

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
Swenson Granite Company LLC		01/19/2011	LIMITED LIABILITY COMPANY: DELAWARE
Carolina Quarries, Inc.		01/19/2011	CORPORATION: DELAWARE
Pennsylvania Granite Corp.		01/19/2011	CORPORATION: PENNSYLVANIA
Rock of Ages Corporation		01/19/2011	CORPORATION: VERMONT

RECEIVING PARTY DATA

Name:	People's United Bank, as Agent
Street Address:	2 Burlington Square-Main Floor
City:	Burlington
State/Country:	VERMONT
Postal Code:	05401
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	2619394	AMERICAN BLACK
Registration Number:	611243	BALFOUR PINK
Registration Number:	2266141	BARRE GRAY
Registration Number:	2078467	BETHEL WHITE
Registration Number:	2957399	GARDENIA WHITE
Registration Number:	1244491	MIDNITE MIST
Registration Number:	715546	REGAL
Registration Number:	715545	REGAL R
Registration Number:	641855	ROCK OF AGES
Registration Number:	1002808	ROCK OF AGES
Registration Number:	286033	ROCK OF AGES

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Registration Number:	1544467	ROCK OF AGES
Registration Number:	641854	ROCK OF AGES
Registration Number:	95516	"ROCK OF AGES"
Registration Number:	3050467	ROCK OF AGES
Registration Number:	2262419	SALISBURY PINK
Registration Number:	715541	SALISBURY PINK
Registration Number:	766054	SEALMARK
Registration Number:	352207	STONE ETERNAL
Registration Number:	352208	STONE ETERNAL
Registration Number:	1802738	STONE ETERNAL
Registration Number:	795685	UNICRAFT

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	649263
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	01/24/2011

Total Attachments: 14
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of January 19, 2011, is made by SWENSON GRANITE COMPANY LLC., a limited liability company organized under the laws of Delaware ("Swenson"), ROCK OF AGES CORPORATION, a corporation organized under the laws of Vermont ("ROA"), CAROLINA QUARRIES, INC., a corporation organized under the laws of Delaware ("Carolina"), PENNSYLVANIA GRANITE CORP., a corporation organized under the laws of Pennsylvania ("Pennsylvania"), and any other Person who may be joined from time to time as a Grantor under this Agreement (each individually, a "Grantor" and collectively, the "Grantors"), in favor of PEOPLE'S UNITED BANK, in its capacity as agent for the Lenders (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof (as it may be amended, modified, extended, supplemented, restated, refinanced or replaced from time to time, the "Loan Agreement"; capitalized terms used herein but not otherwise defined shall have the respective meanings given thereto in the Loan Agreement) among Swenson, ROA, Carolina and Pennsylvania as the "Borrowers" thereunder, the financial institutions party thereto from time to time as lenders (the "Lenders") and the Agent, Lenders have made and/or will in the future make certain extensions of credit to the Grantors upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to such Loan Agreement, each Grantor has granted to Agent, for the ratable benefit of Lenders, security interests and liens in substantially all of such Grantor's assets, including without limitation all of such Grantor's Intellectual Property and specifically including all of each Grantor's registered United States patents, trademarks and copyrights and all of each Grantor's filed United States patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the "US Registered Intellectual Property"); and

WHEREAS, Grantors have agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office (as applicable) in order to perfect and/or protect all of Agent's Liens in the US Registered Intellectual Property;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Loan Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of Liens by any Grantor in any Collateral under any Loan Document, to secure the prompt payment and performance of all Obligations, each Grantor hereby grants to Agent, for its benefit and the ratable benefit of the Lenders, a continuing security interest in and Lien upon, all of such Grantor's right, title and interest in, to and under the following Collateral of such Grantor, all whether now owned or hereafter created, arising and/or acquired (the "Intellectual Property Collateral");

(a) all of its registered/issued United States patents and filed United States patent applications, including, without limitation, those registered in the names of Grantors and referred to on

