

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478295

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		05/31/2018	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Carriage Management, Inc.		
Street Address:	1900 St. James Place		
Internal Address:	4th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2250825	STERLING	
Registration Number:	2289779	WILLIAMSON & SONS	
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>			
Phone:	713.374.3571		
Email:	hernandezm@gtlaw.com		
Correspondent Name:	Mona Hernandez		
Address Line 1:	1000 Louisiana Street, Suite 1700		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	116281.016000		
NAME OF SUBMITTER:	Lou Ann Brunenn		
SIGNATURE:	/Lou Ann Brunenn/		
DATE SIGNED:	06/15/2018		
Total Attachments: 28			
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TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT
(Carriage Management, Inc.)

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Bank of America, N.A., a national banking association, as Administrative Agent for the Secured Lenders ("Agent"), pursuant to that certain Credit Agreement dated as of August 30, 2012, among Agent, the Lenders party thereto, and Carriage Management, Inc., a Delaware corporation ("Grantor"), together with all amendments and restatements (the "Credit Agreement"), does hereby terminate and release its interest in and to that specific Trademark Collateral shown on Exhibit "A" attached hereto, namely, those trademarks listed on Exhibit "A" (the "Released Trademarks"), arising from that certain Trademark Security Agreement dated as of August 30, 2012, between Agent and Grantor which was recorded in the United States Patent and Trademark Office on or about March 5, 2013, as against the Released Trademarks at Reel/Frame 4975/0230.

Executed as of the 31st day of May, 2018.

AGENT:

Bank of America, N.A., as Administrative Agent

By: _____

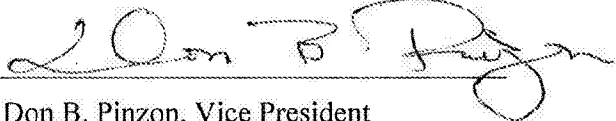

Don B. Pinzon, Vice President

EXHIBIT A

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Security Agreement Supplement No. 1	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carriage Management, Inc.		02/25/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	901 Main Street		
Internal Address:	Mail Code: TX1-492-14-06		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2250825	STERLING	
Registration Number:	2289779	WILLIAMSON & SONS	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-745-5226		
Email:	awalker@winstead.com		
Correspondent Name:	Andrea Walker, Winstead PC		
Address Line 1:	P. O. Box 131851		
Address Line 4:	Dallas, TEXAS 75313-1851		
ATTORNEY DOCKET NUMBER:	25690-692 BA/CARRIAGE MGT		
NAME OF SUBMITTER:	Andrea Walker		
Signature:	/Andrea Walker/		

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TRADEMARK
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Date:

03/05/2013

Total Attachments: 24

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SECURITY AGREEMENT SUPPLEMENT NO. 1

SECURITY AGREEMENT SUPPLEMENT NO. 1 (this "Supplement") dated as of February 25, 2013, to the Security Agreement dated as of August 30, 2012 (such agreement, together with all amendments, restatements, amendments and restatements, supplements, modifications and Joinders, the "Security Agreement"), among the initial signatories thereto and each other Person who from time to time thereafter became a party thereto pursuant to Section 6.15 thereof (each, individually, a "Debtor" and collectively, the "Debtors"), in favor of BANK OF AMERICA, N.A., as Administrative Agent (in such capacity, "Secured Party"), for its benefit and the benefit of each Secured Creditor or.

BACKGROUND.

Capitalized terms not otherwise defined herein have the meaning specified in the Security Agreement. The Security Agreement provides that additional parties may become Debtors under the Security Agreement by execution and delivery of this form of Supplement. Pursuant to the provisions of Section 6.15 of the Security Agreement, the undersigned is becoming a Debtor under the Security Agreement. The undersigned desires to become a Debtor under the Security Agreement in order to induce Secured Creditor to continue to make and maintain financial accommodations under the Loan Documents, Secured Hedge Agreements and Secured Cash Management Agreements.

AGREEMENT.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Secured Creditors to continue to make and maintain financial accommodations under the Loan Documents, Secured Hedge Agreements and Secured Cash Management Agreements, the undersigned hereby agrees with Secured Party, for its benefit and the benefit of Secured Creditor, as follows:

1. *Joinder.* In accordance with the Security Agreement, the undersigned hereby becomes a Debtor under the Security Agreement with the same force and effect as if it were an original signatory thereto as a Debtor and the undersigned hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Debtor thereunder and (b) represents and warrants that the representations and warranties made by it as a Debtor thereunder are true and correct on and as of the date hereof. Each reference to a "Debtor" in the Security Agreement shall be deemed to include the undersigned.

