

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529703

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
StoneMor Operating LLC		06/27/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Collateral Agent		
Street Address:	246 Goose Lane		
Internal Address:	Suite 105		
City:	Guilford		
State/Country:	CONNECTICUT		
Postal Code:	06437		
Entity Type:	Bank: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4775107	STONEMOR	
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>			
Phone:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Ste 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1102067		
NAME OF SUBMITTER:	Karen S. Cottrell		
SIGNATURE:	/Karen S. Cottrell/		
DATE SIGNED:	06/28/2019		
Total Attachments: 5			
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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of June 27, 2019, is made by and among the Grantors listed on the signature pages hereof (each, a “Grantor” and collectively, the “Grantors”), in favor of Wilmington Trust, National Association, as collateral agent (in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties in connection with that certain Indenture, dated as of June 27, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Indenture”), by and among StoneMor Partners L.P., a Delaware limited partnership (the “Partnership”), Cornerstone Family Services of West Virginia Subsidiary, Inc., a West Virginia corporation (the “Co-Issuer” and, together with the Partnership, the “Issuers”), the Collateral Agent and Wilmington Trust, National Association, as Trustee.

WITNESSETH:

WHEREAS, pursuant to the Indenture the Issuers have issued the Notes upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Indenture, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered the Collateral Agreement, dated as of June 27, 2019, in favor of the Collateral Agent, acting for the benefit of the Secured Parties (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Collateral Agreement”);

WHEREAS, pursuant to the Collateral Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, in consideration of the premises and to induce the Collateral Agent and the Secured Parties to enter into the Indenture and to induce the Noteholder Parties to purchase the Notes under the Indenture, the Grantors hereby agree with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, shall have the meanings assigned to such terms in the Indenture and the Collateral Agreement, as applicable.

2. Grant of Security Interest. Each Grantor, as collateral security for the prompt and complete Payment in Full and performance when due (whether at the stated maturity, by acceleration or otherwise) in full of the Secured Obligations, hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a Lien on and security interest in all of such Grantor’s right, title and interest in, to and under its Trademarks (including, without limitation, those items listed on Schedule A hereto) that are not Excluded Property, including the goodwill associated with such Trademarks and the right to receive all proceeds therefrom (collectively, the “Collateral”).

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement. The security interest granted hereby has been granted to the Secured Parties in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Collateral

Agreement (and all rights, powers and remedies of the Collateral Agent for the benefit of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights, powers and remedies of the Collateral Agent for the benefit of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture and the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Collateral Agreement, the terms of the Collateral Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Indenture, the terms of the Indenture shall govern.

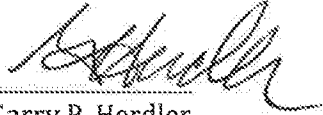
5. Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or other electronic transmission), each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

7. Wilmington Trust, National Association is entering this Agreement solely in its capacity as Collateral Agent for the Secured Parties under the Indenture and not in its individual or corporate capacity. In acting hereunder and under the Collateral Agreement, the Collateral Agent shall be entitled to all of the rights, privileges, immunities, indemnities and benefits granted to the Collateral Agent under the Indenture, including without limitation those set forth in Articles X and XIV of the Indenture, as if such rights, privileges, immunities, indemnities and benefits were expressly set forth herein.

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.

StoneMor Operating LLC,
as a Grantor

By: 
Name: Garry P. Herdler
Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in Trademark Rights]

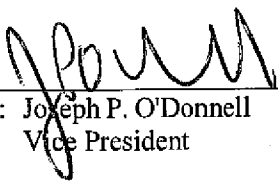
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as the Collateral Agent

By: _____

Name: Joseph P. O'Donnell

Title: Vice President



[Signature Page to Grant of Security Interest in Trademark Rights]

SCHEDULE A

Trade mark

OWNER	TRADEMARK	JURISDICTION	REGISTRATION NUMBER (SERIAL NUMBER)	REGISTRATION DATE (FILING DATE)
StoneMor Operating LLC	STONEMOR	USA	4,775,107 (86144928)	July 21, 2015 (December 16, 2013)

U.S. Trademark Applications

None.

Trademark Licenses

None.