

TI1000000856

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

OK to file per
BV 9/25/18

Office Use Only



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TI1-856

09/24/18--01037--001 **200.00

2018 SEP 24 AM 9:02

N. CAUSSEAU

SEP 26 2018

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Trademark Security Agreement
(Name of Mark to be assigned)

Dear Sir or Madam:

The enclosed Mark Assignment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Adriana Moreno

(Name of Person)

Greenberg Traurig LLP

(Firm/Company)

1000 Louisiana Street, Suite 1700

(Address)

Houston, TX 77002

(City/State and Zip Code)

For further information concerning this matter, please call:

Adriana Moreno at (713) 374-3652

(Name of Person)

(Area Code & Daytime Telephone Number)

STREET/COURIER ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

FILING FEE: \$50 per class

ASSIGNMENT OF MARK REGISTRATION

1. The mark to be assigned is: FULLER
2. Registration Number: T11000000856
3. (a) Assignor's name: Carriage Funeral Holdings, Inc.

(b) Assignor's Business Address: 3040 Post Oak Blvd., Suite 300
Houston, TX 77056
City/State/Zip

If Different, Assignor's Mailing Address: _____

City/State/Zip

4. (a) Assignee's name: Bank of America, N.A., as administrative agent

(b) Assignee's Business Address: 901 Main Street, Mail Code TX1-492-14-06
Dallas, TX 75202
City/State/Zip

If Different, Assignee's Mailing Address: _____

City/State/Zip

(c) Assignee's telephone number: (713) 374-3652

☐ Individual ☒ Corporation ☐ Joint Venture ☐ Limited Liability Company

☐ General Partnership ☐ Limited Partnership ☐ Union ☐ Other: _____

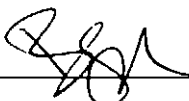
If other than an individual,

(1) Florida registration/ document number: F97000002724 (2) Domicile State: TX

(3) Federal Employer Identification Number: 76-0339922

5. All-right, title and interest in and to said mark, together with the good will of the business in which the mark is used (or that part of the good will of the business connected with the use of and symbolized by the mark) is hereby

assigned by Carriage Funeral Holdings, Inc. to Bank of America, N.A., as administrative agent
(the Assignor) (the Assignee)

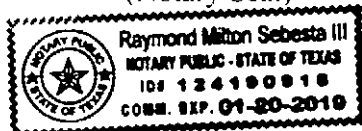
6. Assignor's Signature: 

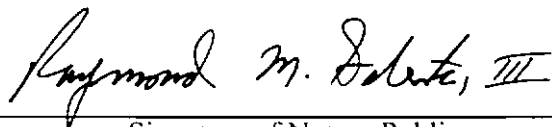
By Carl Benjamin Brink, Treasurer
(Typed or Printed Name of Person Signing Above)

Sworn to and subscribed before me on this 13th day of SEPTEMBER, 2018, Carl Benjamin Brink
(Name of Individual Signing)

☒ who is personally known to me ☐ whose identity I proved on the basis of _____

(Notary Seal)





Signature of Notary Public

7. Assignee's Signature: _____

By Don B. Pinzon, Vice President
(Typed or Printed Name of Person Signing Above)

Sworn to and subscribed before me on this _____ day of _____, 2018, Don B. Pinzon
(Name of Individual Signing)

☐ who is personally known to me ☐ whose identity I proved on the basis of _____

(Notary Seal)

Signature of Notary Public

FILING FEE: \$50 per class
Division of Corporations P. O. Box 6327 Tallahassee, FL 32314

FILED
SECRETARY OF STATE
SEP 26 AM 9:02
TALLAHASSEE, FL

FILED
SEP 21 11 09 AM '18
FBI - NEW YORK

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of May 31, 2018, is made between CARRIAGE FUNERAL HOLDINGS, INC., a Delaware corporation ("Grantor"), and BANK OF AMERICA, N.A., as administrative agent (together with any successors thereto in such capacity, "Administrative Agent") for each of the Secured Creditors.

Background.

Pursuant to the Credit Agreement dated as of May 31, 2018 (such agreement, together with all amendments and restatements thereto, the "Credit Agreement"), among Carriage Services, Inc. a Delaware corporation ("Borrower"), the Lenders party thereto (each, singly, a "Lender", and collectively, the "Lenders"), and Bank of America, N.A., as Administrative Agent, Lenders and L/C Issuer have extended commitments to make Credit Extensions to and for the benefit of Borrower.