2. *Assignment and Grant of Security Interest.* As security for the payment and performance, as the case may be, in full of the Secured Obligations, the undersigned hereby assigns to, and pledges and grants to Secured Party, for it and the benefit of Secured Creditor, a security interest in the entire right, title, and interest of the undersigned in and to all Collateral, whether now or hereafter existing, owned, arising or acquired.

3. *Representations and Warranties.* On and as of the date hereof or each Schedule Effective Date, as appropriate, the undersigned makes each representation and warranty set forth in Article III of the Security Agreement.

4. *Notices.* All communications and notices hereunder shall be in writing and given as provided in Section 6.11 of the Security Agreement.

5. *GOVERNING LAW.* THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF TEXAS APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, EXCEPT

TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN TEXAS; *PROVIDED*, THAT SECURED PARTY AND EACH SECURED CREDITOR SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

6. *Full Force of Security Agreement.* Except as expressly supplemented hereby, the Security Agreement remains in full force and effect in accordance with its terms.

7. *Schedules.* Schedules 1 through 12 to the Security Agreement shall be supplemented by the addition of Schedules 1 through 12 attached hereto as to the undersigned.

8. *Severability.* If any provision of this Joinder is held to be illegal, invalid, or unenforceable under present or future Laws during the term thereof, such provision shall be fully severable, this Supplement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, *in lieu* of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of this Supplement a legal, valid, and enforceable provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible.

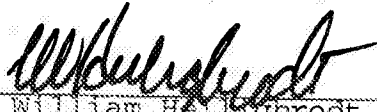
9. *Counterparts.* This Supplement may be executed in any number of counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

10. **ENTIRE AGREEMENT.** THIS SUPPLEMENT AND EACH RELATED AGREEMENT REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

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IN WITNESS WHEREOF, the undersigned has caused this Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CARRIAGE MANAGEMENT, INC.

By: 
Print Name: L. William Heiligbrodt
Print Title: Executive VP & Secretary

ACCEPTED BY:

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

By: Darleen R Parmelee
Print Name: Darleen R Parmelee
Print Title: Assistant Vice President

SCHEDULE 1

ORGANIZATION AND NAMES

(Schedule Effective Date: February 25, 2013)

Carriage Management, Inc.:

- (a) Name: Carriage Management, Inc.
- (b) Jurisdiction of organization: Delaware
- (c) Entity type: corporation
- (d) Changes in jurisdiction of organization, name or entity type: Carriage Management, L.P., a Texas limited partnership, converted into Carriage Management, Inc. on December 21, 2012
- (e) Trade names: N/A
- (f) Federal Taxpayer Identification Number: 76-0651824
- (g) Corporate or other organizational number: 5264760
- (h) UCC Filing Office: Delaware Secretary of State

SCHEDULE 2

ADDRESSES

(Schedule Effective Date: February 25, 2013)

(a) Chief Executive Office:

Debtor	Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/ Independent City	State	Country
Carriage Management, Inc.	3040 Post Oak Blvd. Suite 300 Houston, Texas 77056	3040 Post Oak Blvd. Suite 300 Houston, Texas 77056	Harris	Texas	USA

(b) Locations where books and records are kept:

Debtor	Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/ Independent City	State	Country
Carriage Management, Inc.	3040 Post Oak Blvd. Suite 300 Houston, Texas 77056	3040 Post Oak Blvd. Suite 300 Houston, Texas 77056	Harris	Texas	USA

(c) Locations where tangible personal property are kept:

Debtor	Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/ Independent City	State	Country
Carriage Management, Inc.	3040 Post Oak Blvd. Suite 300 Houston, Texas 77056	3040 Post Oak Blvd. Suite 300 Houston, Texas 77056	Harris	Texas	USA

(d) Locations of owned and leased real property:

