

05-25-2005

FORM PTO-1594 (Substitute)

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

103009709

To the Director of the U.S. Patent and Trade

and the attached original documents or copy thereof.

5-23-05

1. Name of conveying party(ies):

The York Group, Inc.

- Individual
- General Partnership
- Corporation-State
- Other: _____
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other: _____
- Merger
- Change of Name

Execution Date: November 29, 2004

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

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

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).

2,351,288

Additional numbers attached? Yes No

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: _____

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
Name of Person Signing

Frederick H. Colen
Signature

May 18, 2005
Date

05/24/2005 DBYRNE 00000065 2351288

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Total number of pages including cover sheet, attachments, and document: 12
40.00 UP

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

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