

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
KACC Acquisition, LLC		06/29/2012	LIMITED LIABILITY COMPANY: INDIANA
KACC Holdings, LLC		06/29/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	1900 E. 9th Street
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2261047	AURORA
Registration Number:	2268861	AURORA
Registration Number:	2274284	A
Registration Number:	2274285	A
Registration Number:	2786151	CLARKSBURG
Registration Number:	2977480	IMAGES OF LIFE
Serial Number:	85447642	ADVISOR BY AURORA

CORRESPONDENCE DATA

Fax Number: 2165790212
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 216-586-7024
 Email: dawnbrown@jonesday.com

CH \$190.00 2261047

Correspondent Name: Dawn A. Brown/JONES DAY
Address Line 1: 901 Lakeside Avenue
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER: 879047-121046/DAB

NAME OF SUBMITTER: Dawn A. Brown

Signature: /Dawn A. Brown/

Date: 07/10/2012

Total Attachments: 7

source=Trademark Security Agreement#page1.tif

source=Trademark Security Agreement#page2.tif

source=Trademark Security Agreement#page3.tif

source=Trademark Security Agreement#page4.tif

source=Trademark Security Agreement#page5.tif

source=Trademark Security Agreement#page6.tif

source=Trademark Security Agreement#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 29, 2012 (this "**Agreement**"), is made by and between (i) KACC ACQUISITION, LLC, an Indiana limited liability company (herein together with its successors and assigns, "**KACC**" or a "**Grantor**"), which on the date hereof merged with both Aurora Casket Company, Inc., an Indiana corporation, and Aurora Hardwoods, Inc., a Tennessee corporation, with KACC being the survivor of such merger, (ii) KACC HOLDINGS, LLC, a Delaware limited liability company (herein together with its successors and assigns, "**Holdings**" or a "**Grantor**") and (iii) each of the Subsidiaries of Holdings which is or hereafter becomes a party hereto (each, together with its successors and assigns, a "**Grantor**"; all of the Grantors are collectively referred to as the "**Grantors**"), in favor of PNC BANK, NATIONAL ASSOCIATION, as collateral agent (together with its successor(s) thereto in such capacity, the "**Collateral Agent**") for each of the Secured Creditors.

W I T N E S S E T H :

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among KACC, as the Borrower, Holdings, the financial institutions named as lenders therein (herein, together with any other person that becomes a "Lender" under the Credit Agreement and the respective successors and assigns of such "Lenders", the "**Lenders**") and PNC Bank, National Association, as a Lender, the Issuing Bank, the Swing Line Lender, and as the Administrative Agent and the Collateral Agent, the Lenders will provide certain loans or advances or other extensions of credit to or for the benefit of the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a Security Agreement, dated as of the date hereof (as amended, restated supplemented or otherwise modified from time to time, the "**Security Agreement**"), whereby the Grantors have granted to the Collateral Agent a continuing security interest in, among other things, all of the Trademark Collateral (as defined below) to secure performance of the Secured Obligations;

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

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees, for the benefit of each Secured Creditor, 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 respective meanings provided in the Security Agreement and, to the extent not therein defined, the meaning assigned in the Credit Agreement.

SECTION 2. Grant of Security Interest. Each Grantor does hereby grant to the Collateral Agent, for the benefit of the Secured Creditors, a continuing security interest in, all of the right, title and interest of such Grantor in, to and under all of the following, whether now existing or hereafter from time to time arising or acquired and wherever located ("**Trademark Collateral**"):

- (a) all Marks, including each Mark and Mark application set forth in Schedule I;
- (b) all of the goodwill of the business connected with the use of, and symbolized by the foregoing;
- (c) the right to sue third parties for past, present and future infringements of any of the foregoing; and

(d) all proceeds of, and rights associated with, the foregoing (including proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, the Trademark Collateral shall not include all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the PTO, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral.

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

SECTION 4. Release of Liens. Upon the occurrence of an event pursuant to the Credit Agreement or Security Agreement that would result in the release of all or a portion of the Trademark Collateral from the security interest thereon, the security interests granted herein shall automatically terminate, as applicable, with respect to all or such applicable portion of the Trademark Collateral. Upon any such release, the Collateral Agent will, at the sole expense of the applicable Grantor(s), release without any representations, warranties or recourse of any kind whatsoever, all or such applicable portion of the Trademark Collateral held by the Collateral Agent hereunder, and execute and deliver to the applicable Grantor(s) such Documents as such Grantor(s) shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral 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. Governing Law, Entire Agreement, etc. THIS SUPPLEMENT WILL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by their duly authorized officer as of the date first above written.

KACC ACQUISITION, LLC,
as a Grantor

By: Stan W. Kelly
Name:
Title:

AURORA PRODUCTS GROUP, LLC,
as a Grantor

By: Stan W. Kelly
Name:
Title:

AURORA SPECIALTY INC.,
as a Grantor

By: Stan W. Kelly
Name:
Title:

AURORA LOGISTICS, INC.,
as a Grantor

By: Stan W. Kelly
Name:
Title:

AURORA SOUTHERN, LLC,
as a Grantor

By: Stan W. Kelly
Name:
Title:

AURORA ST. LAURENT, INC.,
as a Grantor

By: Stan W. Kelly
Name:
Title:


AURORA E-BUSINESS SERVICES, INC.,
as a Grantor

By: Stan Wengler
Name:
Title:




MEIERJOHAN-WENGLER, INC.,
as a Grantor

By: Stan Wengler
Name:
Title:

PNC BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: William E. Welsh, Jr.
Title: Vice President

SCHEDULE I
to Trademark Security Agreement

ademark:	Application No.	Filing Date	Registration No.	Registration Date	Goods/Services	Owner
AURORA	75/496,191	04-Jun-1998	2,261,047	13-Jul-1999	20: Coffins, caskets and cremation products, namely funerary urns and crematable caskets	KACC Acquisition, LLC
AURORA (Stylized) 	75/496,190	04-Jun-1998	2,268,861	10-Aug-1999	20: Coffins, caskets and cremation products, namely funerary urns and crematable caskets	KACC Acquisition, LLC
A (Stylized) 	75/514,503	07-Jul-1998	2,274,284	31-Aug-1999	20: Coffins, caskets and cremation products, namely funerary urns and crematable caskets	KACC Acquisition, LLC
A (Stylized in box) 	75/514,562	07-Jul-1998	2,274,285	31-Aug-1999	20: Coffins, caskets and cremation products, namely, funerary urns and crematable caskets	KACC Acquisition, LLC
CLARKSBURG	76/482,331	14-Jan-2003	2,786,151	25-Nov-03	20: Caskets	KACC Acquisition, LLC
IMAGES OF LIFE	76/524,451	23-Jun-2003	2,977,480	26-Jul-2005	20: Caskets, display head panels for caskets for displaying pictures and information about the deceased, and funerary urns 42: Providing customized online web pages featuring user-defined information in memoriam of deceased persons	KACC Acquisition, LLC

ademark:	Application No.	Filing Date	Registration No.	Registration Date	Goods/Services	Owner
ADVISOR BY AURORA	85/447,642	14-Oct-2011			9: Computer software for use by funeral industry professionals in planning for and arranging funerals, and user manuals distributed therewith; integrated computer systems packages for use in the funeral industry, comprising computer hardware, computer software for use in planning for and arranging funerals, user manuals distributed therewith, monitors, keyboards and printers, computer furniture and other components and parts therefor, sold as a unit	KACC Acquisition, LLC