Debtor	Location Name	Address	City, State ZIP	County	Country
Carriage Management, Inc.	Allison Funeral Service	1101 N. Travis	Liberty, TX 77575	Liberty County	USA
Carriage Management, Inc.	Angel Funeral Home	2209 S. Arthur Street	Amarillo, TX 79103	Potter County	USA
Carriage Management, Inc.	Buck Ashcraft Funeral Home	710 Ed Carey Drive	Harlingen, TX 78550	Cameron County	USA
Carriage Management, Inc.	Ceballos-Diaz Funeral Home	322 East Kuhn	Edinburg, TX 78539	Hidalgo County	USA
Carriage Management, Inc.	Corpus Christi Funeral Home	2409 Baldwin Blvd	Corpus Christi, TX	Nueces County	USA
Carriage Management, Inc.	Hillier Funeral Home	2301 E. 29th Street	Bryan, TX 77802	Brazos County	USA
Carriage Management, Inc.	LaGrone-Blackburn-Shaw Funeral Directors - Coulter Chapel	8310 S. Coulter	Amarillo, TX 79119	Potter County	USA
Carriage Management, Inc.	LaGrone-Blackburn-Shaw Funeral Directors - Martin Chapel	1505 Martin Road	Amarillo, TX 79107	Potter County	USA
Carriage Management, Inc.	San Benito Funeral Home	1400 West Business Hwy 77	San Benito, TX 78586	Cameron County	USA
Carriage Management, Inc.	Schooler Funeral Home	4100 South Georgia	Amarillo, TX 79110	Potter County	USA
Carriage Management, Inc.	Schooler-Armstrong Chapel	123 East 2nd Street	Claude, TX 79019	Armstrong County	USA
Carriage Management, Inc.	Seaside Funeral Home	4357 Ocean Drive	Corpus Christi, TX 78412	Nueces County	USA
Carriage Management, Inc.	Sterling Funeral Home	602 North Main	Dayton, TX 77535	Liberty County	USA
Carriage Management, Inc.	Sterling Funeral Home	1201 South Main Street	Anahuac, TX 77514	Chambers County	USA
Carriage Management, Inc.	Sterling-White Funeral Home (Highlands)	11011 Crosby-Lynchburg Road	Highlands, TX 77562	Harris County	USA

Schedule 2 - Page 2

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Debtor	Location Name	Address	City, State ZIP	County	Country
Carriage Management, Inc.	Sullivan Funeral Home	100 East Travis St.	Marshall, TX 75670	Harrison County	USA

- (e) All other places of business not listed above: N/A.
- (f) Persons (other than the Debtor) who have possession of Collateral or other property: None.

SCHEDULE 3

PLEGDED DEBT; DEBT EVIDENCED BY INSTRUMENTS

(Schedule Effective Date: February 25, 2013)

None.

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SCHEDULE 4(A)

TRADEMARKS REGISTRATION

(Schedule Effective Date: February 25, 2013)

<u>Registered Owner</u>	<u>Registered Trademark</u>	<u>Trademark Registration Number</u>	<u>Date of Trademark Registration</u>	<u>County/State Registering Trademark</u>
Carriage Management, Inc.	Sterling	2250825	06/08/1999	N/A (Federal)
Carriage Management, Inc.	Williamson & Sons	2289779	11/02/1999	N/A (Federal)

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SCHEDULE 4(B)

TRADEMARK APPLICATIONS

(Schedule Effective Date February 25, 2013)

None.

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SCHEDULE 4(C)

REGISTERED PATENTS

(Schedule Effective Date: February 25, 2013)

None.

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SCHEDULE 4(D)

PATENT APPLICATIONS

(Schedule Effective Date: February 25, 2013)

None.

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SCHEDULE 4(E)

COPYRIGHT REGISTRATIONS

(Schedule Effective Date: February 25, 2013)

None.

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SCHEDULE 4(F)

Copyright Applications

(Schedule Effective Date: February 25, 2013)

None.

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SCHEDULE 5

Deposit Accounts

(Schedule Effective Date: February 25, 2013)

Bank Name	Account Holder	Account Name	Account #	ABA #
Prosperity Bank	Carriage Management, Inc.	Carriage Management L.P. dba Sterling Funeral Home	5000011882	113008766

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SCHEDULE 6

SECURITIES ACCOUNTS

(Schedule Effective Date: February 25, 2013)

None.

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SCHEDULE 7

Commodity Accounts

(Schedule Effective Date: February 25, 2013)

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SCHEDULE 8

LETTERS OF CREDIT

(Schedule Effective Date: February 25, 2013)

None.

