

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751887

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STONEMOR OPERATING LLC		08/26/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SIGNATURE BANK, as Agent		
Street Address:	1400 Broadway, 7th Fl.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4775107	STONEMOR	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	6142803566		
Email:	james.murray@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:	Gloria Sheehan		
SIGNATURE:	/Gloria Sheehan/		
DATE SIGNED:	08/29/2022		
Total Attachments: 6			
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

STONEMOR OPERATING LLC

- Individual(s)
- General Partnership
- Corporation
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: DE

Execution Date(s) August 26, 2022

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

- Yes
- No

Name: SIGNATURE BANK, as Agent

Internal Address:

Street Address: 1400 Broadway, 7th Fl.

City: New York

State: NY

Country: USA Zip: 10018

- Association Citizenship:
- General Partnership Citizenship:
- Limited Partnership Citizenship:
- Corporation Citizenship:
- Other Bank Citizenship: USA

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s) See Attached Schedule 1

B. Trademark Registration No. (s) See Attached Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@voltersklower.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

- a. Credit Card Last 4 Numbers
- Expiration Date
- b. Deposit Account Number
- Authorized User Name:

9. Signature:



Signature

August 26, 2022

Date

Gloria Sheehan
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (703) 305-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("*Trademark Security Agreement*"), dated as of August 26, 2022, is made by STONEMOR OPERATING LLC (the "*Grantor*") in favor of SIGNATURE BANK, as administrative agent and collateral agent (in such capacities, "*Agent*") for the lenders party to the Loan Agreement referred to below (the "*Lenders*").

WHEREAS, STONEMOR INC., a Delaware corporation ("*Borrower*"), and certain of its subsidiaries have entered into a Loan and Security Agreement, dated as of August 26, 2022 (as amended, supplemented and otherwise modified from time to time, the "*Loan Agreement*"), with Agent and the Lenders; and

WHEREAS, under the terms of the Loan Agreement, the Grantor has granted to Agent, for the benefit of the Secured Parties (as defined in the Loan Agreement), a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with Agent as follows:

1. **Grant of Security.** The Grantor hereby pledges and grants to Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of the Grantor in, to and under the following (except for Excluded Property (as defined in the Loan Agreement)), wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*");

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "*Trademarks*"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by Agent.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the

Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Trademark Collateral are as provided by the Loan Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **No Third-Party Beneficiaries.** The parties do not confer any rights or remedies upon any Person (as defined in the Loan Agreement) other than the parties to this Trademark Security Agreement and their respective successors and permitted assigns.

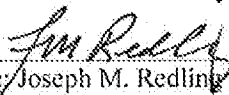
7. **Governing Law.** This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York and the laws of the United States of America applicable therein, without regard to conflict of laws principles except United States of America federal laws relating to national banks. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY STATE COURT SITTING IN NEW YORK COUNTY, NEW YORK, OR THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, IN ANY DISPUTE, ACTION, LITIGATION OR OTHER PROCEEDING RELATING IN ANY WAY TO THIS TRADEMARK SECURITY AGREEMENT, AND AGREES THAT ANY DISPUTE, ACTION, LITIGATION OR OTHER PROCEEDING SHALL BE BROUGHT BY IT SOLELY IN ANY SUCH COURT. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL CLAIMS, OBJECTIONS AND DEFENSES THAT IT MAY HAVE REGARDING ANY SUCH COURT'S PERSONAL OR SUBJECT MATTER JURISDICTION, VENUE OR INCONVENIENT FORUM. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 14.3 OF THE LOAN AGREEMENT. A final judgment in any proceeding of any such court shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or any other manner provided by Applicable Law (as defined in the Loan Agreement).

8. **Intercreditor Agreement.** Notwithstanding anything herein to the contrary, the lien and security interest granted to Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by Agent hereunder and the obligations of Grantor hereunder are subject to the provisions of the Intercreditor Agreement, dated as of August 26, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "*Intercreditor Agreement*"), among Borrower, Signature Bank, as First Priority Collateral Agent and Wilmington Trust, National Association, as Second Priority Collateral Agent, and certain other Persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Signature pages follow]

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

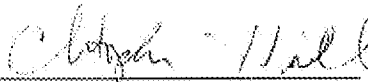
STONEMOR OPERATING LLC

By: 
Name: Joseph M. Redlin
Title: Chief Executive Officer, President

[Signature Page of Trademark Security Agreement]

AGREED TO AND ACCEPTED:

SIGNATURE BANK,
as Agent

By: 

Name: Christopher Hill

Title: Vice President

[Signature Page of Trademark Security Agreement]

SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS

Serial Number	Registration Number	Mark
86144928	4775107	STONEMOR

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