

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615832

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HINSDALE ANIMAL CEMETERY & CREMATORY, INC.		12/21/2020	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	BMO Harris N.A., as Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2213821	ROLLING ACRES	
Registration Number:	4669527	'TIL WE MEET AGAIN	
Registration Number:	4661777	'TIL WE MEET AGAIN	
CORRESPONDENCE DATA			
Fax Number:	8888295817		
<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:	3122883586		
Email:	john.cunningham@wolterskluwer.com		
Correspondent Name:	Nancy Helm Brown		
Address Line 1:	2929 Allen Pkwy		
Address Line 2:	Suite 3300		
Address Line 4:	Houston, TEXAS 77019		
NAME OF SUBMITTER:	Gregory T. Pealer		
SIGNATURE:	/Gregory T. Pealer/		
DATE SIGNED:	12/21/2020		
Total Attachments: 5 source=IP filing#page1.tif			

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark *Security Agreement*") is made as of December 21, 2020, by HINSDALE ANIMAL CEMETERY & CREMATORY, INC., an Illinois corporation ("*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 entered 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 dated as of the date hereof (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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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:

HINSDALE ANIMAL CEMETERY & CREMATORY,
INC.

By


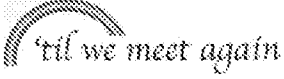


Name: Scott Buttz

Title: Chief Operating Officer

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

1) TRADEMARKS AND TRADENAMES

OWNER	COUNTRY	MARK	APPLICATION / REGISTRATION NO.	APPLICATION / REGISTRATION DATE
Hinsdale Animal Cemetery & Crematory, Inc.	USA	ROLLING ACRES and Design  (Design Mark)	2213821	December 29, 1998
Hinsdale Animal Cemetery & Crematory, Inc.	USA	'TIL WE MEET AGAIN and Design  (Design Mark)	4669527	January 13, 2015
Hinsdale Animal Cemetery & Crematory, Inc.	USA	'TIL WE MEET AGAIN (Word Mark)	4661777	December 30, 2014