

03-20-2007



FEET OFFICE OF PUBLIC RELATIONS
-Y 2007 MAR 15 PM 2:43

To the Director of the U. S. Patent

103385147

Send documents or the new address(es) below.

3-15-07

1. Name of conveying party(ies):

Antoine's Name and Recipes, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Louisiana Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Louisiana, US

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) March 14, 2007

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Hancock Bank of Louisiana

Internal Address: _____

Address: _____

Street Address: 500 Veterans Boulevard

City: Metairie

State: Louisiana, US

Country: US Zip: 70005

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) 78/849,332

B. Trademark Registration No.(s) 3,041,484

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
ANTOINE'S

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

Name: Raymond G. Areaux

Internal Address: Suite 2700

Street Address: 1100 Poydras Street

City: New Orleans

State: LA Zip: 70163

Phone Number: (504) 585-3803

Fax Number: (504) 585-3801

Email Address: areaux@cayverdarden.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 80.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account *noted below*
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 5001

Expiration Date 05/08

b. Deposit Account Number 03-0937

Authorized User Name Raymond G. Areaux

9. Signature:

Signature

March 15, 2007

Date

03/19/2007 DBYRNE 00000022 78849332

01 FC:8531
02 FC:8532

Raymond G. Areaux (#33,643)
Name of Person Signing

Total number of pages including cover sheet, attachments and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

USEXpress Mail label No. EP942703 107 US

TRADEMARK
REEL: 003506 FRAME: 0027

SECURITY AGREEMENT

This Security Agreement is made this 14th day of March, 2007 by **ANTOINE'S NAME AND RECIPES, L.L.C.** (hereinafter referred to as "Grantor," which term means individually, collectively, and interchangeably any, each and/or all of them) in favor of **HANCOCK BANK OF LOUISIANA** ("Secured Party"). The address of Secured Party is 500 Veterans Boulevard, Metairie, Louisiana 70005. Additional information relating to Grantor is set forth on Schedule 1 to this Security Agreement. "Borrower" shall mean individually, collectively, and interchangeably any, each and/or all of **ANTOINE'S RESTAURANT, L.L.C., ANTOINE'S NAME AND RECIPES, L.L.C., ANTOINE'S PROPERTIES NUMBER ONE, L.L.C. AND ANTOINE'S PROPERTIES NUMBER TWO, L.L.C.**

To secure payment of all obligations and liabilities of Grantor and Borrower, and of any one or more of them, to Secured Party, direct or contingent, due or to become due, now existing or hereafter arising, including, without limitation, all future advances, with interest, attorneys' fees, expenses of collection and costs, and further including, without limitation, obligations to Secured Party on promissory notes, checks, overdrafts, letter-of-credit agreements, loan agreements, security documents, endorsements, continuing guaranties and this Security Agreement (collectively, the "Obligations"), Grantor pledges and pawns to Secured Party, and grants to Secured Party a continuing security interest in, and a right of set-off and compensation against, (a) all property of Grantor or in which Grantor has an interest that is now or hereafter on deposit with, in the possession of, under the control of or held by Secured Party, including, without limitation, all cash, deposit accounts, funds on deposit, stocks, bonds, treasury obligations, and other securities, investment property, financial assets, securities accounts, notes, documents, instruments, certificates of deposit, items, chattel paper, and other property (except IRA, pension, and other tax-deferred retirement accounts) and (b) the following described property, now or hereafter owned by Grantor and wherever located:

- (i) all accounts, all inventory, all equipment, all chattel paper, all instruments, all documents and all general intangibles; and
- (ii) all trademarks and all service marks, together with the goodwill of the business to which each trademark and service mark pertains, and all trade names, all brands, all recipes, all patents, all rights in intellectual property, all proprietary information, all licenses and all copyrights, including, without limitation, the service mark bearing USPTO Registration Number 3,041,484 and the trademark bearing USPTO Serial Number 78849332 and the goodwill of the business which pertains to such service mark and trademark;

together with all property added to or substituted for any of the foregoing, and all interest, dividends, income, fruits, returns, accessions, profits, corporate distributions (including, without limitation, stock splits and stock dividends), products and proceeds of any of the foregoing (collectively, "Collateral"). The terms "accounts," "instruments," "account debtor," "documents," "equipment," "general intangibles," "inventory," "chattel paper," "investment property," "deposit accounts," "securities accounts," "financial assets," "fixtures" and "proceeds" shall have the meanings provided in the Louisiana Commercial Laws.

