

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM595974

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rolling Acres Memorial Gardens for Pets, Inc.		08/31/2020	Corporation: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hinsdale Animal Cemetery & Crematory, Inc.		
<b>Street Address:</b>	6400 S. Bentley Avenue		
<b>City:</b>	Willowbrook		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60527		
<b>Entity Type:</b>	Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2213821	ROLLING ACRES	
<b>Registration Number:</b>	4669527	'TIL WE MEET AGAIN	
<b>Registration Number:</b>	4661777	'TIL WE MEET AGAIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3175924226		
<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>	317-236-5882		
<b>Email:</b>	ipdocket@icemiller.com, erica.clark@icemiller.com		
<b>Correspondent Name:</b>	Holiday W. Banta		
<b>Address Line 1:</b>	One American Square, Suite 2900		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46282		
<b>NAME OF SUBMITTER:</b>	Holiday W. Banta		
<b>SIGNATURE:</b>	/Holiday W. Banta/		
<b>DATE SIGNED:</b>	09/04/2020		
<b>Total Attachments: 6</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”) is made and entered into by and between ROLLING ACRES MEMORIAL GARDENS FOR PETS, INC., a Missouri corporation (“Assignor”), and HINSDALE ANIMAL CEMETERY & CREMATORY, INC., an Illinois corporation (“Assignee”) as of August 31, 2020 (“Effective Date”). Assignee and Assignor are referred to herein individually as a “Party” and collectively, as the “Parties.”

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement (the “Asset Purchase Agreement”) made and entered into as of July 31, 2020; and

WHEREAS, Assignor desires to convey, transfer, assign, and deliver to Assignee, and Assignee desires to accept from Assignor, all of Assignor’s right, title, and interest in and to the mark assets in Schedule A including and not limited to all goodwill, common law rights, and statutory rights in the listed properties that are owned by Assignor as more fully set forth below;

NOW, THEREFORE, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following:
  - a. the source designations set forth on Schedule A hereto and all extensions, renewals, common law rights, and proceedings incorporating, referring to, relating to, and/or embodying those source designations, whether or not listed in Schedule A, together with the goodwill of the business connected with the use of, and symbolized by, those source designations (the “Assigned Marks”);
  - b. all rights of any kind whatsoever of Assignor accruing under any of the Assigned Marks provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - c. all rights to claim priority to and/or from the Assigned Marks;
  - d. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Assigned Marks;
  - e. any and all past, present, and future claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Effective Date, including and not limited to all past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, and including and not limited to all past, present, and future remedies for such claims and causes of action, including and not limited to equitable relief, damages, royalties, profits, exceptional case awards, attorneys’ fees, and costs, with the right but no obligation to sue for such legal and equitable remedies and to collect, or otherwise recover, any such remedies; and

- f. all past, present, and future rights and privileges related to any attorney-client privilege, common interest privilege, and/or work product protection of the Assignor in relation to the Assigned Marks, and Assignor hereby agrees to not engage in any acts resulting in the intentional or unintentional waiver of the attorney client privilege, work product protection, and/or common interest privilege without the express written authorization from Assignee and/or its legal representatives.

All of the foregoing rights, title, and/or interests assigned or otherwise transferred by this assignment are referred to hereinafter as the "Transferred Rights." Assignor hereby acknowledges receipt of good, valuable, and sufficient consideration from the Assignee for this assignment of the Transferred Rights.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee. Following the date thereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including and not limited to the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, and/or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Marks to Assignee or to any assignee or successor thereto. Assignor agrees to and will perform the acts mentioned herein without the requirement of any additional consideration.

3. Terms of the Asset Purchase Agreement. The Parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignee and Assignor with respect to the Assigned Marks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

4. Authority to Convey. Assignor hereby covenants and warrants that Assignor has the full right and authority to convey the Transferred Rights assigned by this Assignment.

5. No Conflicts. Assignor hereby covenants and warrants that Assignor has not executed and will not execute any documents and/or perform any acts conflicting with this Assignment.

6. Severability. If any provision of this Assignment is ruled invalid and/or unenforceable by a court or other tribunal, such decision shall not affect the validity and/or enforceability of the remaining provisions of this Assignment.

7. Binding Effect. The Assignment and all terms hereof shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal and legal representatives, successors, and assigns.

8. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed an original, and all of which together shall constitute one and the

same instrument. Delivery of an executed counterpart of this Agreement by facsimile, email in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement. Only one (1) counterpart signed by the Party against whom enforceability is sought must be produced to evidence the existence of this Agreement.

9. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the Effective Date.

**ASSIGNOR:**

ROLLING ACRES MEMORIAL  
GARDENS FOR PETS, INC.  
a Missouri Corporation

**ASSIGNEE:**

HINSDALE ANIMAL CEMETERY &  
CREMATORY, INC.  
an Illinois Corporation

By: Nancy B. Ripstein  
Title: President

By: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the Effective Date.

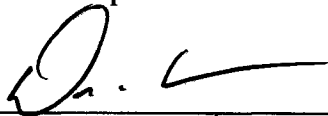
**ASSIGNOR:**

ROLLING ACRES MEMORIAL  
GARDENS FOR PETS, INC.  
a Missouri Corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_


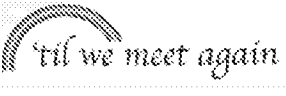
**ASSIGNEE:**

HINSDALE ANIMAL CEMETERY &  
CREMATORY, INC.  
an Illinois Corporation

By:  \_\_\_\_\_  
Title: *Vice-president* \_\_\_\_\_

**Schedule A**

Assigned Marks

Trademark	Jurisdiction	Registration Number and Common Law Rights	Registration Date
ROLLING ACRES and  Design	United States	2,213,821 and common law rights therein	December 29, 1998
'TIL WE MEET AGAIN and Design 	United States	4,669,527 and common law rights therein	January 13, 2015
'TIL WE MEET AGAIN	United States	4,661,777 and common law rights therein	December 30, 2014