,445	03/27/01
Death Care Merchandise Display Unit	D464,498	10/22/02
Death Care Merchandise Display Unit	D451,309	12/04/01

<u>Invention</u>	<u>Application Serial No. or Patent No.</u>	<u>Application Filing Date Or Patent Issue Date</u>
Memorial Death Care Merchandise Display Unit and Method for Displaying Death Care Merchandise	6,070,741	06/06/02
Memorial Death Care Merchandise Display Unit and Method for Displaying Death Care Merchandise	6,145,672	11/14/00
Death Care Merchandise Display Unit	6,105,793	08/22/00
Slat Wall Death Care Merchandise Display Unit With a Category Delineator	D428,289	07/18/00
Slat Wall Death Care Merchandise Display Unit with Category Delineator	6,276,034	08/21/01
Casket With Urn Drawer	6,324,737	12/04/01
Death Care Merchandising System	09/698,474	10/30/00
Death Care Merchandising System	06/162,149	10/29/99
Death Care Merchandising System	6,467,637	10/22/02
Death Care Merchandising System	60/178,323	01/27/00
Integrated Display System for Death Care Merchandise	6,145,671	11/14/00
Bereavement Casket Having Image Receiving Surface	5,887,321	03/30/99

Foreign Patents and Pending Applications

<u>Invention</u>	<u>Country</u>	<u>Application No. or Patent No.</u>	<u>Application Filing Date or Patent Issue Date</u>
Modular Walls for Death Care Merchandise Display Unit	Mexico	206528	02/08/02
Casket Display System	Mexico	208061	05/31/02
Death Care Merchandise Display Unit	Canada	2227849	01/23/98
Death Care Merchandise Display Unit	Canada	2227850	01/23/98
Death Care Merchandise Display Unit	Mexico	205010	10/30/01
Death Care Merchandise Display Unit	Mexico	206528	02/08/02
Partial Casket and View Display Unit Design	Canada	86559	05/07/99
Partial Casket and View Display Unit Design	Mexico	10852	11/29/99
Casket Display Unit	Mexico	11459	06/06/00
Casket Display	Canada	86558	05/07/99
Casket Display	Mexico	10907	12/08/99
Death Care Merchandise Display Unit	Canada	92041	03/30/01
Death Care Merchandise Display Unit	Canada	92042	03/30/01
Death Care Merchandise Display Unit	Mexico	12532	06/13/01
Death Care Merchandise Display Unit	Mexico	13911	01/14/99
Memorial Death Care Merchandise Display Unit and Method for Displaying Death Care Merchandise	Mexico	216431	09/17/03

<u>Invention</u>	<u>County</u>	<u>Application No. or Patent No.</u>	<u>Application Filing Date or Patent Issue Date</u>
Death Care Merchandise Display Unit	Canada	2285874	10/15/99
Slat Wall Death Care Merchandise Display Unit With a Category Delineator	Canada	91995	03/30/01
Slat Wall Death Care Merchandise Display Unit With a Category Delineator	Mexico	12362	06/04/99
Slat Wall Death Care Merchandise Display Unit With Category Delineator	Canada	2289274	11/10/99
Casket With Urn Drawer	Canada	2316721	08/25/00
Casket With Urn Drawer	Mexico	00/09942	10/11/00
Death Care Merchandising System	Canada	2324822	10/30/00
Death Care Merchandising System	Mexico	00/10677	10/30/00
Death Care Merchandising System	Canada	2332691	01/26/01
Integrated Display System for Death Care Merchandise	Canada	2274378	06/14/99
Casket and Method of Manufacture	Canada	1213425	11/04/86
Corrugated Fiberboard Casket Lids	Canada	1208418	07/29/86

U.S. Copyrights

<u>Work</u>	<u>Registration No.</u>	<u>Registration Date</u>
TREE OF LIFE	VA70-125	12/22/80
TREE OF LIFE PROGRAM ENVELOPE	TX-660-721	12/22/80
YMS CORE STAINLESS STEEL/PRECIOUS METAL	VA 1-221-213	06/27/02
YMS CORE WOOD	VA 1-221-211	06/27/02
YMS STAINLESS STEEL/PRECIOUS METAL EXPANSION	VA 1-223-444	06/27/02
YMS WOOD EXPANSION	VA 1-221-212	06/27/02