

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM398921

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PEOPLE'S UNITED BANK, AS AGENT		09/15/2016	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SWENSON GRANITE COMPANY, LLC		
<b>Street Address:</b>	1209 Orange Street		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	ROCK OF AGES CORPORATION		
<b>Street Address:</b>	560 GRANITEVILLE RD		
<b>City:</b>	GRANITEVILLE		
<b>State/Country:</b>	VERMONT		
<b>Postal Code:</b>	05654		
<b>Entity Type:</b>	Corporation: VERMONT		
<b>Name:</b>	CAROLINA QUARRIES, INC.		
<b>Street Address:</b>	1209 Orange Street		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	PENNSYLVANIA GRANITE CORP.		
<b>Street Address:</b>	1508 CHESTER PIKE FOLCROFT		
<b>City:</b>	DELAWARE		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19032		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 22</b>			

CH \$565.00 2619394

Property Type	Number	Word Mark
Registration Number:	2619394	AMERICAN BLACK
Registration Number:	0611243	BALFOUR PINK
Registration Number:	2266141	BARRE GRAY
Registration Number:	2078467	BETHEL WHITE
Registration Number:	2957399	GARDENIA WHITE
Registration Number:	1244491	MIDNITE MIST
Registration Number:	0715546	REGAL
Registration Number:	0715545	REGAL R
Registration Number:	0641855	ROCK OF AGES
Registration Number:	1002808	ROCK OF AGES
Registration Number:	0286033	ROCK OF AGES
Registration Number:	1544467	ROCK OF AGES
Registration Number:	0641854	ROCK OF AGES
Registration Number:	0095516	"ROCK OF AGES"
Registration Number:	3050467	ROCK OF AGES
Registration Number:	2262419	SALISBURY PINK
Registration Number:	0715541	SALISBURY PINK
Registration Number:	0766054	SEALMARK
Registration Number:	0352207	STONE ETERNAL
Registration Number:	0352208	STONE ETERNAL
Registration Number:	1802738	STONE ETERNAL
Registration Number:	0795685	UNICRAFT

**CORRESPONDENCE DATA**

Fax Number: 2165790212

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 216-586-3939

Email: [creder@jonesday.com](mailto:creder@jonesday.com), [pcyngier@jonesday.com](mailto:pcyngier@jonesday.com)

Correspondent Name: CANDICE M. REDER

Address Line 1: 901 Lakeside Avenue

Address Line 2: JONES DAY

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	432756600001
NAME OF SUBMITTER:	CANDICE M. REDER
SIGNATURE:	/CANDICE M. REDER/
DATE SIGNED:	09/19/2016

Total Attachments: 3

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (the "Termination and Release") dated as of September 15, 2016, from People's United Bank, as agent (the "Agent"), to Swenson Granite Company, LLC, a Delaware limited liability company ("Swenson"), Rock of Ages Corporation, a Vermont corporation ("ROA"), Carolina Quarries, Inc., a Delaware corporation ("Carolina"), and Pennsylvania Granite Corp., a Pennsylvania corporation ("Pennsylvania") (each individually, a "Grantor" and collectively, the "Grantors").

WITNESSETH:

WHEREAS, in connection with the Revolving Credit, Term Loan and Security Agreement, dated as of January 19, 2011 (as amended, restated supplemented or otherwise modified from time to time, the "Credit Agreement"), between Swenson, ROA, Carolina and Pennsylvania (collectively, the "Borrowers"), the Agent and the financial institutions party thereto from time to time as lenders (the "Lenders"), the Grantors have executed that certain Intellectual Property Security Agreement, dated as of January 19, 2011, by and among the Grantors, in favor of the Agent (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on January 24, 2011 at Reel 004459 and Frame 0507; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the following property (including, without limitation, those items listed on Schedule A hereto):

(a) all of its registered United States trademarks and filed United States trademark applications, including, without limitation, those registered in the names of the Grantors and referred to on Schedule A hereto, together with all renewals, reversions and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (a) above;

(c) all applications, registrations, claims, products, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by any Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto, proceeds and products thereof (including, without limitation, any proceeds resulting under insurance policies) including, without limitation, all cash, royalty fees, other proceeds, accounts and general intangibles that consist of rights of payment to or on behalf of any Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the foregoing by or on behalf of any Grantor; and


(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

PEOPLE'S UNITED BANK, as Agent

By:   
Name: Matthew Passer  
Title: S.V.P.

Schedule A

U.S. TRADEMARKS

Grantor	Trademark	Owner	Status in Trademark Office	Federal Registration No.	Registration Date
ROA	AMERICAN BLACK	ROA	Registered	2619394	9/17/2002
ROA	BALFOUR PINK	ROA	Registered	611243	8/30/1955
ROA	BARRE GRAY	ROA	Registered	2266141	8/3/1999
ROA	BETHEL WHITE	ROA	Registered	2078467	7/15/1997
ROA	GARDENIA WHITE	ROA	Registered	2957399	3/31/2005
ROA	MIDNITE MIST	ROA	Registered	1244491	7/5/1983
ROA	REGAL	ROA	Registered	715546	5/16/1961
ROA	REGAL R & SHIELD SEAL DESIGN	ROA	Registered	715545	5/16/1961
ROA	ROCK OF AGES	ROA	Registered	641855	2/19/1957
ROA	ROCK OF AGES & BROKEN CIRCLE SEAL DESIGN	ROA	Registered	1002808	1/28/1975
ROA	ROCK OF AGES & SPECKLED CIRCLE SEAL DESIGN	ROA	Registered	286833	8/11/1931
ROA	ROCK OF AGES & SQUARE SEAL DESIGN	ROA	Registered	1544467	6/20/1989
ROA	ROCK OF AGES & UNBROKEN CIRCLE SEAL DESIGN	ROA	Registered	641854	2/19/1957
ROA	ROCK OF AGES & UNBROKEN CIRCLE SEAL DESIGN	ROA	Registered	95516	2/24/1914
ROA	ROCK OF AGES (STYLIZED) & SQUARE SEAL DESIGN	ROA	Registered	3050467	1/24/2006
ROA	SALISBURY PINK	ROA	Registered	2262419	7/20/1999
ROA	SALISBURY PINK	ROA	Registered	715541	5/16/1961
ROA	SEALMARK	ROA	Registered	766854	3/3/1964
ROA	STONE ETERNAL	ROA	Registered	352207	11/23/1937
ROA	STONE ETERNAL	ROA	Registered	352208	11/23/1937
ROA	STONE ETERNAL & HORIZONTAL DIAMOND STEEL	ROA	Registered	1802738	11/2/1993
ROA	UNICRAFT	ROA	Registered	795685	9/7/1965