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Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(b) all of its registered United States trademarks and filed United States trademark applications, including, without limitation, those registered in the names of Grantors and referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (b) above;

(d) all of its registered United States copyrights and filed United States copyright applications, including, without limitation, those registered in the names of Grantors and referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(e) all applications, registrations, claims, products, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by any Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto, proceeds and products thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, accounts and general intangibles that consist of rights of payment to or on behalf of any Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of any Grantor; and

(j) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

which such continuing security interest in and Lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations until such time as the Obligations are indefeasibly paid in full and the obligations of the Lenders to make extensions of credit to any Grantor under the Loan Documents is terminated.

Section 2. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limiting, the security interests granted to the Agent for the ratable benefit of the Lenders pursuant to the Loan Agreement, and Grantors hereby acknowledge and agree that the rights and remedies of the Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and Grantors hereby authorize Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office and United States Copyright Office, as applicable.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall retain full and complete responsibility for the prosecution,

defense, enforcement or any other necessary or desirable actions in connection with its Intellectual Property as such Grantor may deem appropriate subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Each Grantor hereby covenants and agrees that promptly upon the acquisition by Grantor of any new Registered Intellectual Property Collateral (including any registration or issuance of any United States patent, trademark or copyright arising out of any filed United States patent application, trademark application or copyright application previously listed on Schedule 1 hereto or the Schedule to any other Supplement delivered to Agent in accordance with this paragraph), Grantors shall deliver to Agent a duly executed Supplement to this Agreement in the form of Exhibit A hereto, listing all such newly acquired Registered Intellectual Property Collateral on Schedule 1 thereto, pursuant to which Grantors shall reconfirm the grant of a security interest in such newly acquired Registered Intellectual Property Collateral to Agent for the ratable benefit of Lenders to secure the Obligations. Each such Supplement is intended by the parties to be filed, and Grantor hereby authorizes Agent to file and record a copy of each such Supplement, with the United States Patent and Trademark Office, as applicable. Regardless of whether any Supplement is delivered by Grantors, Grantors hereby confirm and agree that any and all such after-acquired Registered Intellectual Property Collateral, and all Intellectual Property Collateral relating thereto, shall immediately and automatically upon any Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that any Grantor acquires any such new Registered Intellectual Property Collateral but Grantors fail for whatever reason to promptly deliver a Supplement pursuant to this Section 5, Grantors hereby authorize Agent, acting under its Power of Attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of each Grantor an applicable Supplement with respect to such new Registered Intellectual Property Collateral, all whether now owned or hereafter created, arising and/or acquired and to file the same with the United States Patent and Trademark Office and United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Grantors hereby represent and warrant to Agent and to the Lenders that Schedule 1 sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by and registered in the names of Grantors as of the date hereof.

Section 7. Events of Default and Remedies. The occurrence of any Event of Default under the Loan Agreement shall constitute an "Event of Default" under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Agent, in addition to all other rights, options, and remedies granted to Agent under the Loan Agreement or any other Loan Document, or otherwise available to Agent at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Intellectual Property Collateral all rights and remedies granted to it as a secured creditor under the UCC.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Agent under the Loan Agreement or any other Loan Document, each Grantor hereby authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor's true and lawful attorney-in-fact, with the power (i) to execute and endorse on behalf of and in the name of such Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Agent may deem necessary or desirable in order to create, protect or perfect the security interest in the Intellectual Property Collateral provided for herein and in each case to file or record with the United States Patent and Trademark Office, as applicable, in the name and on behalf of such Grantor any such Supplement or other security agreement or similar document or instrument and (ii) after the occurrence and during the continuance of an Event of Default as defined in Section 7 of this Agreement above, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Agent may deem necessary or desirable in order for Agent to assign, pledge, convey or otherwise, sell, transfer title in or dispose of the Intellectual Property Collateral,

and in each case to file or record with the United States Patent and Trademark Office, as applicable, in the name of and on behalf of such Grantor any such assignment or bill of sale or other document executed by Agent, its successors and assigns, and any officer, employee, attorney or Lender thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of hereof and of the Loan Agreement and the other Loan Documents. This power of attorney is coupled with an interest and is and shall be irrevocable.

