

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444803

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Directors Advantage, Inc.		12/02/2016	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	SCI Shared Resources, LLC		
Street Address:	1929 Allen Parkway		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77019		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4532441	CREMATION.COM	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<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:	2146515917		
Email:	ipdocketing@haynesboone.com		
Correspondent Name:	Purvi Patel Albers, Haynes and Boone, LL		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	40186.84		
NAME OF SUBMITTER:	Jessica Foda		
SIGNATURE:	/Jessica Foda/		
DATE SIGNED:	09/27/2017		
Total Attachments: 2			
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OP \$40.00 4532441

TRADEMARK ASSIGNMENT
(Registered Trademark)

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of December 2, 2016 (the "Effective Date"), by and between Directors Advantage, Inc. (the "Transferor"), and SCI Shared Resources, LLC (the "Transferee").

WITNESSETH:

WHEREAS, Transferor and Transferee have entered into a Trademark and Domain Name Purchase Agreement dated as of December 2, 2016 (the "Purchase Agreement"), pursuant to which, among other things, Transferor has agreed to assign all of its rights, title and interests in, and Transferee has agreed to assume all of Transferor's duties and obligations under the trademark CREMATION.COM U.S. Registration No. 4532441 depicted on Exhibit A (the "Business Trademark"); and

WHEREAS, as of the Effective Date Transferor desires to assign and grant to Transferee and Transferee desires to acquire a single, undivided interest in and to the Business Trademark.

NOW, THEREFORE, in consideration of the premises, representations and warranties and the mutual covenants and set forth herein and other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned intending to be legally bound, hereby agree as follows:

1. Definitions. All capitalized terms used in this Assignment but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.
2. Assignment and Assumption. As of the Effective Date Transferor hereby contributes, assigns, grants, conveys and transfers to Transferee, and Transferee hereby accepts and assumes from Transferor, all of Transferor's right, title and interest, in and to the Business Trademark, together with all goodwill associated therewith. From and after the Effective Date Transferee hereby accepts such assignment relating to such Business Trademark and assumes all of Transferor's duties and obligations under such Business Trademark and agrees to pay, perform and discharge all of the obligations of Transferor under such Business Trademark.
3. Terms of the Assignment. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, conditions, restrictions, limitations, covenants, agreements and indemnities, relating to such Business Trademark are incorporated herein by this reference.
4. Governing Law. The validity, interpretation, performance and enforcement of this Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Texas without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas.

5. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by both Transferor and Transferee.

6. Attorneys' Fees. If any legal proceeding is brought to enforce or interpret the terms of this Agreement, or to recover damages for breach hereof, the prevailing party shall be entitled to reasonable attorneys' fees, as well as costs and disbursements, in addition to any other relief to which such party is entitled.

7. Counterparts. This Assignment may be signed in any number of counterparts, each of which (when executed and delivered) shall constitute an original instrument, but all of which together shall constitute one and the same instrument. Delivery of a counterpart of this Assignment by facsimile or PDF shall be as effective as delivery of an original.

8. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment to be effective as of the date first above written.

Directors Advantage, Inc., as Transferor

By Ellen Bowker
Name: Ellen Bowker
Title: President

SCI Shared Resources, LLC, as Transferee

By CB
Name: Curtis G. Briggs
Title: Vice President