

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645899

| | | | |
|---|---|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Wilmington Trust, National Association | | 05/11/2021 | National Banking Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | StoneMor Operating, LLC | | |
| Street Address: | 3331 Street Road, Two Greenwood Square, Suite 325 | | |
| City: | Bensalem | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 19020 | | |
| Entity Type: | Limited Liability Company: 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 Connecticut Ave NW, Suite 712 | | |
| Address Line 2: | COGENCY GLOBAL Inc. | | |
| Address Line 4: | Washington, D.C. 20036 | | |
| ATTORNEY DOCKET NUMBER: | 1371801 | | |
| NAME OF SUBMITTER: | Miguel de Leon Perez | | |
| SIGNATURE: | /Miguel de Leon Perez/ | | |
| DATE SIGNED: | 05/11/2021 | | |
| Total Attachments: 5 | | | |
| source=StoneMor Trademark Release (2021) (Signed)#page1.tif | | | |
| source=StoneMor Trademark Release (2021) (Signed)#page2.tif | | | |

OP \$40.00 4775107

source=StoneMor Trademark Release (2021) (Signed)#page3.tif
source=StoneMor Trademark Release (2021) (Signed)#page4.tif
source=StoneMor Trademark Release (2021) (Signed)#page5.tif

**TERMINATION AND RELEASE OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY, dated as of May 11, 2021 (the "Release"), is made by Wilmington Trust, National Association, as collateral agent (in such capacity, the "Agent"), in favor of the Grantor listed on the signature pages hereof (the "Grantor"). Capitalized terms used but not defined herein shall have the meanings set forth in the IP Security Agreement (as defined below).

WHEREAS, the Grantor and Agent are parties to that certain Indenture, dated as of June 27, 2019 (the "Indenture"), by and among StoneMor Partners L.P., Cornerstone Family Services of West Virginia Subsidiary, Inc., the Grantor and the other subsidiary guarantors party thereto, Agent and Wilmington Trust, National Association as trustee;

WHEREAS, in connection with the Indenture, the Grantor and the other grantors party thereto executed and delivered the Collateral Agreement, dated June 27, 2019, in favor of the Agent, acting for the benefit of the Secured Parties (the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, Grantor made a Grant of Security Interest in Trademark Rights, dated as of June 27, 2019 in favor of the Agent, for the benefit of the Secured Parties (the "IP Security Agreement"), pursuant to which Grantor collaterally assigned to and granted to Agent a continuing security interest in, and continuing lien upon, all right, title, and interest of Grantor in its Trademarks (including, without limitation, those items listed on Schedule A hereto) that are not Excluded Property, including goodwill associated with such Trademarks and the right to receive all proceeds therefrom (the "IP Collateral"), which Trademark Security Interest Agreement was recorded with the United States Patent and Trademark Office ("USPTO") at Reel 006681, Frame 0001; and

WHEREAS, Agent has agreed, without any representation, recourse or undertaking, to terminate and release its security interest in all of such IP Collateral, including, without limitation, the trademark identified on Schedule A attached hereto, being the same Collateral set forth on Schedule A to the IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. Agent hereby releases and terminates, without any representation, recourse or undertaking, its continuing security interest in, and continuing lien upon, the IP Collateral, and assigns to Grantors any and all interest Agent may have in the IP Collateral.

2. This Release has been executed and delivered by Agent for the purpose of releasing, removing, or otherwise eliminating the IP Security Agreement in favor of Agent in the IP Collateral, including the IP Security Agreement that has been filed with the USPTO and, to the extent required, any other such offices in other countries of the world. All of Grantor's obligations

under the IP Security Agreement as they pertain to the IP Collateral are thus terminated as of the date of this Release. The Agent authorizes the USPTO and any other applicable governmental authority to record this Release.

3. Agent has a continuing obligation to sign all agreements, documents, or otherwise as may be reasonably requested in writing by the Grantor, necessary to carry out this Release and the obligations herein.

4. This Release shall be binding upon Agent's legal representatives, successors, and assigns.

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

6. Wilmington Trust, National Association is executing this Release 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, the Agent shall be entitled to all of the rights, privileges, immunities, indemnities and benefits granted to the Collateral Agent under the Indenture, as if such rights, privileges, immunities, indemnities and benefits were expressly set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Termination and Release of Security Interest in Intellectual Property as of the date first set forth above.

STONEMOR OPERATING, LLC
as a Grantor

WILMINGTON TRUST, NATIONAL
ASSOCIATION
as the Collateral Agent

By: 
Name: Jeffrey DiGiovanni
Title: Chief Financial Officer

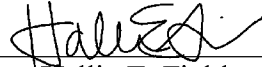
By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Termination and Release of Security Interest in Intellectual Property as of the date first set forth above.

STONEMOR OPERATING, LLC
as a Grantor

WILMINGTON TRUST, NATIONAL
ASSOCIATION
as the Collateral Agent

By: _____
Name: Jeffrey DiGiovanni
Title: Chief Financial Officer

By:  _____
Name: Hallie E. Field
Title: Vice President

SCHEDULE A

| Owner | Registered Trademark | Jurisdiction | Registration Number | Date of Registration (Filing Date) |
|------------------------|-----------------------------|---------------------|----------------------------|---|
| StoneMor Operating LLC | STONEMOR | USA | 4,775,107 (86144928) | July 21, 2015 (December 16, 2013) |