TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Carriage Management, L.P.		04/27/2005	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	231 South LaSalle Street
Internal Address:	Attn: Agency Management
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60697
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2289779	WILLIAMSON & SONS
Registration Number:	2250825	STERLING

CH $65.00 2289779

CORRESPONDENCE DATA

Fax Number: (214)745-5390
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214.745.5400
Email: bgarrard@winstead.com
Correspondent Name: Winstead Sechrest & Minick
Address Line 1: P.O. Box 50784
Address Line 2: Attn: Beverly Garrard/Trademark Dept.
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	25690-692
NAME OF SUBMITTER:	Robert A. Voigt, Jr.

Signature:	/Robert A. Voigt, Jr./
Date:	10/13/2006

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 27, 2005, is made between CARRIAGE MANAGEMENT, L.P., a Texas limited partnership (the "Grantor"), and BANK OF AMERICA, N.A., as administrative agent (together with any successors) thereto in such capacity, the "Administrative Agent") for each of the Secured Lenders.

W I T N E S S E T H :

WHEREAS, pursuant to the Credit Agreement dated as of April 27, 2005 (such agreement, together with all amendments and restatements, the "Credit Agreement"), among Carriage Services, Inc., a Delaware corporation (the "Borrower"), the Lenders party thereto (each, individually, a "Lender", and collectively, the "Lenders"), Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer and Wells Fargo Bank, N.A., as Syndication Agent, the Lenders and the L/C Issuer have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor herein, the Administrative Agent and the other "Grantors" party thereto have executed and delivered a Security Agreement dated as of April 27, 2005 (such agreement, together with all amendments and restatements, the "Security Agreement");

WHEREAS, under the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations;

WHEREAS, the Grantor is a Subsidiary of the Borrower;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

WHEREAS, it is in the best interests of the Grantor to execute this Security Agreement inasmuch as the Grantor will derive substantial direct and indirect benefits from the Credit Extensions made from time to time to the Borrower by the Lenders pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Issuer to make Credit Extensions (including the initial Credit Extension) to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Secured Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement and the Credit Agreement.

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SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Lender, all right, title, and interest in and to all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark") referred to in Item A of Attachment 1 attached hereto, all registrations and recordings thereof, and all registration and recording applications filed with any Governmental Authority in connection therewith, and all extensions or renewals thereof;

(b) any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned or which otherwise has the right to license, or granting any right to use any Trademark now or hereafter owned by any third party, and all rights under any such agreement (all of the foregoing items in this clause (b) being collectively called a "Trademark License") referred to in Item B of Attachment 1 attached hereto;

(c) all goodwill associated therewith or symbolized by the items described in, clauses (a) and (b), all other assets, rights and interests that uniquely reflect or embody such goodwill,

(d) all rights to use and/or sell any of the items in clauses (a), (b) and (c),

(e) the portion of the business to which each Trademark pertains, and

(f) all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in the United States and any state thereof. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Lender under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon the occurrence of the Release Date, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

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SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CARRIAGE MANAGEMENT, L.P.

By: _____
Print Name: Joseph Saporito
Print Title: Executive Vice President and CFO

BANK OF AMERICA, N.A., as Administrative Agent

By: _____
Print Name: _____
Print Title: _____

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CARRIAGE MANAGEMENT, L.P.

By: _____
Print Name: _____
Print Title: _____

BANK OF AMERICA, N.A., as Administrative Agent

By: _____
Print Name: SUZANNE M. PAUL
Print Title: VICE PRESIDENT

Draft of 03 May 2005

ATTACHMENT 1
to Trademark
Security Agreement

Item A. Trademarks

Registered Trademarks

United States	Trademark	Registration No.	Registration Date
U.S.	Williamson & Sons	2,289,779	November 2, 1999
U.S.	Sterling	2,250,825	June 8, 1999

Pending Trademark Applications

United States	Trademark	Serial No.	Filing Date

Item B. Trademark Licenses

United States	Trademark	Licensor	Licensee	Effective Date	Expiration Date

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25690-692 10/26/2005