

04-05-2000

SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks. Please receive the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

The York Group, Inc.

MRD  
10-1-99Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 2. Name and address of receiving party(ies):

Name: ABN AMRO Bank N.V., as Collateral Agent

Internal Address: \_\_\_\_\_

Street Address: 3 Riverway, Suite 1700City: Houston State: TX Zip: 77056(Additional name(s) & address(es) attached? ☐ Yes ☒ No)

## 3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other \_\_\_\_\_Execution Date: August 1, 1999

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: N/A

A. Patent Application No.(s)

Please see attached  
Schedule 1

B. Patent No.(s)

Please see attached  
Schedule 1Additional numbers attached? ☒ Yes ☐ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Heather BurnsInternal Address: N/AStreet Address: South Tower Pennzoil Place711 Louisiana, Suite 2900City: Houston, State: Texas Zip: 77002-2781

## 6. Total number of applications and patents involved:

507. Total fee (37 CFR 3.41): \$2,000.00☒ Enclosed☒ Authorized to be charged to deposit account

## 8. Deposit account number:

50-0259

(Attach duplicate copy of this page if paying by deposit account)

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## 9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Name of Person Signing

Signature

August 1, 1999  
Date

Total number of pages comprising cover sheet:

5

Schedule 2.02(d)

THE YORK GROUP, INC.

INTELLECTUAL PROPERTY SCHEDULE

PATENTS & PATENT APPLICATIONS

<u>TITLE</u>	<u>SERIAL NO./FILING DATE</u> <u>PATENT NO./DATE</u>	<u>RECORDED OWNER</u>
US-PT for Casket Display	08/789,152 - 1/24/97 5,901,963	The York Group, Inc.
Canada-PT for Casket Display	2,227,852 - 1/24/98	The York Group, Inc.
Mexico-PT for Casket Display	98/00713 - 1/24/98	The York Group, Inc.
US-PT for Casket Display System	09/307,792	The York Group, Inc.
US-PT Death Care Merchandise Display	5,901,862 - 5/11/99	The York Group, Inc.
US-PT Death Care Merchandise Display System	09/307,791	The York Group, Inc.
Canada-PT Modular Walls for Death Care Merchandise Display Unit	2,227,850 - 1/24/98	The York Group, Inc.
Mexico-PT Modular Walls for Death Care Merchandise Display Unit	98/00711 - 1/23/98	The York Group, Inc.
Canada-PT Death Care Merchandise Display	2,227,849 - 1/23/98	The York Group, Inc.
Mexico-PT Death Care Merchandise Display	98/00712 - 1/24/98	The York Group, Inc.
US-PT Death Care Merchandise Display Unit	09/177,160 - 10/22/98	The York Group, Inc.
US-PT Slat Wall Memorial Display Unit Design	29/065,685 - 1/24/97	The York Group, Inc.
US-PT Slat Wall Memorial Display Unit Design	29/090,476 - 7/9/98	The York Group, Inc.
US-PT Death Care Merchandise Cornice Design	D 407,180 - 3/23/99	The York Group, Inc.
US-PT Partial Casket Side View Display Unit Design	29/065,684 - 1/24/97	The York Group, Inc.

THE YORK GROUP, INC.INTELLECTUAL PROPERTY SCHEDULEPATENTS & PATENT APPLICATIONS

TITLE	SERIAL NO./FILING DATE PATENT NO./DATE	RECORDED OWNER
US-PT Casket Display	29/065,345	The York Group, Inc.
Canada PT-Partial Casket Side View Display Unit Design	1997-1895 - 1/24/97	The York Group, Inc.
Mexico PT-Partial Casket Side View Display Unit Design	97/668 - 1/24/97	The York Group, Inc.
US-PT Full and Partial Casket Display	29/065,686 - 1/24/97 D398,654	The York Group, Inc.
US-PT Partial Casket End View Display Unit Design	29/065,687 - 1/24/97	The York Group, Inc.
Canada PT-Partial Casket End View Display Unit Design	1997-1897 - 1/24/97	The York Group, Inc.
Mexico PT-Partial Casket End View Display Unit Design	97/669 - 1/24/97	The York Group, Inc.
US PT-Full Casket & Casket End View Display Unit Design	D398,026 - 9/8/98	The York Group, Inc.
Canada PT-Design for Full Casket & Casket End View Display Unit Design	1997-1896 - 1/24/97	The York Group, Inc.
Mexico PT-Design for Full Casket & Casket End View Display Unit Design	97/667 - 1/24/97	The York Group, Inc.
US PT-Angled Partial Casket Side View Display Design	D398,027 - 9/8/98	The York Group, Inc.
US PT-Bier for Casket Display	29/065,739	The York Group, Inc.
US PT-Casket Display Design System	29/065,688 - 1/24/97	The York Group, Inc.
US-PT Segmented Burial Vault	08/969,907 - 11/13/97	The York Group, Inc.
Canada-PT Modular Burial Vault	2,251,710 - 11/13/98	The York Group, Inc.
Mexico-PT Modular Burial Vault	98/09522 - 11/13/98	The York Group, Inc.
US-PT System for Mounting Lock-Find Tube on Burial Casket	5,625,923 - 11/30/93	The York Group, Inc.

