

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carriage Funeral Holdings, Inc.		08/07/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	SCI Georgia Funeral Services, Inc.
Street Address:	1929 Allen Parkway
City:	Houston
State/Country:	TEXAS
Postal Code:	77019
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2215891	SIPPLE'S

CORRESPONDENCE DATA	
Fax Number:	(713)223-3717
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	713-226-1200
Email:	dpille@lockeliddell.com
Correspondent Name:	Steven S. Boyd
Address Line 1:	600 Travis Suite 3400
Address Line 2:	Locke Liddell & Sapp LLP
Address Line 4:	Houston, TEXAS 77002-3095

ATTORNEY DOCKET NUMBER:	015773-00033
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NAME OF SUBMITTER:	David Pille
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Total Attachments: 3 source=assgt1#page1.tif source=assgt2#page1.tif source=assgt3#page1.tif
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ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment (the "Assignment") is effective as of August 7, 2003, from CARRIAGE FUNERAL HOLDINGS, INC., a Delaware corporation ("Assignor"), to SCI GEORGIA FUNERAL SERVICES, INC., a Georgia corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of certain rights in trademarks, service marks and trade names, including, but not limited to, common law rights in these marks, as described on Schedule A attached to and made a part of this Assignment (collectively "Trademarks"); and

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement of even date herewith, which provides for, among other things, the purchase and sale of the Trademarks, and so Assignor now desires to transfer the Trademarks to Assignee;

NOW, THEREFORE, subject to the terms, conditions, covenants and provisions of this Assignment, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, intending legally to be bound, agrees as follows:

1. Transfer. Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns (i) all of Assignor's right, title and interest in, to and under the Trademarks, and (ii) all causes of action, past, present, and future, for infringement, unfair competition or otherwise with respect to the Trademarks.
2. Further Assurances. Assignor will, upon the written request of Assignee, its successors or assigns, execute all documents, prepared at the expense of Assignee, its successors or assigns, necessary or practicable in order to perfect Assignee's foreign and domestic title to any and all rights in the Trademarks conveyed hereunder, including, but not limited to, recordation of this Assignment to reflect Assignee's ownership of the Trademarks.
3. Authority. Assignor represents that Assignor has the full right to convey the entire interest herein assigned. Otherwise, the transfer hereunder is made without recourse or warranty.
4. Trademark Rights. Assignor covenants that (i) Assignor has not executed and will not execute any agreement in conflict herewith; and (ii) Assignor will not take any future action to challenge, erode or otherwise damage or jeopardize Assignee's rights in the Trademarks granted herein.
5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas, without reference to the choice of law principles thereof.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Assignment as of the day and year first above written.

CARRIAGE FUNERAL HOLDINGS, INC.

By: W. Clark Harlow
W. CLARK HARLOW, Vice President

SCHEDULE A**ASSIGNED TRADEMARKS**

All rights to the name "Sipple's" and all derivatives thereof, including, without limitation, the service mark "Sipple's" registered in the United States Patent and Trademark Office, originally in the name of CFS Funeral Services, Inc. (and subsequently assigned to Carriage Funeral Holdings, Inc.) as Registration No. 2,215,891.

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RECORDED: 10/21/2003**TRADEMARK**
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