

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM748883

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the missing trademark 1544467 that is on the schedule but was mistakenly omitted when entering the properties. previously recorded on Reel 007720 Frame 0208. Assignor(s) hereby confirms the Security Agreement.
RESUBMIT DOCUMENT ID:	900698225

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rock of Ages Corporation		04/29/2022	Corporation: VERMONT

RECEIVING PARTY DATA

Name:	Bank of Montreal, as Agent
Street Address:	100 King Street West
Internal Address:	18th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5X 1A1
Entity Type:	Banking Corp: CANADA

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	0095516	"ROCK OF AGES"
Registration Number:	2619394	AMERICAN BLACK
Registration Number:	2266141	BARRE GRAY
Registration Number:	2078467	BETHEL WHITE
Registration Number:	2957399	GARDENIA WHITE
Registration Number:	1244491	MIDNITE MIST
Registration Number:	0715546	REGAL
Registration Number:	3050467	ROCK OF AGES
Registration Number:	1544467	ROCK OF AGES
Registration Number:	1002808	ROCK OF AGES
Registration Number:	0641855	ROCK OF AGES
Registration Number:	0641854	ROCK OF AGES
Registration Number:	0286033	ROCK OF AGES
Registration Number:	2262419	SALISBURY PINK
Registration Number:	0715541	SALISBURY PINK

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	0766054	SEALMARK
Registration Number:	1802738	STONE ETERNAL
Registration Number:	0352207	STONE ETERNAL
Registration Number:	0352208	STONE ETERNAL

CORRESPONDENCE DATA

Fax Number:

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.

Email: Michael.Violet@wolterskluwer.com,
Matt.Mcwen@wolterskluwer.com

Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Michelle A. Covert
SIGNATURE:	/Michelle A. Covert/
DATE SIGNED:	08/16/2022

Total Attachments: 8

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- source=Trademark Security Agreement - Rock of Ages Corp (2022) executed#page2.tif
- source=Trademark Security Agreement - Rock of Ages Corp (2022) executed#page3.tif
- source=Trademark Security Agreement - Rock of Ages Corp (2022) executed#page4.tif
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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM727540

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rock of Ages Corporation		04/29/2022	Corporation: VERMONT
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	100 King Street West		
Internal Address:	18th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5X 1A1		
Entity Type:	Banking Corp: CANADA		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	95516	"ROCK OF AGES"	
Registration Number:	2619394	AMERICAN BLACK	
Registration Number:	2266141	BARRE GRAY	
Registration Number:	2078467	BETHEL WHITE	
Registration Number:	2957399	GARDENIA WHITE	
Registration Number:	1244491	MIDNITE MIST	
Registration Number:	0715546	REGAL	
Registration Number:	3050467	ROCK OF AGES	
Registration Number:	1002808	ROCK OF AGES	
Registration Number:	0641855	ROCK OF AGES	
Registration Number:	0641854	ROCK OF AGES	
Registration Number:	0286033	ROCK OF AGES	
Registration Number:	2262419	SALISBURY PINK	
Registration Number:	0715541	SALISBURY PINK	
Registration Number:	0766054	SEALMARK	
Registration Number:	1802738	STONE ETERNAL	
Registration Number:	0352207	STONE ETERNAL	
Registration Number:	0352208	STONE ETERNAL	

OP \$465.00 95516

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of April 29, 2022 is made by ROCK OF AGES CORPORATION (“**Grantor**”) in favor of BANK OF MONTREAL, in its capacity as administrative agent (together with its successors and assigns, the “**Agent**”), on behalf of (i) itself, as Agent, and (ii) the Lenders, Hedge Lenders and Service Lenders (as such terms are defined in the Credit Agreement referred to below).

WHEREAS, the Grantor owns the Trademarks (as hereinafter defined) set out in Schedule 1 annexed hereto;

AND WHEREAS, the Grantor and the Agent are parties to a Senior Secured Credit Agreement dated April 29, 2022 (as amended, extended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement;

AND WHEREAS, as security for its obligations under the Loan Documents, Eligible Hedging Agreements and Other Secured Agreements (together with each addendum thereto) the Grantor has agreed to grant to the Agent a security interest in the Trademark Collateral (as defined below) and to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Agent a security interest in all of the Grantor’s right, title and interests in the trademarks (including service marks), slogans, logos, designs, certification marks, trade dress, corporate names, trade names, domain names or other indicia of source, whether registered or unregistered, owned by, assigned to, or in the case of intent-to-use trademarks, held for use by the Grantor and all registrations and applications for the foregoing in the United States (“**Trademarks**”), including those trademark registrations and applications listed on Schedule 1 annexed hereto, together with any and all of the Grantor’s right, title and interests in (i) rights and privileges arising under applicable requirements of law with respect to such Grantor’s use of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto, (iv) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or violations thereof or unfair competition therewith, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present and future infringements, dilutions or violations thereof or unfair competition therewith (“**Trademark Collateral**”). Notwithstanding the foregoing, the Trademark Collateral does not include any intent-to-use application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051 (each, an “Intent-to-Use Application”) for so long as the applicable Intent-to-Use Application comprises Excluded Collateral (as defined in the Credit Agreement).