THE YORK GROUP, INC.INTELLECTUAL PROPERTY SCHEDULEPATENTS & PATENT APPLICATIONS

<u>TITLE</u>	<u>SERIAL NO./FILING DATE</u> <u>PATENT NO./DATE</u>	<u>RECORDED OWNER</u>
US-PT Bereavement Casket Having Image Receiving Surface	5,887,321 - 03/30/99	The York Group, Inc.
US-PT Divisional Bereavement Casket Having Image Receiving Surface	09/281,183 - 03/30/99	The York Group, Inc.
US-PT Installation-Free Casket Display Unit	09/090,616 - 6/4/98	The York Group, Inc.
CANADA-PT Installation-Free Casket Display Unit	2,272,117 - 5/17/99	The York Group, Inc.
MEXICO-PT Installation-Free Casket Display Unit	99/05180 - 6/04/99	The York Group, Inc.
US-PT Death Care Merchandise Display Unit Design	09/090,699 - 7/14/98	The York Group, Inc.
Canada-PT Death Care Merchandise Display Unit Design	1999-0085 - 01/14/99	The York Group, Inc.
Mexico-PT Death Care Merchandise Display Unit Design	99/74 - 01/14/99	The York Group, Inc.
US-PT Integrated Display System for Death Care Merchandise	09/115,159 - 7/14/98	The York Group, Inc.
US-PT Slat Wall Death Care Merchandise Display Unit	09/205,579 - 12/04/98	The York Group, Inc.
US-PT Design Application Slat Wall Death Care Merchandise Display Unit with A Category Delineator	29/097,410 - 12/04/98	The York Group, Inc.
US-PT Merchandise Selling System and Display Unit for Death Care Merchandise	09/323,131	The York Group, Inc.
Canada-PT Design Application Slat Wall Death Care Merchandise Display Unit with A Category Delineator	1999-1300 - 5/26/99	The York Group, Inc.

Schedule 2.02(d)

THE YORK GROUP, INC.

INTELLECTUAL PROPERTY SCHEDULE

PATENTS & PATENT APPLICATIONS

<u>TITLE</u>	<u>SERIAL NO./FILING DATE</u> <u>PATENT NO./DATE</u>	<u>RECORDED OWNER</u>
MEXICO-PT Design Application Slat Wall Death Care Merchandise Display Unit with A Category Delineator	99/660 - 6/04/99	The York Group, Inc.
US-PT Memorial Death Care Merchandise Display Unit	09/205,080 - 12/04/98	The York Group, Inc.
US-PT CIP Memorial Death Care Merchandise Display Unit	09/258,778 - 02/26/99	The York Group, Inc.
US-PT Metal Casket Construction	09/293,279 - 04/16/99	The York Group, Inc.
US-PT Casket with Snap on Applique	09/251,071	The York Group, Inc.

## **TRADEMARK AND PATENT SECURITY AGREEMENT**

This Trademark and Patent Security Agreement dated as of August 12, 1999 ("Trademark and Patent Security Agreement") is made by The York Group, Inc., a Delaware corporation ("Grantor"), having an address at 8554 Katy Freeway, Suite 200, Houston, Texas 77024, to ABN AMRO Bank N.V., a Netherlands chartered bank, as collateral agent (the "Secured Party") for the benefit of the Credit Parties (as defined below).

The Grantor owns the trademarks, trademark registrations, trademark applications, patents and patent applications, and is a party to the trademark and patent licenses listed on Schedule 1 annexed hereto and by this reference incorporated herein.

Pursuant to the terms of the Security Agreement dated as of August 12, 1999, (as the same may be amended and in effect from time to time, the "Security Agreement") of Grantor in favor of Secured Party for the benefit of the Secured Party, the Lenders, any Swap Counterparty, the Agent, and the Noteholders (as such terms may be defined in the Security Agreement, collectively referred to herein as the "Credit Parties"), Grantor has granted a security interest to Secured Party for its benefit and the ratable benefit of the Credit Parties in the Collateral, as such term is defined in the Security Agreement, including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patent applications, patents, trademark applications, trademarks, trademark registrations, trademark licenses, patent licenses and all products and proceeds thereof, set forth on Schedule 1 attached hereto, to secure the payment of all Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Secured Party for its benefit and the ratable benefit of the Credit Parties a security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (the "Trademark and Patent Collateral"):

- (1) trademarks, trademark registrations, trademark applications and trademark licenses, including, without limitation, the trademarks, trademark registrations (together with any reissues, continuations, or extensions thereof) and trademark applications, referred to in Schedule 1 annexed hereto; and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration, trademark application and trademark license;


- (2) each patent and all registrations and recordings thereof, and all patent applications patent licenses, including each patent listed on the attached Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, trademark registrations or patent referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred to in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license or any patent.

provided that in no event shall the term "Trademark and Patent Collateral" include any asset or property of Grantor which would be rendered void or voidable, or which if included in Trademark and Patent Collateral would violate, be prohibited by, or constitute a default under any agreement, contract, document or law relating thereto, would require any consent which has not been obtained, or would result in the incurrence or imposition of any penalty upon the Grantor or any of its Subsidiaries as a result of a grant of a security interest in such asset or property.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark and Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

THE YORK GROUP, INC.

By:   
Name: David Beck  
Title: Vice President