

Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks; Please record the attached original document(s) or copy(ies)

Submission Type

- New
- Resubmission
Document ID# 700453471
- Correction of PTO Error
Reel # 002465 Frame # 0659
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other
- License
- Nunc Pro Tunc Assignment

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name: NSMG CALIFORNIA, LLC

Formerly: _____

Execution Date
Month Day Year
10/13/2010

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other Limited Liability Company
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name: WELLS FARGO BANK

DBA/AKA/TA _____

Composed of _____

Address (line 1) 1000 Louisiana, 3rd Floor

Address (line 2) _____

Address (line 3) _____
City Houston State/Country Texas Zip Code 77002

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Other National Association
- Citizenship/State of Incorporation/Organization USA

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached.
(Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. **DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.**

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

FORM PTO-1618B

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Domestic Representative Name and Address

Enter for the first Receiving Party only

Name: _____
Address (line 1) _____
Address (line 2) _____
Address (line 3) _____
Address (line 4) _____
City State/Country Zip Code

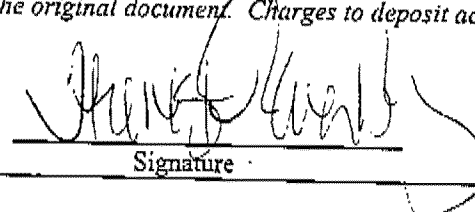
Correspondent Name and Address

Name: Theresa M. Evenbly Area Code and Telephone Number: 713/220-4192
Address (line 1) Andrews Kurth LLP
Address (line 2) 600 Travis, Suite 4200
Address (line 3) _____
Address (line 4) Houston, Texas 77002
City State/Country Zip Code

Pages Enter the total number of pages of the attached conveyance document # 1
Including any attachments.

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).
Trademark Application Number(s) Registration Number(s)
3084255

Number of Properties Enter the total number of Properties involved. # 1
Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$40 (previously paid)
Method of Payment: Enclosed Deposit Account
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #50-0897 (176192)
Authorization to charge additional fees: Yes No

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 copy of the original document. Charges to deposit account are authorized, as indicated herein.
Theresa M. Evenbly  January 21, 2011
Name of Person Signing Signature Date Signed

Execution Version

SECURITY INTEREST AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, effective as of June 10, 2010, NSMG California, LLC, a Delaware limited liability company with a principal office at 1900 St. James Place, Suite 200, Houston, Texas 77056, USA (referred to as "Grantor"), does hereby assign and grant to Wells Fargo Bank, a National Association as Administrative Agent with a principal office at 1000 Louisiana, 3rd Floor, Houston, Texas 77002 (the "Grantee"), a security interest in all of Grantor's right, title and interest in and to the trademarks and associated registrations set forth on Exhibit A hereto (the "Mark"), together with the goodwill of the business connected with the use of and symbolized by the Mark and all income and proceeds thereof (including, by way of illustration and not limitation, license royalties and proceeds of infringement suits for past, present, and future infringements), the right to sue for past, present and future infringements, all rights corresponding or relating to any of the foregoing throughout the world and all renewals and extensions thereof.

THIS ASSIGNMENT is made to secure the satisfactory performance and payment of all obligations of the Grantor under that one certain Guaranty dated as of November 27, 2007 (the "Guaranty") made by Grantor to Grantee, unconditionally guaranteeing the repayment of all obligations of NorthStar Memorial Group, LLC, NorthStar Cemetery Group, LLC and NorthStar Funeral Group, LLC (the "Borrowers") under that one certain Credit Agreement dated as of November 27, 2007, entered into among the Borrowers, the Grantor as "Administrative Agent", Bank of America, N.A., as "Syndication Agent", and the Lenders described therein (as amended and as may be amended in the future, the "Credit Agreement"). Upon satisfaction of all the obligations under the Guaranty, Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Mark granted under this Security Interest Agreement.

THIS ASSIGNMENT has been granted in conjunction with the lien and security interest granted to the Grantee pursuant to that certain Security Agreement dated as of November 27, 2007, entered into among Borrowers, the Subsidiaries (as defined therein) and the Administrative

Agent (as amended and as may be amended in the future, the "Security Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in or arising under the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

(Signature Pages Follow)

SECURITY INTEREST AGREEMENT

- 2 -

HOU:3039020.2

TRADEMARK
REEL: 004461 FRAME: 0954

IN WITNESS WHEREOF, the undersigned has executed this Agreement on the date of the acknowledgment of the Notary Public, but to be effective as of the date first above written.

Grantor

NSMG California, LLC,
a Delaware limited liability company

By: *William H. Hamilton*
Name: William H. Hamilton
Title: Chairman and CEO

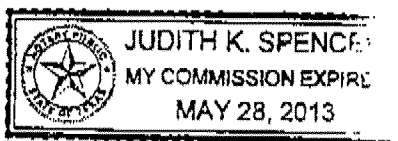
THE STATE OF TEXAS §

COUNTY OF HARRIS §

I, the undersigned Notary Public, do hereby attest that before me on this day personally appeared **William H. Hamilton**, Chairman and CEO of **NSMG California, LLC**, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of **NSMG California, LLC**.

GIVEN UNDER MY HAND and seal of office this 13th day of October, 2010

Judith K. Spencer
Notary Public in and for the State of Texas



IN WITNESS WHEREOF, the undersigned has executed this Agreement on the date of the acknowledgment of the Notary Public, but to be effective as of the date first above written.

Grantee

Wells Fargo Bank, National Association,
as Administrative Agent

By: Melanie M. Ottens

Name: Melanie M. Ottens

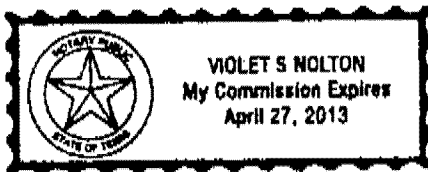
Title: Vice President

THE STATE OF TEXAS §

COUNTY OF HARRIS §

I, the undersigned Notary Public, do hereby attest that before me on this day personally appeared Melanie M. Ottens, Vice President of Wells Fargo Bank, National Association, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of Wells Fargo Bank, National Association.

GIVEN UNDER MY HAND and seal of office this 3rd day of November, 2010.



Violet S. Nolton
Notary Public in and for the State of Texas

SECURITY INTEREST AGREEMENT