

Form PTO-1594 (Rev. 6-12)
OMB Collection 0651-0027 (exp. 04/30/2018)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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):

CARRIAGE FUNERAL HOLDINGS, INC.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- 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) May 31, 2018

- 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 America, N.A., as Administrative Agent

Street Address: 901 Main Street, Mail Code TX1-492-14-06

City: Dallas

State: Texas

Country: US Zip: 75202

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- National Banking Association Other _____ Citizenship United States

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 _____

B. Trademark Registration No.(s) _____

See attached Recordation Form Cover Sheet Part 2

Additional sheet(s) attached? Yes No

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

See attached Recordation Form Cover Sheet Part 2

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

Name: Mona Hernandez

Internal Address: _____

Street Address: 1000 Louisiana Street, Suite 1700

City: Houston

State: TX Zip: 77002

Phone Number: 713.374.3571

Docket Number: 116281.016000

Email Address: hernandezm@gtlaw.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$195.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 50-2638

Authorized User Name Ben D. Tobar

9. Signature: _____ /Lou Ann Brunenn/

June 18, 2018

Signature

Date

Lou Ann Brunenn

Name of Person Signing

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

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

Form PTO-1594 (Rev. 6-12)
OMB Collection 0651-0027 (exp. 04/30/2018)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

<u>Country/State</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Florida	Fuller	T11000000856	08/31/2011
Florida	Fuller Metz Cremation And Funeral Services	T11000000857	08/31/2011
Florida	Fuller Funeral Home And Cremation Service	T11000000855	08/31/2011
Florida	Fuller Cremation Center	T11000000854	08/31/2011
Illinois	Dieterle Memorial Home	101482	03/30/2010
Illinois	HIRSCH FUNERAL HOMES — WITH LOGO — WORDS APPEAR IN SPECIFIC CONFIGURATION	101404	03/04/2010
Illinois	HIRSCH WEST END FUNERAL HOMES — WITH LOGO — WORDS APPEAR IN STYLIZED PRINT IN SPECIFIC CONFIGURATION	101403	03/04/2010

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of May 31, 2018, is made between CARRIAGE FUNERAL HOLDINGS, INC., a Delaware corporation ("Grantor"), and BANK OF AMERICA, N.A., as administrative agent (together with any successors thereto in such capacity, "Administrative Agent") for each of the Secured Creditors.

Background.

Pursuant to the Credit Agreement dated as of May 31, 2018 (such agreement, together with all amendments and restatements thereto, the "Credit Agreement"), among Carriage Services, Inc. a Delaware corporation ("Borrower"), the Lenders party thereto (each, singly, a "Lender", and collectively, the "Lenders"), and Bank of America, N.A., as Administrative Agent, Lenders and L/C Issuer have extended commitments to make Credit Extensions to and for the benefit of Borrower.

In connection with the Credit Agreement, Grantor, Administrative Agent and the other Debtors party thereto have executed and delivered the Security Agreement dated as of May 31, 2018 (such agreement, together with all amendments and restatements thereto, the "Security Agreement").

Pursuant to the Credit Agreement and the Security Agreement, Grantor is required to execute and deliver this Agreement and to grant to Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations.

Grantor is a Subsidiary of Borrower.

Grantor has duly authorized the execution, delivery and performance of this Agreement.

It is in the best interests of Grantor to execute this Security Agreement inasmuch as Grantor will derive substantial direct and indirect benefits from the Credit Extensions made from time to time to or for the benefit of Borrower by Lenders and L/C Issuer pursuant to the Credit Agreement and from the other credit extensions made other Secured Creditors to or for the benefit of Borrower and any other Loan Party.

Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lenders and L/C Issuer to make Credit Extensions (including the initial Credit Extension) to Borrower pursuant to the Credit Agreement, and the other Secured Creditors to extend credit to or for the benefit of Borrower or any other Loan Party, Grantor agrees, for the benefit of Administrative Agent and each other Secured Creditor, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, Grantor does hereby mortgage, pledge and hypothecate to Administrative Agent, and grant to Administrative Agent a security interest in, for its benefit and the benefit of each Secured Creditor, all right, title, and interest in and to all of the following property, whether now owned or hereafter acquired or existing (the "Trademark Collateral");

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark") referred to in Item A of Schedule 1 attached hereto, all registrations and recordings thereof, and all registration and recording applications filed with any Governmental Authority in connection therewith, and all extensions or renewals thereof;

(b) any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned or which otherwise has the right to license, or granting any right to use any Trademark now or hereafter owned by any third party, and all rights under any such agreement (all of the foregoing items in this clause (b) being collectively called a "Trademark License") referred to in Item B of Schedule 1 attached hereto;

(c) all goodwill associated therewith or symbolized by the items described in, clauses (a) and (b), all other assets, rights and interests that uniquely reflect or embody such goodwill;

(d) all rights to use and/or sell any of the items in clauses (a), (b) and (c);

(e) the portion of the business to which each Trademark pertains;

(f) all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing; and

(g) all proceeds of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in the United States and any state thereof. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Administrative Agent for its benefit and the benefit of each Secured Creditor under the Security Agreement. The Security Agreement (and all rights and remedies of Administrative Agent and each Secured Creditor thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon the occurrence of the Release Date, Administrative Agent shall, at Grantor's expense, execute and deliver to Grantor all instruments

and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

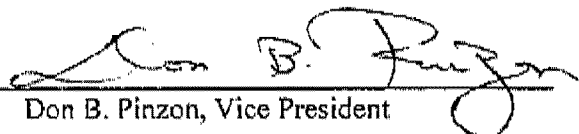
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CARRIAGE FUNERAL HOLDINGS, INC.

By: 

Carl Benjamin Brink
Treasurer

BANK OF AMERICA, N.A., as Administrative Agent

By: 
Don B. Pinzon, Vice President

SCHEDULE 1
to Trademark
Security Agreement

Item A. Trademarks

Registered Trademarks

<u>Country/State</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.	Lane	1803498	11/09/1993
U.S.	Fred Talley's	2291909	11/16/1999
U.S.	Steen	2422453	01/23/2001
U.S.	Hennessy Bagnoli	2478137	08/14/2001
U.S.	Bunkers	2503582	11/06/2001
U.S.	Martin Wilson	2603453	08/06/2002
U.S.	Sidun	3215690	03/06/2007
Florida	Fuller	T11000000856	08/31/2011
Florida	Fuller Metz Cremation And Funeral Services	T11000000857	08/31/2011
Florida	Fuller Funeral Home And Cremation Service	T11000000855	08/31/2011
Florida	Fuller Cremation Center	T11000000854	08/31/2011
Illinois	Dieterle Memorial Home	101482	03/30/2010
Illinois	HIRSCH FUNERAL HOMES — WITH LOGO — WORDS APPEAR IN SPECIFIC CONFIGURATION	101404	03/04/2010
Illinois	HIRSCH WEST END FUNERAL HOMES — WITH LOGO — WORDS APPEAR IN STYLIZED PRINT IN SPECIFIC CONFIGURATION	101403	03/04/2010

Pending Trademark Applications

<u>Country/State</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
----------------------	------------------	-------------------	--------------------

Item B. Trademark Licenses

<u>Country/State</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
----------------------	------------------	-----------------	-----------------	-----------------------	------------------------



Transmittal Cover Sheet

From:
Mona Hernandez

Tel:
713.374.3571

E-Mail:
hernandezm@gtlaw.com

To:	Fax No:	Company:	Phone No.:
Mail Stop Assignment Recordation Branch	571.273 0140	United States Patent & Trademark Office	

File No.: 116281.016000

Re: Trademark Security Agreement – Carriage Funeral Holdings, Inc.

Date: June 18, 2018

No. Pages: Including Cover Sheet 10

If you do not receive all pages properly, please call the sender.

Notes:

Also sent via: US Mail Overnight Messenger Email No Other

The information contained in this transmission is attorney privileged and confidential. It is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone collect and return the original message to us at the address below via the U.S. Postal Service. We will reimburse you for your postage. Thank you.

1000 Louisiana, Suite 1700, Houston, Texas 77002 Phone: 713.374.3500 Fax: 713.374.3505

HOU 408478571v1

RECORDED: 06/18/2018

TRADEMARK
REEL: 006354 FRAME: 0862