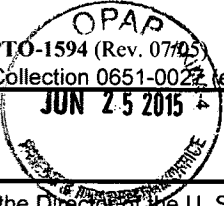


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06/29/2015



103672656

HEET
-Y

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

6/25/15

1. Name of conveying party(ies):

Foundation Partners Group, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware, USA

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wilmington Trust, National Association

Internal

Address: _____

Street Address: 50 South Sixth Street, Suite 1290

City: Minneapolis

State: MN

Country: USA

Zip: 55402

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other National Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) June 24, 2015

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
85/683858, 86/580421, 86/580499

B. Trademark Registration No.(s)
4560450, 4595977

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

see Schedule I

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jenny S. Lee

Internal Address: _____

Street Address: c/o Chapman and Cutler LLP
1270 Avenue of the Americas

City: New York

State: NY Zip: 10020

Phone Number: 212.655.2553

Fax Number: 212.655.3353

Email Address: jennylee@chapman.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date 06/30/2015 000013 85683858

b. Deposit Account Number _____ 40.00 OP
Authorized User Name _____ 100.00 OP

9. Signature:

Mitchell L. Garrett
Signature

June 25, 2015

Date

Mitchell L. Garrett

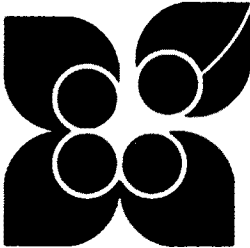
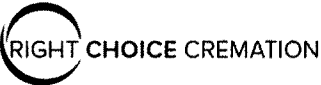
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

**SCHEDULE I
TO
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS**

Trademark Registrations

| Mark | Owner | Registration/Filing Date | Registration/Serial Number |
|---|--------------------------------------|-----------------------------|-------------------------------|
|  | Foundation Partners Group, LLC | July 1, 2014 | 4560450 |
| SHARELIFE | Foundation Partners Group, LLC | September 2, 2014 | 4595977 |
| SPECIAL MEMORIES OF LIFE | Foundation Partners Group, LLC | July 23, 2012 | 85683858 |
|  | Foundation Partners Group, LLC | March 30, 2015 | 86580421 |
| RIGHT CHOICE CREMATION | Foundation Partners Group, LLC | March 30, 2015 | 86580499 |

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of June 24, 2015 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Grantors party thereto (each an "Grantor" and collectively, the "Grantors") and Wilmington Trust, National Association, as Collateral Agent (the "Collateral Agent") for the holders of the Secured Obligations referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications set forth on Schedule 1 hereto to the Collateral Agent for the ratable benefit of the holders of the Secured Obligations.

The undersigned Grantor and the Collateral Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Remainder of page intentionally blank; signatures follow.

3808888
7007099

TRADEMARK
REEL: 005566 FRAME: 0574

Very truly yours,

FOUNDATION PARTNERS GROUP, LLC

By: *Robert Bukala*

Name: Robert Bukala

Title: Chief Financial Officer

Acknowledged and Accepted:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By: _____

Name:

Title:

SIGNATURE PAGE

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK
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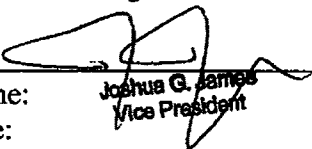
Very truly yours,

FOUNDATION PARTNERS GROUP, LLC

By: _____
Name:
Title:

Acknowledged and Accepted:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Joshua G. James
Title: Vice President

SIGNATURE PAGE

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS