

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507881

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
StoneMor Operating LLC		08/04/2016	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Capital One, National Association		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4775107	STONEMOR	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	Marissa.Yu@freshfields.com		
Correspondent Name:	Marissa Yu		
Address Line 1:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Marissa M Yu		
SIGNATURE:	/mmy/		
DATE SIGNED:	01/30/2019		
Total Attachments: 5			
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OP \$40.00 4775107

TRADEMARK SECURITY AGREEMENT

August 4, 2016

This Trademark Security Agreement (the "Agreement") is made as of the date first set forth above, by and among Forest Lawn Memorial Chapel, Inc., an Indiana corporation ("Forest Lawn"), and StoneMor Operating LLC, a Delaware limited liability company ("StoneMor Operating" and, together with Forest Lawn, referred to herein, individually, as "Grantor" and, collectively, as the "Grantors"), in favor of Capital One, National Association, a national banking association, in its capacity as administrative agent (the "Administrative Agent") for itself and for the Secured Parties (as defined in the Credit Agreement identified below).

WHEREAS, StoneMor Operating, the other Borrowers party thereto, including Forest Lawn, the Administrative Agent and the lenders from time to time party thereto (the "Lenders") are entering into that certain Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for certain extensions of credit and other financial accommodations to be made by the Lenders to or for the benefit of the Borrowers;

WHEREAS, as a condition to the effectiveness of the Credit Agreement, StoneMor Partners L.P., a Delaware limited partnership, StoneMor Operating, the other Borrowers party thereto, including Forest Lawn, and the Administrative Agent are entering into that certain Guaranty and Collateral Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement");

WHEREAS, pursuant to the terms of the Collateral Agreement, each Grantor has granted to the Administrative Agent a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations, trademark applications and trademark licenses, together with the goodwill of the business symbolized by each Grantor's trademarks, and all proceeds thereof, to secure the payment of all obligations; and

WHEREAS, the Grantors own the Trademark Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor grants to the Administrative Agent a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

- i. each trademark owned by such Grantor, including, without limitation, each trademark registration and application referred to in Schedule 1 hereto under which a trademark registered with the United States Patent and Trademark Office (including a trademark that is subject to a pending application for registration), and all of the goodwill of the business connected with the use of, or symbolized by, each trademark;
- ii. each trademark license under which exclusive rights are granted to such Grantor, including, without limitation, each trademark license identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each trademark licensed pursuant thereto; and

- iii. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantors against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademark registrations referred to in Schedule 1 hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 hereto and the trademark licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license;

provided, however, in no case shall "Trademark Collateral" include any Excluded Property (as defined in the Collateral Agreement).

The foregoing security interest is granted in conjunction with the security interests granted by each Grantor to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

This Agreement shall be construed in accordance with and governed by the law of the State of New York.

Terms defined in the Collateral Agreement and not otherwise defined herein have, as used herein, the respective meanings provided for therein.

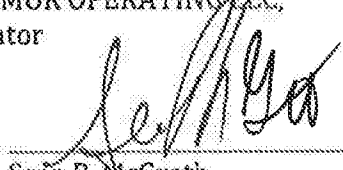
[Signature Page Follows]

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

FOREST LAWN MEMORIAL CHAPEL, INC.,
as Grantor

By: 
Name: Frank Milles
Title: Vice President

STONEMOR OPERATING, L.L.C.,
as Grantor

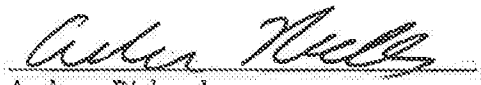
By: 
Name: Sean P. McGrath
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006544 FRAME: 0806

Acknowledged and agreed:

CAPITAL ONE, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Andrew Richards
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

Schedule 1
to Trademark
Security Agreement

Trademarks

<u>Owner</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial Number/ Registration Number</u>	<u>Date of Filing(s)</u>
Forest Lawn Memorial Chapel, Inc.	FOREST LAWN MEMORY GARDENS & FUNERAL HOME	Indiana	IN 20050416	July 26, 2005
Stonemor Operating LLC	STONEMOR	Federal	4,775,107	July 21, 2015

Trademarks - Foreign

None.

Trademark Licenses

None.