

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Conversion		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carriage Management, L.P.		12/21/2012	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	Carriage Management, Inc.		
Street Address:	3040 Post Oak Blvd, Suite 300		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2250825	STERLING	
Registration Number:	2289779	WILLIAMSON & SONS	
CORRESPONDENCE DATA			
Fax Number:	7136155803		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7137581105		
Email:	iptldocket@velaw.com		
Correspondent Name:	W. Scott Brown		
Address Line 1:	1001 Fannin Street, Suite 2500		
Address Line 4:	Houston, TEXAS 77002-6760		
ATTORNEY DOCKET NUMBER:	CAR476		
NAME OF SUBMITTER:	W. Scott Brown		
Signature:	/wsb/		

CH \$65.00 2250825

Date:

03/04/2013

Total Attachments: 13

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Office of the Secretary of State

December 21, 2012

Capitol Services Inc
P O Box 1831
Austin, TX 78767 USA

RE: Carriage Management, Inc.
File Number: [Entity not of Record, Filing Number Not Available]

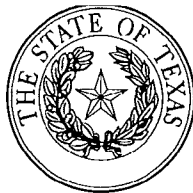
It has been our pleasure to approve and place on record the filing instrument effecting a conversion. The appropriate evidence is attached for your files. Payment of the filing fee is acknowledged by this letter.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure



Office of the Secretary of State

CERTIFICATE OF CONVERSION

The undersigned, as Secretary of State of Texas, hereby certifies that a filing instrument for

CARRIAGE MANAGEMENT, L.P.

File Number: 13775310

Converting it to

Carriage Management, Inc.

File Number: [Entity not of Record, Filing Number Not Available]

has been received in this office and has been found to conform to law. ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the acceptance and filing of the conversion on the date shown below.

Dated: 12/21/2012

Effective: 12/21/2012



A handwritten signature in black ink, appearing to read "John Steen".

John Steen
Secretary of State

Form 643
(Revised 05/11)

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709

Filing Fee: See instructions



**Certificate of Conversion
of a
Limited Partnership
Converting
to a
Corporation**

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas
DEC 21 2012
Corporations Section

Converting Entity Information

The name of the converting limited partnership is:
Carriage Management, L.P.

The jurisdiction of formation of the limited partnership is: Texas

The date of formation of the limited partnership is: July 31, 2000

The file number, if any, issued to the limited partnership by the secretary of state is: 0013775310

Converted Entity Information

The limited partnership named above is converting to a corporation. The name of the corporation is:
Carriage Management, Inc.

The corporation will be formed under the laws of: Delaware

Plan of Conversion

The plan of conversion is attached.

If the plan of conversion is not attached, the following section must be completed.

Alternative Statements

In lieu of providing the plan of conversion, the converting limited partnership certifies that:

1. A signed plan of conversion is on file at the principal place of business of the limited partnership, the converting entity. The address of the principal place of business of the limited partnership is:

Street or Mailing Address City State Country Zip Code

2. A signed plan of conversion will be on file after the conversion at the principal place of business of the corporation, the converted entity. The address of the principal place of business of the corporation is:

Street or Mailing Address City State Country Zip Code

3. A copy of the plan of conversion will be furnished on written request without cost by the converting entity before the conversion or by the converted entity after the conversion to any owner or member of the converting or converted entity.

Certificate of Formation for the Converted Entity

If the converted entity is a Texas corporation, the certificate of formation of the Texas corporation must be attached to this certificate either as an attachment or exhibit to the plan of conversion, or as an attachment or exhibit to this certificate of conversion if the plan has not been attached to the certificate of conversion.

Approval of the Plan of Conversion

The plan of conversion has been approved as required by the laws of the jurisdiction of formation and the governing documents of the converting entity.

Effectiveness of Filing (Select either A, B, or C.)

- A. This document becomes effective when the document is accepted and filed by the secretary of state.
- B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____
- The following event or fact will cause the document to take effect in the manner described below:
- _____
- _____

Tax Certificate

- Attached hereto is a certificate from the comptroller of public accounts that certifies that the converting entity is in good standing for purposes of conversion.
- In lieu of providing the tax certificate, the corporation as the converted entity is liable for the payment of any franchise taxes.

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument. The undersigned certifies that the statements contained herein are true and correct, and that the person signing is authorized under the provisions of the Business Organizations Code, or other law applicable to and governing the converting entity, to execute the filing instrument.

