Exhibit 10.3  
 PLEDGE AGREEMENT  
 THIS PLEDGE AGREEMENT (this “Pledge Agreement”), dated as of May 1, 2023, is made and entered into by and between U-Swirl International, Inc., a Nevada corporation (the “Pledgee”), Xxx Partners X, LLC, a Delaware limited liability company (the “Pledgor 1”), and Xxxxxx Xxxxx, Xxxxxx Xxxxx, Xxxxxxx Xxxxx, Xxxxxx Xxxxx, Xxxx Xxxxx and Xxxx Xx (collectively “Pledgor 2”), and U Swirl, LLC, a Delaware limited liability company (“Buyer” and, together with Pledgor 1 and Pledgor 2, collectively, the “Pledgors”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).  
 RECITALS  
 1. Pledgor 1 owns all membership interests (the “Pledgor 1 Equity Interests”) in of Buyer; Pledgor 2 owns collectively all of the membership interests (the “Pledgor 2 Equity Interests”) in Pledgor 1; and Buyer owns all the membership interests (collectively, the “Buyer Equity Interests”) in each of U Swirl Franchising LLC, a Delaware limited liability company (“Franchising”), and U Swirl Gift Card LLC, an Arizona limited liability company (together with Franchising, the “Subsidiaries”).  
 2. The Pledgee and Buyer are parties to that certain Asset Purchase Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the “Purchase Agreement”), whereby the Pledgee is selling all or substantially all of its assets to Buyer. The Purchase Price is being paid partially in the form of a Promissory Note delivered by Buyer to Pledgee, and guaranteed by the Pledgors pursuant to Section 3 herein, with an aggregate principal amount equal to $1,000,000 (the “Promissory Note”).  
 3. The Pledgee, Buyer, Pledgor 1 and the Subsidiaries are parties to that certain Security Agreement, dated as of the date hereof (the “”), whereby each of Buyer, Pledgor 1 and the Subsidiaries granted to Pledgee a first-priority security interest in all of each of Buyer’s and Pledgor 1’s and each Subsidiaries’ right, title and interest in and to the Collateral (as defined in the Security Agreement).