

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399238

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rock of Ages Corporation		09/15/2016	Corporation: VERMONT
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Subordinate Agent		
Street Address:	100 King Street West, 18th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5X 1A1		
Entity Type:	Banking Corp.: CANADA		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	2619394	AMERICAN BLACK	
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:	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	

OP \$490.00 2619394

CORRESPONDENCE DATA**Fax Number:**

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Andrea Gniadek

Address Line 1: 111 West Monroe Street

Address Line 2: Chapman and Cutler LLP

Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Andrea Gniadek
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SIGNATURE:	/Michael Barys/
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DATE SIGNED:	09/21/2016
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Total Attachments: 11

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies):

Rock of Ages Corporation

- Individual(s)
- Partnership
- Corporation- State: Vermont
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) September 15, 2016

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of Montreal, as Subordinate Agent

Street Address: 18th Floor, 100 King Street West

City: Toronto

State: Ontario

Country: Canada Zip: M5X 1A1

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Banking Corp. Citizenship Canada

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)

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

A. Trademark Application No.(s) _____ Text _____

See Schedule B

B. Trademark Registration No.(s) _____

See Schedule B

Additional sheet(s) attached? Yes No

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

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

Name: Andrea Gniadek

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-5132

Docket Number: 4214870

Email Address: _____

6. Total number of applications and registrations involved:

19

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

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Andrea Gniadek for Chapman and Cutler LLP

Signature

September 15, 2016

Date

Andrea Gniadek, Project Assistant

Name of Person Signing

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

11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

This IP Security Agreement and the indebtedness evidenced hereby are subordinate in the manner and to the extent set forth in that certain Intercreditor Agreement (as amended, supplemented, restated or otherwise modified from time to time as permitted therein, the "Intercreditor Agreement"), dated as of September 15, 2016 among, *inter alia*, the Agent, the Senior Agent and the Obligors, as such agreement may be amended, restated, supplemented or replaced from time to time; and the Agent party hereto, by its acceptance hereof, shall be bound by the provisions of the Intercreditor Agreement.

EXECUTION VERSION

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "IP Security Agreement") dated September 15, 2016, is made by Rock of Ages Corporation, a Vermont corporation (together with its successors, by amalgamation or otherwise, and permitted assigns, being hereinafter referred to collectively as the "Grantor"), in favor of Bank of Montreal ("BMO"), as administrative agent hereunder for the Secured Creditors (as defined in the Security Agreement referred to below) (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as the "Agent").

WHEREAS, the Grantor has entered into a Security Agreement dated as of September 15, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), with the Agent. Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement or the Credit Agreement referred to therein, as applicable..

AND WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Agent, for the benefit of the Agent and the Secured Creditors, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Agent for the benefit of the Agent and the Secured Creditors a security interest in all of the Grantor's right, title and interest in and to the following (the "Collateral"):

- (a) the United States patents and patent applications set forth in Schedule A hereto (the "Patents");
- (b) the United States trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "Trademarks or Service Marks");
- (c) ~~all copyrights, whether registered or unregistered, now owned or hereafter~~ acquired by the Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");

- (d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;
- (e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Secured Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Secured Obligations of the Grantor.

SECTION 3. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Intercreditor Agreement. The parties hereto each acknowledge and agree that this IP Security Agreement is subject to the provisions of the Intercreditor Agreement and, notwithstanding any provision hereof to the contrary, shall be carried out in accordance with the terms and provisions thereof.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ROCK OF AGES CORPORATION, as Grantor

By: _____

Name: Patrick Pérus

Title: Chief Executive Officer

ACCEPTED and ACKNOWLEDGED by:

BANK OF MONTREAL, as Agent

By: _____

Name:

Title:

By: _____

Name:

Title:

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT - ROCK OF AGES CORPORATION - SUBORDINATE]

TRADEMARK
REEL: 005882 FRAME: 0277

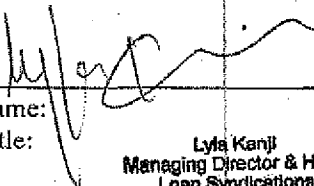
IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ROCK OF AGES CORPORATION, as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED and ACKNOWLEDGED by:

BANK OF MONTREAL, as Agent

By:  _____
Name: _____
Title: _____
Lyle Kanji
Managing Director & Head
Loan Syndications

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT – ROCK OF AGES CORPORATION - SUBORDINATE]

Schedule A
to
Intellectual Property Security Agreement

PATENTS

I. PATENT REGISTRATIONS

None.

II. PATENT APPLICATIONS

None.