Date: 12/21/12

L. William Heiligbrodt

Signature of authorized person (see instructions)

L. WILLEAM HEELIGBRODT

Printed or typed name of authorized person Executive VP



TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

SUSAN COMBS • COMPTROLLER • AUSTIN, TEXAS 78774

December 14, 2012

CERTIFICATE OF ACCOUNT STATUS

THE STATE OF TEXAS
COUNTY OF TRAVIS

I, Susan Combs, Comptroller of Public Accounts of the State of Texas, DO
HEREBY CERTIFY that according to the records of this office

CARRIAGE MANAGEMENT, L.P.

is, as of this date, in good standing with this office having no franchise
tax reports or payments due at this time. This certificate is valid through
the date that the next franchise tax report will be due May 15, 2013.

This certificate does not make a representation as to the status of the
entity's registration, if any, with the Texas Secretary of State.

This certificate is valid for the purpose of conversion when the converted
entity is subject to franchise tax as required by law. This certificate is
not valid for any other filing with the Texas Secretary of State.

GIVEN UNDER MY HAND AND
SEAL OF OFFICE in the City of
Austin, this 14th day of
December 2012 A.D.

Susan Combs
Texas Comptroller

Taxpayer number: 17606518243
File number: 0013775310

Form 05-304 (Rev. 12-07/17)

TRADEMARK
REEL: 004974 FRAME: 0117

**PLAN OF CONVERSION
OF
CARRIAGE MANAGEMENT, L.P.,
A TEXAS LIMITED PARTNERSHIP
TO
CARRIAGE MANAGEMENT, INC.,
A DELAWARE CORPORATION**

Adopted on December 21, 2012

Pursuant to Section 10.103 of the Texas Business Organizations Code (the "BOC"), Carriage Management, L.P., a Texas limited partnership, hereby adopts the following:


1. The name of the converting entity is Carriage Management, L.P., a Texas limited partnership (the "**Converting Entity**") and the name of the converted entity is Carriage Management, Inc., a Delaware corporation (the "**Converted Entity**"). The Converting Entity will be converted into the Converted Entity in accordance with the laws of the State of Texas (the "**Conversion**"), with such Conversion to become effective upon the issuance of a Certificate of Conversion by the Secretary of State of Texas and the filing of the Certificate of Conversion and the Certificate of Incorporation with the Delaware Secretary of State (the "**Effective Time**"). From and after the Effective Time, the Converting Entity will continue its existence in the organizational form of a corporation named Carriage Management, Inc., governed by and organized in accordance with the laws of the State of Delaware.
2. The partnership interests of the Converting Entity will be converted into shares of the Converted Entity, with ten shares being issued for every one percentage of partnership interest.
3. This Plan of Conversion and the performance of its terms were approved and adopted by the Converting Entity by all actions required under the BOC and the documents and agreements under which the Converting Entity was formed and/or is governed. A Certificate of Conversion shall be executed, filed and recorded in accordance with the BOC.
4. Attached hereto as Exhibit A is a copy of the Certificate of Incorporation of the Converted Entity.

[Signature Page Follows]

IN WITNESS WHEREOF, this Plan of Conversion has been executed as of the date set forth above.

CARRIAGE MANAGEMENT, L.P.

By Carriage Investments, Inc.,
its general partner

By: 

Name: L. William Heiligbrodt

Title: Executive Vice President

SIGNATURE PAGE TO PLAN OF CONVERSION

TRADEMARK
REEL: 004974 FRAME: 0119

EXHIBIT A

CERTIFICATE OF INCORPORATION

**CERTIFICATE OF INCORPORATION
OF
CARRIAGE MANAGEMENT, INC.**

December 21, 2012

1. **Name.** The name of this corporation (the "*Corporation*") is "Carriage Management, Inc."

2. **Registered Office; Registered Agent.** The address of the Corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington. The name of the Corporation's registered agent at such address is The Corporation Trust Company.

3. **Purpose.** The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "*DGCL*"), including, within the State of Texas, to operate perpetual care cemeteries pursuant to and in accordance with Chapter 711.021 and Chapter 712 of the Texas Health and Safety Code.

4. **Authorized Stock.** The total number of shares of all classes of stock which the Corporation shall have authority to issue is 1,500 shares of common stock, par value of \$0.01 each (the "*Common Stock*").

5. **Incorporator.** The name of the incorporator is Daniel McEntee, and his mailing address is Vinson & Elkins LLP, 1001 Fannin, Suite 2500, Houston, TX 77002-6760.

6. **Directors.** The names and addresses of the directors of the Corporation who shall serve until the first annual meeting of stockholders or until their successors have been duly elected and qualified (or until their earlier death, resignation or removal), are as follows:

<u>Name</u>	<u>Address</u>
Melvin C. Payne	3040 Post Oak Boulevard, Suite 300 Houston, TX 77056
L. William Heiligbrodt	3040 Post Oak Boulevard, Suite 300 Houston, TX 77056

7. **Bylaws.** In furtherance of, and not in limitation of, the powers conferred by the DGCL, the Board of Directors (the "*Board*") is expressly authorized to adopt, amend or repeal the bylaws of the Corporation by a majority vote of the Board.