Section 9. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of a signature page of any Agreement by telecopy or other electronic means (including email delivery of a PDF copy of such a signature page) shall be effective as delivery of a manually executed counterpart of such agreement.

Section 10. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, IN TORT OR OTHERWISE) SHALL BE GOVERNED BY THE LAWS OF THE STATE OF VERMONT WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS). Without limiting the generality of the general incorporation of the Loan Agreement herein provided for above, the provisions of Section 16.9 of the Loan Agreement regarding expenses, Section 16.5 of the Loan Agreement regarding indemnities, Section 16.6 of the Loan Agreement regarding notices, Section 16.1 of the Loan Agreement regarding consents to jurisdiction, venue and service of process, and Section 12.3 of the Loan Agreement regarding waiver of jury trial and other waivers and agreements are hereby specifically incorporated by reference. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under Applicable Law. If any provision is found to be invalid under Applicable Law, it shall be ineffective only to the extent of such invalidity and the remaining provisions of this Agreement shall remain in full force and effect. This Agreement shall be binding upon and inure to the benefit of Grantors and Agent, and their respective successors and assigns, except that no Grantor shall have the right to assign its rights or delegate its obligations under this Agreement.

[Signature Pages Follow]

In witness whereof, Grantors have caused this Intellectual Property Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

GRANTORS:

SWENSON GRANITE COMPANY LLC

By: [Signature]
Name: Robert L. Pope
Title: President/Chief Executive Officer

ROCK OF AGES CORPORATION

By: [Signature]
Name: Kurt M. Swenson
Title: Chairman

CAROLINA QUARRIES, INC.

By: [Signature]
Name: Kurt M. Swenson
Title: Chairman

PENNSYLVANIA GRANITE CORP.

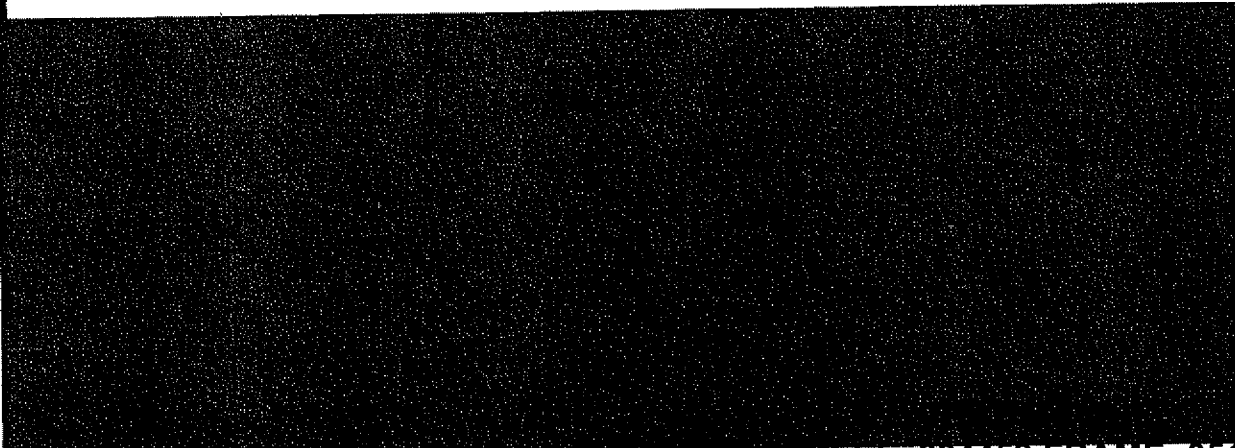
By: [Signature]
Name: Kurt M. Swenson
Title: Chairman

ACCEPTED AND AGREED
as of the date first above written:

PEOPLE'S UNITED BANK,
as Agent

By: _____
Name: Matthew Plasse
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]



In witness whereof, Grantors have caused this Intellectual Property Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

GRANTORS:

SWENSON GRANITE COMPANY LLC

By: _____
Name: Robert L. Pope
Title: President/Chief Executive Officer

ROCK OF AGES CORPORATION

By: _____
Name: Kurt M. Swenson
Title: Chairman

CAROLINA QUARRIES, INC.


