

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418976

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Associated Bank		03/08/2017	Corporation:
RECEIVING PARTY DATA			
Name:	The Clark Grave Vault Company		
Street Address:	375 E. Fifth Avenue		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43201		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	71246195	CLARK GRAVE VAULT	
Serial Number:	74248277	CLARK GRAVE VAULT	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Email:	agates@dbllaw.com		
Correspondent Name:	Angela Gates		
Address Line 1:	207 Thomas More Parkway		
Address Line 4:	Crestview Hills, KENTUCKY 41017		
NAME OF SUBMITTER:	Angela Gates		
SIGNATURE:	/Angela Gates/		
DATE SIGNED:	03/09/2017		
Total Attachments: 4			
source=ClarkVaultCompany_SI_Release#page1.tif			
source=ClarkVaultCompany_SI_Release#page2.tif			
source=ClarkVaultCompany_SI_Release#page3.tif			
source=ClarkVaultCompany_SI_Release#page4.tif			

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TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION OF SECURITY INTEREST IN TRADEMARKS ("**Release**") is made and effective as of March 8, 2017 and granted by Associated Bank, a national association with its principal place of business located at 333 E. Kilbourn Avenue Milwaukee, Wisconsin 53202 (the "**Secured Party**"), in favor of The Clark Grave Vault Company, an Ohio corporation with its principal place of business at 375 E. Fifth Avenue, Columbus, Ohio 43201, (the "**Grantor**") and its successors, assigns and legal representatives.

WHEREAS, Grantor is the owner of record of the trademarks listed on the attached Exhibit A, now issued or pending in the United States Patent and Trademark Office (collectively, the "**Perfected Trademarks**");

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of December 31, 2014, as amended (the "**Loan Agreement**") by and between the Grantor and the Secured Party, Grantor granted to Secured Party a security interest in and to all of the trademark applications/trademarks, now owned or from time to time acquired by the Borrower, including, without limitation, the Perfected Trademarks (collectively, the "**Trademarks**");

WHEREAS, to evidence the security interest granted to Secured Party under the Loan Agreement, Secured Party recorded, with the United States Patent and Trademark Office, that certain Notice of Security Interest in Trademarks dated January 23, 2015, recorded at Reel No. 5445, Frame No. 0833 (the "**Notice**");

WHEREAS, Secured Party and Grantor have mutually agreed to exclude the Trademarks as collateral for the credit facilities evidenced by the Loan Agreement;

WHEREAS, the Grantor has requested that the Secured Party enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Secured Party may have in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Secured Party hereby states as follows:

1. Release of Security Interest. Secured Party, its successors, legal representatives and assigns, hereby releases and reassigns to the Grantor any and all liens, security interests, right, title and interest of the Trademarks, including without limitation the Perfected Trademarks, without recourse or representation or warranty, express or implied. This release, discharge and reassignment to the Grantor includes the following:

- a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including all trademark registrations and applications, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof;

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- b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;
- d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Authorization to Release. Secured Party authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to note and record the existence of the release hereby given.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

IN WITNESS WHEREOF, Secured Party has caused this Release of Security Interest in Trademarks to be signed by its duly authorized representative as of this 8th day of March, 2017.

Secured Party:

**ASSOCIATED BANK,
a national association**

By: 

Name: J. BRENT THOMAS

Title: SENIOR VICE PRESIDENT

Exhibit A

Serial Number: 71246195

Registration Number: 230725

Filing Date: 03/23/1927

Registration Date: 08/02/1927

Mark: Clark Grave Vault

Drawing Type: An illustration drawing which includes word(s)/letter(s)/ number(s)

Serial Number: 74248277

Registration Number: 1782692

Filing Date: 02/21/1992

Registration Date: 07/20/1993

Mark: Clark Grave Vault

Drawing Type: An illustration drawing which includes word(s)/letter(s)/ number(s)