Grantor further authorizes secured party at any time and without further consent from Grantor to file a carbon, photographic, facsimile, or other reproduction of this Security Agreement or Grantor's financing statement as a financing statement. All Collateral shall remain subject to this Security Agreement until all of the Obligations have been paid and any financing statements filed in connection with this Security Agreement have been terminated. Secured Party may renew certificates of deposit or other renewable items included in the Collateral. All interest, dividends, income, fruits, returns, accessions, profits, corporate distributions (including, without limitation, stock splits and stock dividends), and proceeds with respect to the Collateral shall be delivered upon receipt to Secured Party in negotiable form. Grantor shall execute any endorsements, assignments, stock powers and financing statements with respect to the Collateral, in form and substance satisfactory to Secured Party, that Secured Party may request. Grantor represents and warrants that (a) Secured Party shall at all times have a perfected first priority security interest in the Collateral free of all other security interests, liens and claims, and (b) the description and identification of the Collateral and Grantor's name, social security or taxpayer identification number, and principal residence or chief executive office are correctly stated herein. Grantor shall prevent the accrual of prescription or statute of limitations with respect to the Collateral no later than sixty (60) days prior to the date on which enforcement would be barred, and shall execute any additional documents reasonably required to perfect the security interest of Secured Party in the Collateral. Should any Collateral decline in value after the date of this Security Agreement, Grantor shall, within five (5) days after receiving notice from Secured Party of such decline in value, grant a security interest in additional property satisfactory to Secured Party. Grantor authorizes Secured Party, in its sole discretion (a) to notify the obligor on any Collateral to make payments directly to Secured Party; (b) to receive and recover any money or other property at any time due with respect to the Collateral and in connection therewith, endorse notes, checks, drafts or other evidence of payments; and (c) to settle, adjust and compromise, in Secured Party's sole discretion, all present and future claims arising with respect to the Collateral. To the extent that any stocks, bonds or other securities are included in the Collateral, Grantor (a) covenants not to vote any Collateral in any manner that would adversely affect Secured Party's rights and (b) authorizes Secured Party, in its discretion, to transfer to or register in its name or the name of its nominee any of the Collateral, with or without indication of the security interest herein created. Secured Party is not obligated to take any of the foregoing actions or to preserve Grantor's rights with respect to the Collateral including, without limitation, rights against prior parties and shall not be liable in any manner with respect to the Collateral. Any responsibility of Secured Party with respect to the Collateral, whether arising contractually or as a matter of law, is hereby expressly waived.

If Grantor's accounts are subject to this Security Agreement, Grantor agrees to administer its accounts and the proceeds thereof in a fiduciary capacity for Secured Party, take all actions necessary to collect the accounts, and immediately deposit all proceeds of the accounts into Grantor's deposit account with Secured Party. Upon request, Grantor shall at any time (a) furnish to Secured Party within ten (10) days a list of the accounts, showing the name, address and the amount owed by each account debtor, and (b) mark on all bills, invoices and statements issued in connection with the accounts that the account is subject to a security agreement with Secured Party and is payable to Secured Party at Secured Party's address. If Grantor accepts chattel paper or instruments in payment of accounts, goods or services, Grantor shall promptly deliver all such chattel paper and instruments to Secured Party in negotiable form.

Grantor shall at all times permit Secured Party, its officers and agents, access to the Collateral and to all books, records and data relating to the Collateral, for inspection and for verification of the existence, condition and value of the

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Collateral. Grantor shall furnish all assistance and information that Secured Party may require to conduct such inspections and verifications. Upon request, Grantor, at its expense, shall cause or permit an independent certified public accountant, appraiser or other expert selected by Secured Party to prepare and deliver to Secured Party a verification of the existence, condition or value of the Collateral.

All corporeal Collateral shall be insured by solvent insurance companies for full replacement value under policies acceptable to Secured Party, designating Secured Party as lender loss payee. Grantor shall not alienate or encumber the Collateral, except for sales of inventory, goods or services in the ordinary course of Grantor's business. Grantor shall not create or permit to exist any lien, claim or security interest on the Collateral except in favor of Secured Party. Grantor shall not, without the prior written consent of Secured Party (a) change Grantor's domicile, name, legal form or taxpayer identification number, (b) move the location of its principal place of business or chief executive office, or (c) move the Collateral from the locations disclosed on Schedule 1.