By: _____
Name: Kurt M. Swenson
Title: Chairman

PENNSYLVANIA GRANITE CORP.

By: _____
Name: Kurt M. Swenson
Title: Chairman

ACCEPTED AND AGREED
as of the date first above written:

PEOPLE'S UNITED BANK,
as Agent

By: 
Name: Matthew Plasse
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]



Acknowledgment of Grantors

STATE OF NEW HAMPSHIRE)
COUNTY OF HILLSBOROUGH) ss

On this 19th day of January, 2011, before me personally appeared Robert L. Pope, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Swenson Granite Company LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Susan A. Manchester
Notary Public



STATE OF NEW HAMPSHIRE)
COUNTY OF HILLSBOROUGH) ss

On this 12th day of January, 2011, before me personally appeared Kurt M. Swenson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Rock of Ages Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Susan A. Manchester
Notary Public



[Acknowledgment to Intellectual Property Security Agreement]
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STATE OF NEW HAMPSHIRE) ss
COUNTY OF HILLSBOROUGH

On this 12th day of January, 2011, before me personally appeared Kurt M. Swenson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Carolina Quarries, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Susan A. Manchester
Notary Public



STATE OF NEW HAMPSHIRE) ss
COUNTY OF HILLSBOROUGH

On this 12th day of January, 2011, before me personally appeared Kurt M. Swenson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Pennsylvania Granite Corp., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Susan A. Manchester
Notary Public



[Acknowledgment to Intellectual Property Security Agreement]
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Schedule 1
to
Intellectual Property Security Agreement

PATENTS, TRADEMARKS, AND COPYRIGHTS

1. Grantors' patents: None currently registered to Grantors.
2. Grantors' trademarks:

<u>Grantor</u>	<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
ROA	AMERICAN BLACK	ROA	Registered	2619394	9/17/2002
ROA	BALFOUR PINK	ROA	Registered	611243	8/30/1955
ROA	BARRE GRAY	ROA	Registered	2266141	8/3/1999
ROA	BETHEL WHITE	ROA	Registered	2078467	7/15/1997
ROA	GARDENIA WHITE	ROA	Registered	2957399	5/31/2005
ROA	MIDNITE MIST	ROA	Registered	1244491	7/5/1983
ROA	REGAL	ROA	Registered	715546	5/16/1961
ROA	REGAL R & SHIELD SEAL DESIGN	ROA	Registered	715545	5/16/1961
ROA	ROCK OF AGES	ROA	Registered	641855	2/19/1957
ROA	ROCK OF AGES & BROKEN CIRCLE SEAL DESIGN	ROA	Registered	1002808	1/28/1975
ROA	ROCK OF AGES & SPECKLED CIRCLE SEAL DESIGN	ROA	Registered	286033	8/11/1931
ROA	ROCK OF AGES & SQUARE SEAL DESIGN	ROA	Registered	1544467	6/20/1989
ROA	ROCK OF AGES & UNBROKEN CIRCLE SEAL DESIGN	ROA	Registered	641854	2/19/1957
ROA	ROCK OF AGES & UNBROKEN CIRCLE SEAL DESIGN	ROA	Registered	95516	2/24/1914
ROA	ROCK OF AGES (STYLIZED) & SQUARE SEAL DESIGN	ROA	Registered	3050467	1/24/2006
ROA	SALISBURY PINK	ROA	Registered	2262419	7/20/1999
ROA	SALISBURY PINK	ROA	Registered	715541	5/16/1961
ROA	SEALMARK	ROA	Registered	766054	3/3/1964
ROA	STONE ETERNAL	ROA	Registered	352207	11/23/1937
ROA	STONE ETERNAL	ROA	Registered	352208	11/23/1937
ROA	STONE ETERNAL & HORIZONTAL DIAMOND STEEL	ROA	Registered	1802738	11/2/1993
ROA	UNICRAFT	ROA	Registered	795685	9/7/1965

