

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM610608

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tom M. Wages Funeral Service, LLC		06/01/2018	Limited Liability Company: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Heritage Georgia, LLC		
<b>Street Address:</b>	853 Broadway, Suite 2014		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10003		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3384716	TOM M. WAGES FUNERAL SERVICE, LLC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<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>	3128622000		
<b>Email:</b>	rob.soneson@kirkland.com		
<b>Correspondent Name:</b>	ROB SONESON		
<b>Address Line 1:</b>	300 N LASALLE		
<b>Address Line 2:</b>	KIRKLAND & ELLIS LLP		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	44914-5-RFS		
<b>NAME OF SUBMITTER:</b>	Rob Soneson		
<b>SIGNATURE:</b>	/rsoneson/		
<b>DATE SIGNED:</b>	11/24/2020		
<b>Total Attachments: 5</b>			
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**TRADEMARK ASSIGNMENT**

This **TRADEMARK ASSIGNMENT** ("Assignment") is made effective as of June 1, 2018 ("Effective Date") by and between Tom M. Wages Funeral Service, LLC, a Georgia limited liability company ("Assignor"), and Heritage Georgia, LLC ("Assignee").

**WHEREAS**, Assignor owns the trademark set forth on Schedule A and all common law and other rights, worldwide, in and to the foregoing (such rights, collectively, the "Trademarks").

**WHEREAS**, pursuant to that certain Asset Purchase Agreement dated as of June 1, 2018 by and among Heritage Family Funeral Services, Inc., a Tennessee corporation ("HFFS"), Heritage Family Management, LLC, a Tennessee limited liability company ("HFM"), each of the direct and indirect Subsidiaries of HFFS and HFM party thereto, TWT, LLC, a Tennessee limited liability company ("TWT"), Tetrick Interests, L.P. ("TILP"), (collectively, the "Sellers"), and Heritage Operating LLC, a Delaware limited liability company, Heritage Property LLC, a Delaware limited liability company, Heritage Cemetery Services Tennessee LLC, a Delaware limited liability company, Heritage Cemetery Services Virginia LLC, a Delaware limited liability company, Heritage Tennessee LLC, a Delaware limited liability company, Heritage Virginia LLC, a Delaware limited liability company, Heritage North Carolina, Inc., a Delaware corporation, Heritage North Carolina (Webb), Inc., a Delaware corporation, Heritage North Carolina (Grandview), Inc., a Delaware corporation, Heritage Kentucky LLC, a Delaware limited liability company, and Heritage Georgia LLC, a Delaware limited liability company, (collectively, the "Buyers"), and Richard Tetrick, Norma Tetrick and Tyler Tetrick, and Renee Lockhart and Richard Tetrick as trustees of each of (A) the Richard Tetrick 2000 Irrevocable Trust and (B) the 1992 Tetrick Family Irrevocable Trust, and Richard Tetrick, in his capacity as Seller Representative (the "Purchase Agreement"), Assignor has agreed to assign to Assignee all of its right, title and interest in and to the Trademarks; and

**WHEREAS**, subject to the terms and conditions of this Assignment, Assignor desires to assign to Assignee, and Assignee desires to receive, all right, title, and interest in and to the Trademarks.

**NOW, THEREFORE**, for good and valuable consideration as set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns to Assignee all of its right, title and interest in and to the Trademarks, including without limitation the goodwill of the business connected with the use thereof and which is symbolized thereby, together with (a) all registrations, applications, renewals and extensions thereof, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past, present and future infringement, violation, or dilution thereof, (c) all rights to sue for past, present, and future infringement, violation, or dilution of the foregoing, including the right to settle suits involving claims and demands for royalties owing, (d) all rights corresponding to any of the foregoing throughout the world, and (e) the right to assign the rights conveyed herein, in the case of all of the foregoing, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as

said rights would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignor hereby requests the Commissioner for Trademarks of the United States Patent and Trademark Office, and the equivalent entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks.
3. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.
4. Assignor shall take all further actions, and provide Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), as reasonably requested by Assignee to more fully and effectively evidence or effectuate the purposes of this Assignment, including, without limitation, executing any forms of assignment substantially similar hereto as necessary for filing in any jurisdiction outside of the United States.
5. This Assignment may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one (1) and the same agreement. Any counterpart may be executed by facsimile or electronic portable document format (.pdf) signature and such facsimile or .pdf signature shall be deemed an original. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
6. Nothing herein shall limit or modify in any way the transactions contemplated by, or the other matters addressed in, the Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of Assignor and Assignee, through its respective duly authorized representative identified below has duly executed this Assignment as of the Effective Date.

ASSIGNOR:

TOM M. WAGES FUNERAL SERVICE, LLC

By: Richard Tetrick

Name: Richard Tetrick

Title: Chief Manager

ASSIGNEE:

HERITAGE GEORGIA, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, each of Assignor and Assignee, through its respective duly authorized representative identified below has duly executed this Assignment as of the Effective Date.

ASSIGNOR:

TOM M. WAGES FUNERAL SERVICE, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ASSIGNEE:

HERITAGE GEORGIA, LLC

By: Ursula Gartz

Name: Ursula Gartz

Title: President

*[Signature Page to Trademark Assignment Agreement]*

**TRADEMARK**  
**REEL: 007114 FRAME: 0278**

**Schedule A**  
**Trademarks**

**Registered Trademarks**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No./ Filing Date</b>	<b>Registration No./ Registration Date</b>	<b>Status</b>	<b>Current Owner</b>
TOM M. WAGES FUNERAL SERVICE, LLC	U.S.	77/212104 21-Jun-2007	3384716 19-Feb-2008	Registered	Tom M. Wages Funeral Service, LLC