8. **Compromises or Arrangements.** Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within

the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the Corporation under Section 291 of the DGCL or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under Section 279 of the DGCL order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agrees to any compromise or arrangement and to any reorganization of the Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

9. *Limitation of Director Liability; Indemnification.*

(a) Limitation of Director Liability. No director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL, or (iv) for any transaction from which the director derived an improper personal benefit.

(b) Indemnification and Insurance.

(i) Right to Indemnification. (A) Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "*proceeding*"), by reason of the fact that he or she or a person of whom he or she is the legal representative, is or was or has agreed to become a director or officer of the Corporation or is or was serving or has agreed to serve, at the request of the Corporation, in any capacity, with any corporation, partnership or other entity in which the Corporation has a partnership or other interest, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving or having agreed to serve as a director or officer of the Corporation, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder and shall inure to the benefit of his or her heirs, executors and administrators, and (B) the Corporation shall indemnify and hold harmless in such manner any person designated by the Board, or any committee thereof,

as a person subject to this indemnification provision, and who was or is made a party or is threatened to be made a party to a proceeding by reason of the fact that he, she or a person of whom he or she is the legal representative, is or was serving at the request of the Board as a director, officer, employee or agent of another corporation or a partnership, joint venture, trust or other enterprise whether such request is made before or after the acts taken or allegedly taken or events occurring or allegedly occurring which give rise to such proceeding; *provided, however*, that except as provided in subsection (b)(ii) of this Article 9, the Corporation shall indemnify any such person seeking indemnification pursuant to this subsection in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board. The right to indemnification conferred herein shall be a contract right based upon an offer from the Corporation which shall be deemed to have been made to a person subject to subsection (b)(i)(A) on the date this Certificate of Incorporation (this "*Certificate*") is effective and to a person subject to subsection (b)(i)(B) on the date designated by the Board, or any committee thereof, shall be deemed to be accepted, (i) in the case of a person subject to subsection (b)(i)(A) by such person's service or continued service as a director or officer of the Corporation for any period after the offer is made and (ii) in the case of a person subject to subsection (b)(i)(B), by such person's continued service in such capacity as such person was serving when designated as subject to subsection (b)(i)(B) by the Board, or any committee thereof, or if such person is no longer serving in such capacity, by such person's written acceptance and, in each case, shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; *provided further, however*, that if the DGCL requires, the payment of such expenses incurred by a current, former or proposed director or officer in his or her capacity as a director or officer or proposed director or officer (and not in any other capacity in which service was or is or has been agreed to be rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such indemnified person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article 9 or otherwise. The Corporation may, by action of the Board, provide indemnification or advancement to employees or agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

(ii) Right of Claimant to Bring Suit. If a claim under subsection (b)(i) of this Article 9 is not paid in full by the Corporation within thirty days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim to the fullest extent permitted by law. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the DGCL for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board,

independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including its Board, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(iii) Nonexclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred in this Article 9 shall not be exclusive of any other right which any person may have acquired or hereafter acquires under any law (common or statutory), provision of this Certificate, bylaw, agreement (including any indemnification agreement or employment agreement with the Corporation), vote of stockholders or disinterested directors or otherwise.

(iv) Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any person who is or was serving as a director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

(v) Nature of Rights. The rights conferred upon indemnitees in this Article 9 shall be contract rights and such rights shall continue as to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators. Any amendment, alteration or repeal of this Article 9 that adversely affects any right of an indemnitee or its successors shall be prospective only and shall not limit, eliminate, or impair any such right with respect to any proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such amendment or repeal.

(c) Savings Clause. If this Article 9 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify and hold harmless each current or former director and officer of the Corporation and each other indemnitee, as to costs, charges and expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement with respect to any proceeding to the full extent permitted by any applicable portion of this Article 9 that shall not have been invalidated and to the fullest extent permitted by applicable law.

10. Amendments. The Corporation shall have the right, subject to any express provisions or restrictions contained in this Certificate or bylaws of the Corporation, from time to time, to amend this Certificate or any provision hereof in any manner now or hereafter provided by law, and all rights and powers of any kind conferred upon a director or stockholder of the Corporation by this Certificate or any amendment hereof are subject to such right of the Corporation.

I, the undersigned, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the DGCL, do make this certificate, hereby declaring that this is my act and deed and that the facts herein stated are true, and accordingly have hereunto set my hand as of the date first set forth above.



Daniel McEntee, Incorporator

Signature Page to Carriage Management, Inc. Certificate of Incorporation