3. Grantors' copyrights: None currently registered to Grantors.

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EXHIBIT A

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Supplement") made as of this __ day of _____, is made by SWENSON GRANITE COMPANY LLC, a limited liability company organized under the laws of Delaware ("Swenson"), ROCK OF AGES CORPORATION, a corporation organized under the laws of Vermont ("ROA"), CAROLINA QUARRIES, INC., a corporation organized under the laws of Delaware ("Carolina"), PENNSYLVANIA GRANITE CORP., a corporation organized under the laws of Pennsylvania ("Pennsylvania") (each individually, a "Grantor" and collectively, the "Grantors"), in favor of PEOPLE'S UNITED BANK, in its capacity as agent for the Lenders (in such capacity, the "Agent");

WITNESSETH

WHEREAS, Grantors and Agent are parties to a certain Intellectual Property Security Agreement dated as of January 19, 2011 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"). Capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the IP Security Agreement;

WHEREAS, pursuant to the terms of the IP Security Agreement, to secure the prompt payment and performance of all Obligations, Grantors have granted to Agent, for the ratable benefit of the Lenders, a continuing security interest in and Lien upon, all of each Grantor's right, title and interest in, to and under the Intellectual Property Collateral of each Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the IP Security Agreement, each Grantor has agreed that upon the acquisition by any Grantor of any new Registered Intellectual Property Collateral, Grantors shall deliver to Agent a Supplement to the IP Security Agreement in the form of Exhibit A to such IP Security Agreement pursuant to which Grantors shall reconfirm the grant by them of a security interest in all such newly acquired Registered Intellectual Property Collateral, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and United States Copyright Office, as applicable;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantors agree as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by any Grantor in any Collateral under any Loan Document, to secure the prompt payment and performance of all Obligations, each Grantor hereby grants to Agent for the ratable benefit of the Lenders, a continuing security interest in and Lien upon, all of such Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired Registered Intellectual Property Collateral listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing).

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above;

(c) all other Intellectual Property relating to the foregoing.

Grantors agree that all such newly acquired Intellectual Property Collateral described shall be included in and be part of the Intellectual Property Collateral under and otherwise subject to all of the terms and provisions of the IP Security Agreement. Grantors hereby authorize Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and United States Copyright Office, as applicable

A. Representations and Warranties. Each Grantor hereby represents and warrants to Agent and to the Lenders that Schedule I hereto sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by, and registered in the name of such Grantor as of the date hereof not listed on Schedule 1 to the original IP Security Agreement or any Schedule to any other Supplement to the original IP Security Agreement delivered by such Grantor since the date thereof.

2. Incorporation of the IP Security Agreement. The terms and provisions of the IP Security Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Security Agreement, all of the provisions of which IP Security Agreement are and remain in full force and effect.

3. Governing Law. THIS SUPPLEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, IN TORT OR OTHERWISE) SHALL BE GOVERNED BY THE LAWS OF THE STATE OF VERMONT WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS).

[Signatures on Following Page]
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IN WITNESS WHEREOF, Grantors have duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTORS:

SWENSON GRANITE COMPANY LLC

By: _____
Name: _____
Title: _____

ROCK OF AGES CORPORATION

By: _____
Name: _____
Title: _____

CAROLINA QUARRIES, INC.

By: _____
Name: _____
Title: _____

PENNSYLVANIA GRANITE CORP.

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

PEOPLE'S UNITED BANK,
as Agent

By: _____
Name: _____
Title: _____

[Signature Page to IP Security Agreement – Supplement Date _____]

SCHEDULE I TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

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