

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM444291

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GATEWAY SERVICES (USA), LLC		09/22/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL LLC, AS COLLATERAL AGENT		
Street Address:	666 FIFTH AVENUE, 18TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4671822	CEDAR HILLS	
Registration Number:	4681360	PET ANGEL MEMORIAL CENTER	
Registration Number:	3607472	PET ANGEL WORLD SERVICES	
Registration Number:	3517982	LOVE NEVER LEAVES	
Registration Number:	3525471	PET ANGEL MEMORIAL CENTER	
Registration Number:	3528829	PET ANGEL WORLD SERVICES	
Registration Number:	2589830	MY PET ANGEL	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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>			
Phone:	7145401235		
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	053644-0120		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		

OP \$190.00 4671822

DATE SIGNED:	09/25/2017
Total Attachments: 6 source=Gateway - Trademark Security Agreement Executed#page1.tif source=Gateway - Trademark Security Agreement Executed#page2.tif source=Gateway - Trademark Security Agreement Executed#page3.tif source=Gateway - Trademark Security Agreement Executed#page4.tif source=Gateway - Trademark Security Agreement Executed#page5.tif source=Gateway - Trademark Security Agreement Executed#page6.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 22, 2017 (this "Agreement"), is made by each of the signatories hereto indicated as a "Grantor" (each, a "Grantor" and collectively, the "Grantors") in favor of GOLUB CAPITAL LLC, as collateral agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Agent").

WHEREAS, pursuant to that certain Credit Agreement, dated as of September 22, 2017, among GATEWAY US HOLDINGS, INC, a Delaware limited liability company (the "US Borrower"), GATEWAY SERVICES INC., an Ontario corporation (the "Canadian Borrower" and, together with the US Borrower, the "Borrowers"), the guarantors parties thereto and the Agent (as amended, restated, supplemented or otherwise modified or replaced from time to time, the "Credit Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein, to the Borrowers; and

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrowers under the Credit Agreement, the Grantors entered into a Pledge and Security Agreement dated as of September 22, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") between each of the Grantors and the Agent, pursuant to which each of the Grantors assigned, transferred and granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Pledge and Security Agreement, each Grantor agreed to execute and this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agree with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and

general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

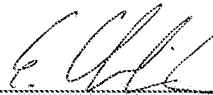
SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

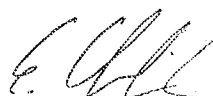
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

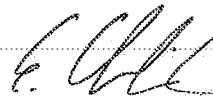
FINAL GIFT USA, LLC,
as Grantor

By: 
Name: Gene Shkolnik
Title: Secretary

GATEWAY SERVICES (USA), LLC,
as Grantor

By: 
Name: Gene Shkolnik
Title: Secretary

**FOND MEMORIES PET CEMETERY &
CREMATORIUM, INC.,**
as Grantor

By: 
Name: Gene Shkolnik
Title: Secretary

[Signature page to Trademark Security Agreement]

Accepted and Agreed:

GOLUB CAPITAL LLC,
as Agent

By:

A handwritten signature in black ink, appearing to read 'M. Robinson', written over a horizontal line.



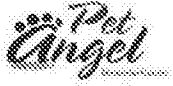

Name: Marc C. Robinson
Title: Managing Director



[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 006160 FRAME: 0072

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Mark	Serial No.	Filing Date	Registration No.	Registration Date
FINAL GIFT USA, LLC	FINAL GIFT 	77295472	10/3/2007	Reg. No. 3440296	6/3/2008
GATEWAY SERVICES (USA), LLC	CEDAR HILLS	86324358	6/30/2014	Reg. No. 4671822	1/13/2015
GATEWAY SERVICES (USA), LLC	PET ANGEL MEMORIAL CENTER 	86310009	6/15/2014	Reg. No. 4681360	2/3/2015
GATEWAY SERVICES (USA), LLC	PET ANGEL WORLD SERVICES	77507700	6/25/2008	Reg. No. 3607472	4/14/2009
GATEWAY SERVICES (USA), LLC	LOVE NEVER LEAVES	77362446	1/2/2008	Reg. No. 3517982	10/14/2008
GATEWAY SERVICES (USA), LLC	PET ANGEL MEMORIAL CENTER 	77335050	11/21/2007	Reg. No. 3525471	10/28/2008
GATEWAY SERVICES (USA), LLC	PET ANGEL WORLD SERVICES 	77335033	11/21/2007	Reg. No. 3528829	11/4/2008

GATEWAY SERVICES (USA), LLC	MY PET ANGEL	76201781	1/30/2001	Reg. No. 2589830	7/2/2002
FOND MEMORIES PET CEMETERY & CREMATORIUM, INC.	FOND MEMORIES PET CEMETERY & CREMATORIUM	87343780	2/21/2017		
FOND MEMORIES PET CEMETERY & CREMATORIUM	Design Only ¹ 	87195256	10/6/2016		
FOND MEMORIES PET CEMETERY & CREMATORIUM	FOND MEMORIES PET CEMETERY & CREMATORIUM	86577078	3/26/2015	Reg. No. 4962612	24-May-16
FOND MEMORIES PET CEMETERY & CREMATORIUM	BEFORE HEAVEN, THERE'S FOND MEMORIES	86578069	3/26/2015	Reg. No. 4962615	24-May-16
FOND MEMORIES PET CEMETERY & CREMATORIUM	Design Only 	85739785	9/27/2012	Reg. No. 4338557	21-May-13

¹ Intent to use.