Grantor hereby authorizes and requests that the United States Patent and Trademark Office record this Trademark Security Agreement.

This security interest is granted in conjunction with the security interests granted to the Agent pursuant to that certain pledge and security agreement dated as of April 29, 2022, between, among others, the Grantor and the Agent (the “**Pledge and Security Agreement**”). The parties do hereby further acknowledge and affirm that the rights and remedies of the parties with respect to

the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which 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 Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall control.


This Agreement may be executed in counterparts, each of which will be deemed to be an original and which together will constitute one and the same agreement.

For the avoidance of doubt, the words "delivery," "execute," "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; *provided* that notwithstanding anything contained herein to the contrary the Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Agent pursuant to procedures approved by it; *provided, further*, without limiting the foregoing, upon the request of the Agent, any electronic signature shall be promptly followed by such manually executed counterpart.

This Agreement shall, except to the extent that the laws of another jurisdiction apply to the Trademarks or any part thereof, be governed by and construed in accordance with the internal laws of the State of New York, without regard to conflicts of law principles.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

ROCK OF AGES CORPORATION

By: 
Name: Michael Singh
Title: Chief Financial Officer

Acknowledged:
BANK OF MONTREAL

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.





ROCK OF AGES CORPORATION




By: _____
Name:
Title:

Acknowledged:
BANK OF MONTREAL

By: 
Name: James Di Giacomo
Title: Managing Director Loan Syndication

Schedule 1 – United States Trademarks

Trademark	Appl. No. Date	Reg. No. Date	Status
"ROCK OF AGES" 	App 71073570 App 23-OCT-1913	Reg 0095516 Reg 24-FEB-1914	Registered
AMERICAN BLACK	App 75860872 App 01-DEC-1999	Reg 2619394 Reg 17-SEP-2002	Registered
BARRE GRAY	App 75337932 App 08-AUG-1997	Reg 2266141 Reg 03-AUG-1999	Registered
BETHEL WHITE	App 74736465 App 26-SEP-1995	Reg 2078467 Reg 15-JUL-1997	Registered
GARDENIA WHITE	App 75599124 App 03-DEC-1998	Reg 2957399 Reg 31-MAY-2005	Registered
MIDNITE MIST	App 73342299 App 18-DEC-1981	Reg 1244491 Reg 05-JUL-1983	Registered
REGAL	App 72103965 App 06-SEP-1960	Reg 0715546 Reg 16-MAY-1961	Registered
ROCK OF AGES 	App 78551368 App 21-JAN-2005	Reg 3050467 Reg 24-JAN-2006	Registered
ROCK OF AGES 	App 73753457 App 22-SEP-1988	Reg 1544467 Reg 20-JUN-1989	Registered
ROCK OF AGES 	App 73010653 App 10-JAN-1974	Reg 1002808 Reg 28-JAN-1975	Registered
ROCK OF AGES	App 72009897 App 08-JUN-1956	Reg 0641855 Reg 19-FEB-1957	Registered
ROCK OF AGES	App 72008576 App 18-MAY-1956	Reg 0641854 Reg 19-FEB-1957	Registered

Trademark	App. No. Date	Reg. No. Date	Status
			
ROCK OF AGES 	App 71313358 App 13-APR-1931	Reg 0286033 Reg 11-AUG-1931	Registered
SALISBURY PINK	App 75408089 App 22-DEC-1997	Reg 2262419 Reg 20-JUL-1999	Registered
SALISBURY PINK	App 72085657 App 19-NOV-1959	Reg 0715541 Reg 16-MAY-1961	Registered
SEALMARK	App 72161423 App 25-JAN-1963	Reg 0766054 Reg 03-MAR-1964	Registered
STONE ETERNAL 	App 74289018 App 29-JUN-1992	Reg 1802738 Reg 02-NOV-1993	Registered
STONE ETERNAL	App 71393482 App 01-JUN-1937	Reg 0352207 Reg 23-NOV-1937	Registered
STONE ETERNAL	App 71393483 App 01-JUN-1937	Reg 0352208 Reg 23-NOV-1937	Registered