If Grantor or Borrower defaults in the timely payment or performance of any of the Obligations, or if any warranty or representation of Grantor or Borrower to Secured Party should be untrue at any time, then, at the option of Secured Party, the Obligations shall be immediately due and payable in full without notice or demand, and Secured Party (a) may sell, assign, transfer and effectively deliver all or any part of the Collateral at public or private sale, without recourse to judicial proceedings and without demand, appraisal or advertisement, all of which are hereby expressly waived by Grantor to the fullest extent permitted by law, and (b) may cause all or any part of the Collateral to be seized and sold, under executory process, under writ of fieri facias issued in execution of an ordinary judgment obtained upon the Obligations, or under other legal procedure. For purposes of executory process, Grantor acknowledges the indebtedness owed under the Obligations, confesses judgment in favor of Secured Party for the full amount of the Obligations, and agrees to enforcement by executory process. Grantor waives (a) the benefit of appraisal provided in Art. 2723 of the Louisiana Code of Civil Procedure and (b) the demand and three (3) days delay provided by Articles 2639 and 2721, Louisiana Code of Civil Procedure. Secured Party may, at its option, enforce any mortgage note pledged hereby and cause the mortgaged property to be seized and sold by executory or other process in accordance with law and the terms of the mortgage. Grantor grants to Secured Party an irrevocable mandate and power of attorney (coupled with an interest) to exercise, after default, at Secured Party's sole discretionary option and without any obligation to do so, all rights that Grantor has with respect to the Collateral, including, without limitation, the right to exercise all rights of inspection, deriving from Grantor's ownership of or other interest in the Collateral. If the proceeds from the sale or enforcement of the Collateral are insufficient to satisfy all of the Obligations in full, all parties obligated thereon shall remain fully obligated for any deficiency. The rights and remedies of Secured Party hereunder are cumulative, may be exercised singly or concurrently, and are in addition to any rights and remedies of Secured Party under applicable law.

Pursuant to Louisiana Revised Statutes 9:5136, et seq., Grantor hereby designates Secured Party or any employee, agent, or other person named by Secured Party at the time any seizure of the Collateral is effected by Secured Party to serve as a keeper of the Collateral pending the judicial sale thereof. The keeper's fees shall be determined by the Court before which the proceedings are pending, and the payment of such fees shall be secured by this security agreement.

Without releasing or affecting any of its rights, Secured Party may, one or more times, in its sole discretion, without notice to or the consent of Grantor or Borrower, take any one or more of the following actions: (a) release, renew or modify the obligations of Grantor, Borrower or any other party; (b) release, exchange, modify, or surrender in whole or in part Secured Party's rights with respect to any collateral for the Obligations; (c) modify or alter the term, interest rate or due date of any payment of any of the Obligations; (d) grant any postponements, compromises, indulgences, waivers, surrenders or discharges or modify the terms of its agreements with Grantor or Borrower; (e) change its manner of doing business with Grantor, Borrower or any other party; or (f) impute payments or proceeds of any collateral furnished for any of the Obligations, in whole or in part, to any of the Obligations, or retain the payments or proceeds as collateral for the Obligations without applying same toward payment of the Obligations, and Grantor hereby expressly waives any defenses arising from any such actions. The obligations of Grantor hereunder shall be joint, several and solidary and shall bind and obligate Grantor's successors, heirs and assigns. Secured Party may assign and transfer the Collateral to an assignee of any of the Obligations, whereupon such transferee shall become vested with all powers and rights granted to Secured Party under this Security Agreement. This Security Agreement shall be governed by the internal laws of the State of Louisiana, provided that where Collateral is located in a jurisdiction other than Louisiana, remedies available to Secured Party hereunder and under the laws of such jurisdiction shall be available to Secured Party without regard to any restriction of Louisiana law. If any provision of this Security Agreement shall be held to be legally invalid or unenforceable by any court of competent jurisdiction, all remaining provisions of this Security Agreement shall remain in full force and effect.

Secured Party hereby accepts this Security Agreement.

SECURED PARTY:
HANCOCK BANK OF LOUISIANA

BY: K. Donahue
KELLI DONAHUE
Title: Commercial Loan Officer

GRANTOR:
ANTOINE'S NAME AND RECIPES, L.L.C.

BY: F. R. Blount
Name: FREDERICK R. BLOUNT
Title: Authorized Manager

BY: G. J. Rembeiro
Name: GINO J. REMBEIRO
Title: Authorized Manager

BY: Y. Blount Davis
Name: YVONNE BLOUNT DAVIS
Title: Authorized Manager

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SCHEDULE 1

Grantor's legal status: limited liability company

State or jurisdiction of Grantor's organization: Louisiana

Grantor's organizational number issued by the Louisiana Secretary of State is: 34684791K

Grantor's mailing address: 701 St. Louis Street, New Orleans, Louisiana 70130

Grantor's location of chief executive office: 701 St. Louis Street, New Orleans, Louisiana 70130

Location of Grantor's books and records: 701 St. Louis Street, New Orleans, Louisiana 70130

Location of Grantor's inventory and equipment: 701 St. Louis Street, New Orleans, Louisiana 70130

Other names and legal forms used by Grantor to conduct business within last ten years: none

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