

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.		08/30/2012	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	901 Main Street		
Internal Address:	Mail Code: TX1-492-14-06		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2250825	STERLING	
Registration Number:	2289779	WILLIAMSON & SONS	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	214-745-5226		
Email:	awalker@winstead.com		
Correspondent Name:	Andrea Walker, Winstead PC		
Address Line 1:	P.O. Box 131851		
Address Line 4:	DALLAS, TEXAS 75313-1851		
ATTORNEY DOCKET NUMBER:	25690-692 BOA/CARRIAGE		
NAME OF SUBMITTER:	Andrea Walker		

CH \$65.00 2250825

Signature:	/Andrea Walker/
Date:	09/04/2012
Total Attachments: 6 source=25690-692 TM Security Agrmt CARRIAGE MANAGEMENT, LP (8-30-12)#page1.tif source=25690-692 TM Security Agrmt CARRIAGE MANAGEMENT, LP (8-30-12)#page2.tif source=25690-692 TM Security Agrmt CARRIAGE MANAGEMENT, LP (8-30-12)#page3.tif source=25690-692 TM Security Agrmt CARRIAGE MANAGEMENT, LP (8-30-12)#page4.tif source=25690-692 TM Security Agrmt CARRIAGE MANAGEMENT, LP (8-30-12)#page5.tif source=25690-692 TM Security Agrmt CARRIAGE MANAGEMENT, LP (8-30-12)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of August 30, 2012, is made between Carriage Management, L.P., a Texas limited partnership ("Grantor"), and BANK OF AMERICA, N.A., as administrative agent (together with any successors thereto in such capacity, "Administrative Agent") for each of the Secured Creditors.

Background.

Pursuant to the Credit Agreement dated as of August 30, 2012 (such agreement, together with all amendments and restatements thereto, the "Credit Agreement"), among Carriage Services, Inc. a Delaware corporation ("Borrower"), the Lenders party thereto (each, singly, a "Lender", and collectively, the "Lenders"), and Bank of America, N.A., as Administrative Agent, Lenders and L/C Issuer have extended commitments to make Credit Extensions to and for the benefit of Borrower.

In connection with the Credit Agreement, Grantor, Administrative Agent and the other Debtors party thereto have executed and delivered the Security Agreement dated as of August 30, 2012 (such agreement, together with all amendments and restatements thereto, the "Security Agreement").

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

Grantor is a Subsidiary of Borrower.

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

It is in the best interests of Grantor to execute this Security Agreement inasmuch as Grantor will derive substantial direct and indirect benefits from the Credit Extensions made from time to time to or for the benefit of Borrower by Lenders and L/C Issuer pursuant to the Credit Agreement and from the other credit extensions made other Secured Creditors to or for the benefit of Borrower and any other Loan Party.

Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lenders and L/C Issuer to make Credit Extensions (including the initial Credit Extension) to Borrower pursuant to the Credit Agreement, and the other Secured Creditors to extend credit to or for the benefit of Borrower or any other Loan Party, Grantor agrees, for the benefit of Administrative Agent and each other 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 meanings provided (or incorporated by reference) in the Security Agreement and the Credit Agreement.

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, Grantor does hereby mortgage, pledge and hypothecate to Administrative Agent, and grant to Administrative Agent a security interest in, for its benefit and the benefit of each Secured Creditor, all right, title, and interest in and to all of the following property, whether now owned or hereafter acquired or existing (the "Trademark Collateral"):

(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 Schedule 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 Schedule 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;

(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; and

(g) all proceeds of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of 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 Administrative Agent for its benefit and the benefit of each Secured Creditor under the Security Agreement. The Security Agreement (and all rights and remedies of Administrative Agent and each Secured Creditor 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, Administrative Agent shall, at Grantor's expense, execute and deliver to 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.

SECTION 5. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of 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.

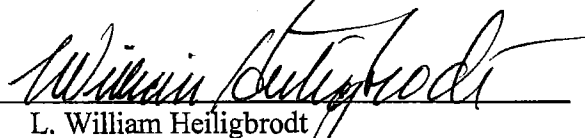
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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:



L. William Heiligbrodt
Executive Vice President and Secretary

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

By: Darleen R. Formalee
Print Name: Darleen R. Formalee
Print Title: Assistant Vice President

SCHEDULE 1
to Trademark
Security Agreement

Item A. Trademarks

Registered Trademarks

<u>United States</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.	Sterling	2250825	June 8, 1999
U.S.	Williamson & Sons	2289779	November 2, 1999

Pending Trademark Applications

<u>United States</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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Item B. Trademark Licenses

<u>United States</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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