Schedule B
to
Intellectual Property Security Agreement

TRADEMARKS

I. TRADEMARK REGISTRATIONS

Trademark	Date	Number	Status
AMERICAN BLACK (U.S. Customs Registration)	12/1/99	75-860,872	Registered – Principal Register 9/17/02 #2,619,394
BARRE GRAY (U.S. Customs Registration)	8/8/97	75-337,932	Registered – Principal Register 8/3/99 #2,266,141
BETHEL WHITE (U.S. Customs Registration)	9/26/95	74-736,465	Registered- - Principal Register 7/15/97 #2,078,467
GARDENIA WHITE (U.S. Customs Registration)	12/3/98	75-599,124	Registered – Principal Register 5/31/05 #2,957,399
MIDNITE MIST	12/18/81	73-342,299	Registered – Principal Register 7/5/1983 #1,244,491
REGAL	9/6/60	72-103,965	Registered – Principal Register 5/16/61 #715,546
ROCK OF AGES	6/8/56	72-009,897	Registered – Principal Register 2/19/57 #641,855

Trademark	Date	Number	Status
ROCK OF AGES & BROKEN CIRCLE SEAL DESIGN	1/1/74	73-010,653	Registered – Principal Register 1/28/75 #1,002,808
ROCK OF AGES & SPECKLED CIRCLE SEAL DESIGN	4/13/31	71-313,358	Registered – Principal Register 8/11/31 #286,033
ROCK OF AGES & SQUARE SEAL DESIGN	9/22/88	73-753,457	Registered – Principal Register 6/20/89 #1,544,467
ROCK OF AGES & UNBROKEN CIRCLE SEAL DESIGN	5/18/56	72-008,576	Registered – Principal Register 2/19/57 #641,854
ROCK OF AGES & UNBROKEN CIRCLE SEAL DESIGN	10/23/13	71-073,570	Registered – Principal Register 2/24/14 #95516
ROCK OF AGES (STYLIZED) & SQUARE SEAL DESIGN	1/21/05	78-551,368	Registered – Principal Register 1/24/06 #3,050,467
SALISBURY PINK (U.S. Customs Registration)	12/22/97	75-408,089	Registered – Principal Register 7/20/99 #2,262,419
SALISBURY PINK (U.S. Customs Registration)	11/19/59	72-085,657	Registered – Principal Register 5/16/61 #715,541
SEALMARK	1/25/63	72-161,423	Registered – Principal Register 3/3/64 #766,054

Trademark	Date	Number	Status
STONE ETERNAL	6/1/37	71-393,482	Registered – Principal Register 11/23/37 #352,207
STONE ETERNAL	6/1/37	71-393,483	Registered – Principal Register 11/23/37 #352,208
STONE ETERNAL & HORIZONTAL DIAMOND STEEL	6/29/92	74-289,018	Registered – Principal Register 11/2/93 #1,802,738

II. TRADEMARK APPLICATIONS

None.

Schedule C
to
Intellectual Property Security Agreement

COPYRIGHTS

I. COPYRIGHT REGISTRATIONS

Entity Name	Copyright	Status	Number	Date
Rock of Ages Corporation*	Carved in Stone: A History of the Barre Granite Industry / by Rod Clarke	Registered	TX 2-516-228	02/24/1989
Rock of Ages Corporation*	The Garden of Gethsemane	Registered	V Au 56-553	05/05/1983
Rock of Ages Corporation*	Nesting Orioles	Registered	V Au 56-555	05/05/1983
Rock of Ages Corporation*	Reflection of a Country Church	Registered	V Au 56-556	05/05/1983
Rock of Ages Corporation*	Rock of Ages Corporation Security Plan Agreement	Registered	TX 2-686-729	10/27/1989
Rock of Ages Corporation*	The Craftsman Brochure	Registered	TX 240-561	05/07/1975
Rock of Ages Corporation*	Rock of Ages: A Legacy of Excellence	Registered	PA 1-105-575	07/15/2002
Rock of Ages Corporation*	Rock of Ages Sales Training Manual	Registered	TX 2-524-097	02/24/1989
Rock of Ages Corporation*	The Rock of Ages Story / by Todd Paton	Registered	TX 5-817-909	07/29/2003
Rock of Ages Corporation*	Sacred Heart	Registered	V Au 56-557	05/05/1983
Rock of Ages Corporation*	View Through Covered Bridge	Registered	V Au 56-558	05/05/1983
Rock of Ages Corporation*	White Tailed Deer	Registered	V Au 56-554	05/05/1983

The above copyrights identified on this Schedule with an * are registered to predecessors of the Grantor and/or its subsidiaries. The Grantor and the subsidiaries have not and do not intend to

take any further action to correct the relevant registration records and make no representation as to the transferability of such intellectual property.

II. COPYRIGHT APPLICATIONS

None.

III. COPYRIGHT LICENSES

None.