In connection with the Credit Agreement, Grantor, Administrative Agent and the other Debtors party thereto have executed and delivered the Security Agreement dated as of May 31, 2018 (such agreement, together with all amendments and restatements thereto, the "Security Agreement").

Pursuant to the Credit Agreement and the Security Agreement, Grantor is required to execute and deliver this Agreement and to grant to Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations.

Grantor is a Subsidiary of Borrower.

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

It is in the best interests of Grantor to execute this Security Agreement inasmuch as Grantor will derive substantial direct and indirect benefits from the Credit Extensions made from time to time to or for the benefit of Borrower by Lenders and L/C Issuer pursuant to the Credit Agreement and from the other credit extensions made other Secured Creditors to or for the benefit of Borrower and any other Loan Party.

Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lenders and L/C Issuer to make Credit Extensions (including the initial Credit Extension) to Borrower pursuant to the Credit Agreement, and the other Secured Creditors to extend credit to or for the benefit of Borrower or any other Loan Party, Grantor agrees, for the benefit of Administrative Agent and each other 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 meanings provided (or incorporated by reference) in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, Grantor does hereby mortgage, pledge and hypothecate to Administrative Agent, and grant to Administrative Agent a security interest in, for its benefit and the benefit of each Secured Creditor, all right, title, and interest in and to all of the following property, whether now owned or hereafter acquired or existing (the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark") referred to in Item A of Schedule 1 attached hereto, all registrations and recordings thereof, and all registration and recording applications filed with any Governmental Authority in connection therewith, and all extensions or renewals thereof;

(b) any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned or which otherwise has the right to license, or granting any right to use any Trademark now or hereafter owned by any third party, and all rights under any such agreement (all of the foregoing items in this clause (b) being collectively called a "Trademark License") referred to in Item B of Schedule 1 attached hereto;

(c) all goodwill associated therewith or symbolized by the items described in clauses (a) and (b), all other assets, rights and interests that uniquely reflect or embody such goodwill;

(d) all rights to use and/or sell any of the items in clauses (a), (b) and (c);

(e) the portion of the business to which each Trademark pertains;

(f) all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing; and

(g) all proceeds of the foregoing.

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

SECTION 4. Release of Security Interest. Upon the occurrence of the Release Date, Administrative Agent shall, at Grantor's expense, execute and deliver to Grantor all instruments

and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative 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.

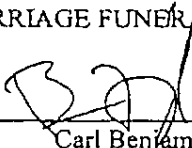
SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

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.

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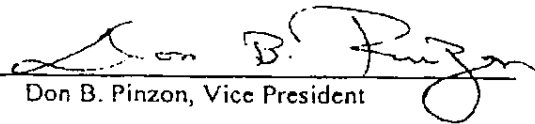
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CARRIAGE FUNERAL HOLDINGS, INC.

By: 

Carl Benjamin Brink
Treasurer

BANK OF AMERICA, N.A., as Administrative Agent

By: 
Don B. Pinzon, Vice President

SCHEDULE 1
to Trademark
Security Agreement

Item A. Trademarks

<u>Registered Trademarks</u>			
<u>Country/State</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.	Lane	1803498	11/09/1993
U.S.	Fred Talley's	2291909	11/16/1999
U.S.	Steen	2422453	01/23/2001
U.S.	Hennessy Bagnoli	2478137	08/14/2001
U.S.	Bunkers	2503582	11/06/2001
U.S.	Martin Wilson	2603453	08/06/2002
U.S.	Sidun	3215690	03/06/2007
Florida	Fuller	T11000000856	08/31/2011
Florida	Fuller Metz Cremation And Funeral Services	T11000000857	08/31/2011
Florida	Fuller Funeral Home And Cremation Service	T11000000855	08/31/2011
Florida	Fuller Cremation Center	T11000000854	08/31/2011
Illinois	Dieterle Memorial Home	101482	03/30/2010
Illinois	HIRSCH FUNERAL HOMES — WITH LOGO — WORDS APPEAR IN SPECIFIC CONFIGURATION	101404	03/04/2010
Illinois	HIRSCH WEST END FUNERAL HOMES — WITH LOGO — WORDS APPEAR IN STYLIZED PRINT IN SPECIFIC CONFIGURATION	101403	03/04/2010

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Pending Trademark Applications

<u>Country/State</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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Item B. Trademark Licenses

<u>Country/State</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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FILED
CLERK, JAYCO
REGISTERED
2012 SEP 21 AM 9:02