

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM817398

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900747729		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Batesville Services, LLC		02/01/2023	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	Toronto Dominion (Texas) LLC, as collateral agent		
Street Address:	77 King Street West		
Internal Address:	TD North Tower, 26th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5K 1A2		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 63			
Property Type	Number	Word Mark	
Registration Number:	3975957	ALDIN	
Registration Number:	2764577	BATESVILLE	
Registration Number:	1347930	BATESVILLE	
Registration Number:	1259446	BATESVILLE	
Registration Number:	5827248	BRIDGES PLAN SHARE REMEMBER	
Registration Number:	5681966	BRIDGES PLAN. SHARE. REMEMBER	
Registration Number:	3878920	CAFE	
Registration Number:	4016466	CAPTURED MOMENTS	
Registration Number:	2914593	CHARPENTE	
Registration Number:	2721693	COMMITTED TO THE DIGNITY OF LIFE	
Registration Number:	3016333	DIMENSIONS	
Registration Number:	2925362	ENCHANTMENT	
Registration Number:	2966733	ETERNAL COMPANION	
Registration Number:	1665062	FAILSAFE	
Registration Number:	2184159	FAMILIES FIRST	
Registration Number:	1925500	FAMILY CHOICES	
Registration Number:	1686910	HEAVEN CAN WAIT	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2896164	HELPING FAMILIES HONOR THE LIVES OF THOS
Registration Number:	2964730	HMIS
Registration Number:	3797469	LIFESTORIES
Registration Number:	2705841	LIFESYMBOLS
Registration Number:	3797503	LIFEVIEW
Registration Number:	1272199	LIVING MEMORIAL
Registration Number:	4340972	LIVING MEMORIAL PROGRAM
Registration Number:	2810747	MARSELLUS
Registration Number:	2887811	MASTERPIECE
Registration Number:	2254678	MEMENTO
Registration Number:	3196653	MEMENTO
Registration Number:	4925562	MEMORIAL RECORD
Registration Number:	2116835	MEMORYSAFE
Registration Number:	2279906	MILLENNIUM
Registration Number:	4029741	MONTANE COLLECTION
Registration Number:	2746663	NEOPOLITAN BLUE
Registration Number:	2059122	NEWPOINTE
Registration Number:	3358002	NORTHSTAR
Registration Number:	3878275	OBITLINK
Registration Number:	1558052	OMEGA
Registration Number:	2844280	ONYX
Registration Number:	1922043	OPTIONS
Registration Number:	2344840	OPTIONS
Registration Number:	4141782	OPTIONS BY BATESVILLE
Registration Number:	2067498	PERFECTLINK
Registration Number:	2712036	PRIMROSE
Registration Number:	1839449	PROMETHEAN
Registration Number:	3871371	PROMETHEAN BATESVILLE A HILLENBRAND INDU
Registration Number:	2984036	PROVINCIAL
Registration Number:	2938003	STONEHARBOR
Registration Number:	5471612	T.E.A.C.H.
Registration Number:	4631640	TAILOR-MADE
Registration Number:	2953603	TCP
Registration Number:	3862022	TENDER MOMENTS
Registration Number:	1279866	THE PRESIDENT
Registration Number:	3855152	TOKEN
Registration Number:	1861987	TOTAL CASKET PROTECTION
Registration Number:	3888201	TRAYVIEW

Property Type	Number	Word Mark
Registration Number:	2808915	
Registration Number:	1215464	
Registration Number:	2925372	TURNING HOME
Registration Number:	2922984	VINTAGE
Registration Number:	3878274	WEBLINK
Registration Number:	4033816	WESTON
Registration Number:	2923478	WINDWARD REFLECTIONS
Serial Number:	97248081	BATESVILLE CONNECT

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.

Phone: 212.318.6000

Email: JeffreyNegron@PaulHastings.com

Correspondent Name: Jeffrey Negron

Address Line 1: Paul Hastings LLP

Address Line 2: 200 Park Avenue

Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	Jeffrey M. Negron
SIGNATURE:	/s/ Jeffrey M. Negron
DATE SIGNED:	06/14/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of February 1, 2023 (this “**Trademark Security Agreement**”), is made by each Pledgor that is a signatory hereto, in favor of Toronto Dominion (Texas) LLC, in its capacity as collateral agent for the secured parties (in such capacity, the “**Collateral Agent**”) pursuant to that certain credit agreement, dated as of February 1, 2023 (as amended, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “**Credit Agreement**”), by and among BL Memorial Partners, LLC, a Delaware limited liability company (the “**Borrower**”), BL Memorial Partners Midco, LLC, a Delaware limited liability company (“**Holdings**”), certain subsidiaries of Holdings from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the “**Trademark Collateral**”):

- (a) all Trademarks of such Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. The Collateral Agent shall, as and when required by Section 10.4 of the Security Agreement, promptly execute, acknowledge, and deliver to the Pledgors an instrument in

writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. 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 of this Trademark Security Agreement by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

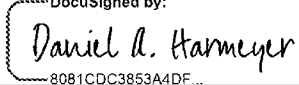
SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York.

