

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM531729

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Orchard Hill Memorial Park, LLC		07/03/2019	Limited Liability Company: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A., as Agent		
<b>Street Address:</b>	111 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4810090	PAWPALS	
<b>Registration Number:</b>	4791970	PAWPALS	
<b>Serial Number:</b>	87175180	HACHI AND PROFESSOR UENO	
<b>Serial Number:</b>	87175177		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8888295819		
<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>			
<b>Phone:</b>	888-829-5817		
<b>Email:</b>	katie.harej@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	208 South LaSalle St.		
<b>Address Line 2:</b>	Suite 814		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60604		
<b>NAME OF SUBMITTER:</b>	Diandra M. LaMantia		
<b>SIGNATURE:</b>	/Diandra M. LaMantia/		
<b>DATE SIGNED:</b>	07/12/2019		
<b>Total Attachments: 5</b>			
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### 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):**

Orchard Hill Memorial Park, LLC

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other limited liability company \_\_\_\_\_

Citizenship (see guidelines) New Jersey

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) July 3, 2019

- Assignment                       Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  
 No

Name: BMO Harris Bank N.A., as Agent

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois

Country: USA                      Zip: 60603

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship USA  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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

67175160 ; 67175177

B. Trademark Registration No.(s)

4810090; 4791970

Additional sheet(s) attached?  Yes  No

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

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

Name: Diandra M. LaMantia

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois                      Zip: 60603

Phone Number: 312-845-3274

Docket Number: \_\_\_\_\_

Email Address: lamantia@chapman.com

**6. Total number of applications and registrations involved:**

4

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

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:** 

for Chapman and Cutler LLP

July 12, 2019

Signature

Date

Diandra M. LaMantia, Project Assistant

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

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

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "*Trademark Security Agreement*") is made as of July 3, 2019, by ORCHARD HILL MEMORIAL PARK, LLC, a New Jersey limited liability company ("*Grantor*"), in favor of BMO HARRIS BANK N.A., having a principal address of 111 West Monroe Street, Chicago, Illinois 60603, in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, "*Grantee*").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "*Trademarks*");

WHEREAS, the Grantor has joined into a Pledge and Security Agreement, dated April 1, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "*Security Agreement*"), in favor of Grantee pursuant to a security agreement supplement (the "*Joinder*"); and

WHEREAS, pursuant to the Joinder and the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "*Collateral*"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Credit Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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

GRANTOR:

ORCHARD HILL MEMORIAL PARK, LLC



By:   
Name: David DiPippo  
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006693 FRAME: 0349**

SCHEDULE A  
TO  
TRADEMARK SECURITY AGREEMENT

1) TRADEMARK REGISTRATIONS AND APPLICATIONS

OWNER	COUNTRY	MARK	SERIAL / REGISTRATION NO.	FILING / REGISTRATION DATE
Orchard Hill Memorial Park, LLC	USA	PAWPALS 	4810090 (Registration Number)	September 8, 2015 (Registration Date)
Orchard Hill Memorial Park, LLC	USA	PAWPALS  PAWPALS	4791970 (Registration Number)	August 11, 2015 (Registration Date)
Orchard Hill Memorial Park, LLC	USA	HACHI AND PROFESSOR UENO  HACHI AND PROFESSOR UENO	87175180 (Serial Number)	September 19, 2016 (Filing Date)
Orchard Hill Memorial Park, LLC	USA		87175177 (Serial Number)	September 19, 2016 (Filing Date)

2) COMMON LAW TRADEMARKS

OWNER	COUNTRY	MARK	APPLICATION / REGISTRATION NO.	APPLICATION / REGISTRATION DATE
Orchard Hill Memorial Park, LLC	USA	ABBEY GLEN PET MEMORIAL SERVICES	N/A	N/A
Orchard Hill Memorial Park, LLC	USA	ABBEY GLEN PET MEMORIAL PARK	N/A	N/A
Orchard Hill Memorial Park, LLC	USA	ABBEY GLEN PET MEMORIAL PARK & Design	N/A	N/A
Orchard Hill Memorial Park, LLC	USA	ORCHARD HILL	N/A	N/A
Orchard Hill Memorial Park, LLC	USA	ORCHARD HILL MEDICAL WASTE DISPOSAL	N/A	N/A
Orchard Hill Memorial Park, LLC	USA	ORCHARD HILL MEDICAL WASTE DISPOSAL & Design	N/A	N/A