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SCHEDULE 9

INSURANCE

(Schedule Effective Date: February 25, 2013)

Coverage Type	Coverage Description	Policy Term	Policy Number(s)	Insurance Company	Limits
Workers Compensation & Employers' Liability	Provides State specific statutory benefits to employees injured while in the scope of their employment. Employers Liability also known as Vicarious Liability.	07/01/12 to 07/01/13	WC15684502 (all other states) WC 4883645(CA) WC 637217 (FL) Employers Liab. WC4883646	Chartis/AIG	Statutory by State Employers Liability is \$1,000,000
Commercial General Liability & Morticians Professional Liability	Covers bodily injury or property damage to third parties caused by Carriage's negligence. Morticians Professional Liability covers obligations to defend and/or indemnify because of negligence while handling and burying human remains.	07/01/12 to 07/01/13	GL4572720	Chartis/AIG	\$1,000,000 per occurrence with a policy aggregate of \$20,000,000. Combined single limit for bodily injury & property damage liability
Commercial Auto Liability	Covers Carriage's legal liabilities resulting from the use & operation of its fleet of vehicles. The policy also covers uninsured and underinsured motorists in those states in which the coverage is mandatory, at the state's minimum required limits.	07/01/12 to 07/01/13	CA 1469048 (All Other States) CA 4576294 (MA) CA 4576295 (VA)	Chartis/AIG	\$1,000,000 per occurrence (combined single limit)
Primary (Umbrella)	Provides limits of coverage excess of those provided in underlying General Liability, Auto Liability and Employers Liability policies.	07/01/12 to 07/01/13	BE34196586	Chartis/AIG	\$25,000,000

Coverage Type	Coverage Description	Policy Term	Policy Number(s)	Insurance Company	Limits
Excess Umbrella Liability	25MM excess of 25MM - Excess policy to the primary umbrella - 3rd layer of coverage.	07/01/12 to 07/01/13	US000063352LI12A	XL	\$25,000,000
Property Insurance	Covers all risks of physical damage to real and personal property. Coverage for earthquake and flood is provided with sub-limits. Policy also provides coverage for breakdown of mechanical systems. Extra expenses incurred to remain in business are covered. As of 2011, the policy includes Builders Risk Coverage.	07/01/12 to 07/01/13	YU2-L9L-423187-012	Liberty Mutual Insurance Company	\$50,000,000
Directors & Officers Liability	Directors and Officers Coverage (side A) covers directors and officers for their liability in situations where the corporation is either legally prohibited or financially unable to indemnify the directors and officers. Corporate reimbursement coverage (side B) pays on behalf of the corporation, those sums it owes to directors and officers for claims it is legally able and obligated to pay. The policy also covers securities claims (side C) made against the company.	07/31/12 to 07/31/13	38429164	Chartis/AIG	\$10,000,000
Excess Directors and Officers Liability	Excess of HCC D&O Policy	07/31/12 to 07/31/13	105658013	ACE	\$10,000,000

Coverage Type	Coverage Description	Policy Term	Policy Number(s)	Insurance Company	Limits
Employment Practices Liability	Covers wrongful acts, to include discrimination, retaliation, sexual harassment, workplace harassment, workplace tort or wrongful termination.	07/31/12 to 07/31/13	38428792	Chartis/AIG	\$5,000,000
Fiduciary Liability Insurance	Covers Carriage and Plan Administrators for alleged wrongful acts in the handling of its 401(k) and Welfare plans.	07/31/12 to 07/31/13	38420314	Chartis/AIG	\$1,000,000
Crime Insurance	Provides coverage for Employee theft, Premises theft, Theft in transit, Depositors Forgery and Electronic Funds Transfer theft.	07/31/12 to 07/31/13	SAA 533-93 99-02	Great American Insurance Company	\$1,000,000
Workers' Compensation	Monopolistic states of Ohio, and Washington	OH - SemiWA - Qtrly	1143748 (OH)916592-01 (WA)	OH & WA administered by the State's Workers' Comp. Bureau	statutory benefits
Insurance Agents' E&O/Misc. E&O	Covers officers and employees for errors and omissions while acting in the capacity of an insurance agent. i.e. Sell of preneed.	07/31/12 to 07/31/13	ABP15174612	Liberty Insurance Underwriters, Inc.	\$1,000,000

SCHEDULE 10

COMMERCIAL TORT CLAIMS

(Schedule Effective Date: February 25, 2013)

None.

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SCHEDULE 11

EQUITY INTERESTS

(Schedule Effective Date: February 25, 2013)

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