

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM844991

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carriage Funeral Holdings, Inc.		08/30/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Freeman Services, LLC		
Street Address:	700 West Central Avenue		
City:	LaFollette		
State/Country:	TENNESSEE		
Postal Code:	37766		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2603453	MARTIN WILSON	
CORRESPONDENCE DATA			
Fax Number:	2148558200		
<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:	2148558000		
Email:	chris.andersen@nortonrosefulbright.com		
Correspondent Name:	ANDREA SHANNON		
Address Line 1:	1301 MCKINNEY, SUITE 5100		
Address Line 2:	NORTON ROSE FULBRIGHT US LLP		
Address Line 4:	HOUSON, TEXAS 77010-3095		
ATTORNEY DOCKET NUMBER:	CARR:007		
NAME OF SUBMITTER:	Chris Andersen		
SIGNATURE:	/Chris Andersen/		
DATE SIGNED:	10/10/2023		
Total Attachments: 4			
source=MARTIN WILSON Trademark Assignment Agreement (Executed)#page1.tif			
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OP \$40.00 2603453

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "*Trademark Assignment*"), dated as of August 30th, 2023 (the "*Effective Date*"), is made by Carriage Funeral Holdings, Inc., a Delaware corporation ("*Assignor*"), and Freeman Services, LLC, a Tennessee limited liability company ("*Assignee*"), the purchaser of certain assets of Assignor pursuant to an Asset Purchase Agreement by and among Assignor and Assignee (the "*Asset Purchase Agreement*").

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has agreed to convey, transfer, and assign to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording and registering with the US Patent and Trademark Office and any other relevant Government Authority.

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "*Assigned Trademarks*"):

(a) the trademarks as shown on Schedule 1 (the "*Trademarks*"), together with the goodwill of the business symbolized by the Trademarks;

(b) the trademark registrations for the Trademarks and all issuances, extensions, and renewals thereof;

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

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

(e) all claims and causes of action with respect to any of the foregoing, whether accruing 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 and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks, and any other relevant Government Authority to record and register this Trademark Assignment upon request by Assignor or Assignee.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the

same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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

Signature page follows.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the Effective Date.

CARRIAGE FUNERAL HOLDINGS, INC.

By:  _____

Name: Shawn R. Phillips

Title: President

AGREED TO AND ACCEPTED:

FREEMAN SERVICES, LLC

By:  _____

Name: Jason Freeman

Title: President

[Signature page to Trademark Assignment]

TRADEMARK
REEL: 008223 FRAME: 0395

SCHEDULE 1

TRADEMARKS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Services</u>
MARTIN WILSON	2,603,453	August 6, 2002	Class 42: funeral services, namely, arranging and conducting funerals; transferring remains; providing funeral coaches, caskets, vaults, and urns; preparation of the body; embalming; cremating; arranging viewings, receptions, funeral memorial ceremonies, interments and burials.