

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/02/1997

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilbert, Inc.		12/18/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	Wilbert Funeral Services, Inc.
Street Address:	2913 Gardner Road
City:	Broadview
State/Country:	ILLINOIS
Postal Code:	60155
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	0857703	CONTINENTAL BY WILBERT

CORRESPONDENCE DATA

Fax Number: (312)269-1747
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: mhoffman@ngelaw.com
 Correspondent Name: William J. Lenz
 Address Line 1: Two North LaSalle Street
 Address Line 4: Chicago, ILLINOIS 60602

ATTORNEY DOCKET NUMBER:	20644.0013
NAME OF SUBMITTER:	William J. Lenz
Signature:	/William J. Lenz/
Date:	12/23/2008

CH \$40.00 0857703

Total Attachments: 2

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NUNC PRO TUNC TRADEMARK ASSIGNMENT

NUNC PRO TUNC TRADEMARK ASSIGNMENT, effective as of _____, 2008 (the "Effective Date"), is by and between **Wilbert, Inc.**, an Illinois corporation, ("Wilbert" and "Assignor"), and **Wilbert Funeral Services, Inc.**, an Illinois corporation ("WFS" and "Assignee").

RECITALS

WHEREAS, Wilbert is the owner in title of the following trademark registration ("Registration"):

<u>Country</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
United States	CONTINENTAL BY WILBERT	857,703	01/26/1968	10/01/1968

WHEREAS, WFS is a wholly-owned subsidiary of Wilbert and has been using the underlying trademark to the Registration in commerce since its formation on January 2, 1997;

WHEREAS, WFS, having used the underlying trademark in commerce in connection with its business, and having developed rights in the underlying trademark thereby, wishes to now confirm its right, title and interest in the underlying trademark of the Registration and formally acquire, *nunc pro tunc*, effective as of the date of formation of WFS, all right, title and interest in and to the Registration;

WHEREAS, Wilbert, having recognized WFS's rights in and to the underlying trademark of the Registration, is desirous of formally assigning all right, title and interest in and to the Registration to WFS, *nunc pro tunc*, effective as of the date of formation of WFS.

NOW, THEREFORE, in consideration of the foregoing, and in order to make and record a specific formal assignment of the Trademarks from Assignor to Assignee, and for good and valuable consideration, including consideration previously transferred, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **NUNC PRO TUNC ASSIGNMENT.** Assignor, hereby assigns, transfers, and conveys to Assignee, *nunc pro tunc*, effective as of January 2, 1997 (the date of formation of WFS), all right, title and interest in and to the Registration, and to the extent Assignee does not already own such rights, any residual trademark rights that may exist with respect to Assignor in connection with the underlying trademark, including, but not limited to, any goodwill associated with and symbolized by the underlying trademark, the right to further assign and/or to license any and all right, title and interest in the underlying trademark, and the right to sue and collect damages for past infringement of the underlying trademark by any third party.

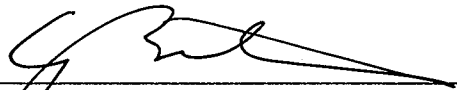
2. **DOCUMENTATION; COOPERATION.** Assignor does hereby covenant and agree, for itself and its successors and assigns, that it will execute and deliver to Assignee, any and all additional documents and perform any further acts necessary to vest in Assignee the rights hereby conveyed.

3. **RECORDATION.** Assignee agrees that it will prepare and submit all documents that may be required to effectuate recordation of this Trademark Assignment with the U.S. Patent and Trademark Office.

IN WITNESS WHEREOF, Wilbert and WFS have executed this Trademark Assignment as follows, effective as of the Effective Date.


WILBERT, INC.

Date: 12-18-08




Greg M. Betner, President

Date: 12-18-08



Witness

Date: 12-18-08



Witness

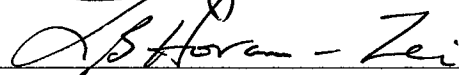
WILBERT FUNERAL SERVICES, INC.

Date: 12-18-08




W. Anthony Colson, President

Date: 12-18-08



Witness

Date: 12-18-08



Witness

NGEDOCs: 1587016.2