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IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGOR

BATESVILLE SERVICES, LLC, formerly
known as BATESVILLE SERVICES, INC., as
Pledgor

By: 
Name: Daniel A. Harmeyer
Title: Treasurer

Accepted and agreed:

TORONTO DOMINION (TEXAS) LLC,
as Collateral Agent



By: 


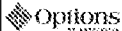
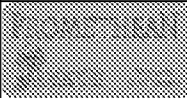
Name: Victoria Roberts
Title: Authorized Signatory



SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	REGISTRATION NUMBER	TITLE
Batesville Services, Inc.	3,975,957	ALDIN
Batesville Services, Inc.	2,764,577	BATESVILLE
Batesville Services, Inc.	1,347,930	BATESVILLE
Batesville Services, Inc.	1,259,446	
Batesville Services, Inc.	5,827,248	BRIDGES PLAN SHARE REMEMBER
Batesville Services, Inc.	5,681,966	BRIDGES PLAN. SHARE. REMEMBER
Batesville Services, Inc.	5,827,248	
Batesville Services, Inc. (formerly HMIS, Inc.)	3,878,920	CAFÉ
Batesville Services, Inc.	4,016,466	CAPTURED MOMENTS
Batesville Services, Inc.	2,914,593	CHARPENTE
Batesville Services, Inc.	2,721,693	COMMITTED TO THE DIGNITY OF LIFE
Batesville Services, Inc.	3,016,333	DIMENSIONS
Batesville Services, Inc.	2,925,362	ENCHANTMENT
Batesville Services, Inc.	2,966,733	ETERNAL COMPANION
Batesville Services, Inc.	1,665,062	FAILSAFE
Batesville Services, Inc.	2,184,159	FAMILIES FIRST
Batesville Services, Inc.	1,925,500	FAMILY CHOICES
Batesville Services, Inc.	1,686,910	HEAVEN CAN WAIT
Batesville Services, Inc.	2,896,164	HELPING FAMILIES HONOR THE LIVES OF THOSE THEY LOVE
Batesville Services, Inc. (formerly HMIS, Inc.)	2,964,730	HMIS
Batesville Services, Inc.	3,797,469	LIFESTORIES
Batesville Services, Inc.	2,705,841	LIFESYMBOLS
Batesville Services, Inc.	3,797,503	LIFEVIEW
Batesville Services, Inc.	1,272,199	LIVING MEMORIAL

Batesville Services, Inc.	4,340,972	LIVING MEMORIAL PROGRAM & Leaf Design 
Batesville Services, Inc.	2,810,747	MARSELLUS
Batesville Services, Inc.	2,887,811	MASTERPIECE
Batesville Services, Inc.	2,254,678	MENTO
Batesville Services, Inc.	3,196,653	MENTO
Batesville Services, Inc.	4,925,562	MEMORIAL RECORD
Batesville Services, Inc.	2,116,835	MEMORYSAFE
Batesville Services, Inc.	2,279,906	MILLENNIUM
Batesville Services, Inc.	4,029,741	MONTANE COLLECTION
Batesville Services, Inc.	2,746,663	NEOPOLITAN BLUE
Batesville Services, Inc.	2,059,122	NEWPOINTE
Batesville Services, Inc.	3,358,002	NORTHSTAR
Batesville Services, Inc.	3,878,275	OBITLINK
Batesville Services, Inc.	1,558,052	OMEGA
Batesville Services, Inc.	2,844,280	ONYX
Batesville Services, Inc.	1,922,043	OPTIONS
Batesville Services, Inc.	2,344,840	OPTIONS
Batesville Services, Inc.	4,141,782	
Batesville Services, Inc.	2,067,498	PERFECTLINK
Batesville Services, Inc.	2,712,036	PRIMROSE
Batesville Services, Inc.	1,839,449	PROMETHEAN
Batesville Services, Inc.	3,871,371	
Batesville Services, Inc.	2,984,036	PROVINCIAL
Batesville Services, Inc.	2,938,003	STONEHARBOR

Batesville Services, Inc.	5,471,612	T.E.A.C.H.
Batesville Services, Inc.	4,631,640	TAILOR-MADE
Batesville Services, Inc.	2,953,603	TCP
Batesville Services, Inc.	3,862,022	TENDER MOMENTS
Batesville Services, Inc.	1,279,866	THE PRESIDENT
Batesville Services, Inc.	3,855,152	TOKEN
Batesville Services, Inc.	1,861,987	TOTAL CASKET PROTECTION
Batesville Services, Inc.	3,888,201	TRAYVIEW
Batesville Services, Inc.	2,808,915	
Batesville Services, Inc.	1,215,464	
Batesville Services, Inc.	2,925,372	TURNING HOME
Batesville Services, Inc.	2,922,984	VINTAGE
Batesville Services, Inc.	3,878,274	WEBLINK
Batesville Services, Inc.	4,033,816	WESTON
Batesville Services, Inc.	2,923,478	WINDWARD REFLECTIONS

United States Trademark Applications:

OWNER	TITLE	APPLICATION NUMBER
Batesville Services, Inc.	BATESVILLE CONNECT	97248081