

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM306729

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Remembrance Products Group, LLC		06/03/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC BANK		
<b>Street Address:</b>	249 Fifth Ave., MS P1-POPP-BL-7		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15222		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86240158	BE REMEMBERED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165790212		
<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>			
<b>Phone:</b>	216-586-3939		
<b>Email:</b>	crhunter@jonesday.com, pcyngier@jonesday.com		
<b>Correspondent Name:</b>	Caitlin R. Hunter		
<b>Address Line 1:</b>	901 LAKESIDE AVENUE		
<b>Address Line 2:</b>	JONES DAY		
<b>Address Line 4:</b>	CLEVELAND, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	879047-121046-PNC		
<b>NAME OF SUBMITTER:</b>	Caitlin R. Hunter		
<b>SIGNATURE:</b>	/Caitlin R. Hunter/		
<b>DATE SIGNED:</b>	06/05/2014		
<b>Total Attachments: 5</b>			
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TRADEMARK



## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 3, 2014 (this "*Agreement*"), is made by REMEMBRANCE PRODUCTS GROUP, LLC, a Delaware limited liability company (herein, together with its successors and assigns, the "*Grantor*"), in favor of PNC BANK, NATIONAL ASSOCIATION, as collateral agent (together with its successor(s) thereto in such capacity, the "*Collateral Agent*") for each of the Secured Creditors.

### W I T N E S S E T H :

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of March 13, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Aurora Casket Company, LLC, an Indiana limited liability company (the "*Borrower*"), Aurora Products Group, LLC, a Delaware limited liability company ("*Holdings*"), the financial institutions named as lenders therein (herein, together with any other person that becomes a "Lender" under the Credit Agreement and the respective successors and assigns of such "Lenders", the "*Lenders*") and PNC Bank, National Association, as a Lender, the Issuing Bank, the Swing Line Lender, and as the Administrative Agent and the Collateral Agent, the Lenders will provide certain loans or advances or other extensions of credit to or for the benefit of the Borrower;

WHEREAS, the Grantor is a new direct wholly-owned Subsidiary of the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement Joinder, dated as of the date hereof, in favor of the Collateral Agent for the benefit of the Secured Creditors, pursuant to which the Grantor became an "Assignor" under that certain Security Agreement, dated as of June 29, 2012 (as the same has been and may be further amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), among the Borrower, Holdings, the other Assignors from time to time party thereto and the Collateral Agent;

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure performance of the Secured Obligations;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Creditor, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided in the Security Agreement and, to the extent not therein defined, the meaning assigned in the Credit Agreement.

SECTION 2. Grant of Security Interest. The Grantor does hereby grant to the Collateral Agent, for the benefit of the Secured Creditors, a continuing security interest in, all of the right, title and interest of such Grantor in, to and under all of the following, whether now existing or hereafter from time to time arising or acquired and wherever located ("*Trademark Collateral*"):

- (a) all Marks, including each Mark and Mark application set forth in Schedule I;

(b) all of the goodwill of the business connected with the use of, and symbolized by the foregoing;

(c) the right to sue third parties for past, present and future infringements of any of the foregoing; and

(d) all proceeds of, and rights associated with, the foregoing (including proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, the Trademark Collateral shall not include all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the PTO, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the ratable benefit of each other Secured Creditor under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Creditor thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon the occurrence of an event pursuant to the Credit Agreement or Security Agreement that would result in the release of all or a portion of the Trademark Collateral from the security interest thereon, the security interests granted herein shall automatically terminate, as applicable, with respect to all or such applicable portion of the Trademark Collateral. Upon any such release, the Collateral Agent will, at the sole expense of the Grantor, release without any representations, warranties or recourse of any kind whatsoever, all or such applicable portion of the Trademark Collateral held by the Collateral Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

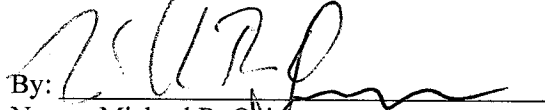
SECTION 6. Governing Law, Entire Agreement, etc. **THIS SUPPLEMENT WILL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

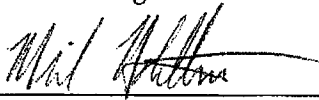
\* \* \* \* \*

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

REMEMBRANCE PRODUCTS GROUP, LLC,  
*as the Grantor*

By:   
Name: Michael R. Quinn  
Title: President and Chief Executive Officer

PNC BANK, NATIONAL ASSOCIATION,  
*as Collateral Agent*

By:   
Name: Michael Hotchkiss  
Title: Vice President

SCHEDULE I  
to Trademark Security Agreement

Trademark	Application No.	Filing Date	Registration No.	Registration Date	Goods/Services	Owner
BE REMEMBERED	86240158	02-April-2014	N/A	N/A	A website allowing users to input and upload data, text, photos, graphics, videos, animation and the like to tell their life story, prepare a managed wish list of activities they would like to perform during their lifetime, and record preferences for end-of-life events, all to be inputted and uploaded by users and distributed after a user is deceased; a software application for use on computers, tablets and multiple types of mobile devices allowing users to input and upload data, text, photos, graphics, videos, animation and the like to tell their life story, prepare a managed wish list of activities they would like to perform during their lifetime, and record preferences for end-of-life events, all to be inputted and uploaded by users and distributed after a user is deceased	Remembrance Products Group, LLC