

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM645953

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
StoneMor Operating LLC		05/11/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association		
<b>Street Address:</b>	50 South Sixth Street		
<b>Internal Address:</b>	Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4775107	STONEMOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127352000		
<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>	212-735-2811		
<b>Email:</b>	mribando@skadden.com		
<b>Correspondent Name:</b>	Skadden, Arps, Slate, Meagher & Flom LLP		
<b>Address Line 1:</b>	One Manhattan West		
<b>Address Line 2:</b>	Monique L. Ribando		
<b>Address Line 4:</b>	New York, NEW YORK 10001-8602		
<b>ATTORNEY DOCKET NUMBER:</b>	300230/250		
<b>NAME OF SUBMITTER:</b>	Bruce Goldner		
<b>SIGNATURE:</b>	/Bruce Goldner/		
<b>DATE SIGNED:</b>	05/11/2021		
<b>Total Attachments: 5</b>			
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**GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of May 11, 2021, is made by and among StoneMor Operating LLC (the “Grantor”), in favor of Wilmington Trust, National Association, as collateral agent (in such capacity, the “Collateral Agent”) for the benefit of itself and the other Secured Parties in connection with that certain Indenture, dated as of May 11, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Indenture”), by and among StoneMor Inc., a Delaware corporation (the “Issuer”), the Grantor, certain other affiliates of the Issuer, the Collateral Agent and Wilmington Trust, National Association, as Trustee.

**WITNESSETH:**

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

WHEREAS, in connection with the Indenture, the Issuer, the Grantor and any Subsidiaries that become a party thereto, have executed and delivered the Security Agreement, dated as of May 11, 2021, 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 “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the 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 Grantor hereby agrees 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 Security Agreement, as applicable.

2. Grant of Security Interest. The 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 the 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 the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and

Trademark Office. The 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 Security Agreement and is expressly subject to the terms and conditions thereof. The Security 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. The 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, any Other Second Priority Documents and the Security 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 Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Indenture or any Other Second Priority Documents, the terms of the Indenture or such Other Second Priority Documents 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 any Other Second Priority Documents and not in its individual or corporate capacity. In acting hereunder and under the Security 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 Article 13 of the Indenture, and any Other Second Priority Documents, 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: Jeffrey DiGiovanni  
Title: Chief Financial Officer, Treasurer

[Signature Page to Grant of Security Interest in Trademark]

**TRADEMARK**  
**REEL: 007288 FRAME: 0907**

WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as the Collateral Agent

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

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

**SCHEDULE A**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
StoneMor Operating LLC	86144928	4,775,107	STONEMOR