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To the Director of the U. S. Patent and Trademark Office

Transmit this document to the new address(es) below.

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1. Name of conveying party(ies):

Stewart Enterprises, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Louisiana
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) June 2, 2009

- Assignment
- Security Agreement
- Other Notice of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Collateral Agent

Internal

Address: NY1-503-04-03

Street Address: 335 Madison Avenue

City: New York

State: New York

Country: United States Zip: 10017

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other association

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)

See SCHEDULE A attached hereto.

B. Trademark Registration No.(s)

See SCHEDULE A attached hereto

Additional sheet(s) attached? Yes No

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

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

Name: Terry L. Witcher, Paralegal

Internal Address: McGuireWoods LLP

Street Address: 201 N. Tryon Street, Suite 3000

City: Charlotte

State: North Carolina Zip: 28202

Phone Number: 704-343-2104

Fax Number: 704-444-8857

Email Address: twitcher@mcguirewoods.com

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 290.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number: 0011/3009 MIAMA1 00000011 76264268

Authorized User Name: 01 FC:8521
02 FC:8522

40.00 DP
250.00 DP

9. Signature:

Terry L. Witcher
Signature

August 12, 2009
Date

Terry L. Witcher

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

SCHEDULE A**TRADEMARKS**

MARK	REG. NO./ SER. NO.	STATUS	OWNER/ASSIGNEE
CFP STARBURST DESIGN (aka Flower Petal Design)	76/268,268 2,640,905	Registered/Active	Stewart Enterprises, Inc.
THE CHOICE OF MOST CARING FAMILIES	76/375,302 2,770,044	Registered/Active	Stewart Enterprises, Inc.
THE ROSE DESIGN (Mark)	76/375,303 2,946401	Registered/Active	Stewart Enterprises, Inc.
SIMPLE TRIBUTE FUNERAL AND CREMATION CENTER (Words & Design Mark)	76/268,269 2,673,081	Registered	Stewart Enterprises, Inc.
SE BLOCK (Logo)	78/669,884 3,153,394	Registered/Active	Stewart Enterprises, Inc.
THE SIMPLICITY PLAN	77/122,404 3,355,245	Registered/Active	Stewart Enterprises, Inc.
FOREVER ON THE GREEN	78/494,927 3,057,389	Registered	Stewart Enterprises, Inc.
CATHOLIC MORTUARIES A SUBSIDIARY OF STEWART ENTERPRISES, INC. (Word and Design Mark)	78/404,982 3,110,184	Registered/Active	Stewart Enterprises, Inc.
TELL THE STORY OF A LIFETIME	78/957,335 3,298,080	Registered/Active	Stewart Enterprises, Inc.
SE CARING FOR PEOPLE · MAKING A DIFFERENCE (Words & Design Mark)	78/670,728 3,432,767	Registered/Active	Stewart Enterprises, Inc.
CARING FOR PEOPLE MAKING A DIFFERENCE (Words only)	78/670,368 3,160,906	Registered/Active	Stewart Enterprises, Inc.

**NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS**

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (“*Agreement*”), dated as of June 2, 2009, is made by Stewart Enterprises, Inc., a Louisiana corporation (the “*Grantor*”), in favor of Bank of America, N.A., as administrative agent and collateral agent (the “*Collateral Agent*”) for the lenders (the “*Lenders*”) party to that certain Second Amended and Restated Credit Agreement (the “*Credit Agreement*”) dated as of June 2, 2009, among Stewart Enterprises, Inc., Empresas Stewart-Cementerios and Empresas Stewart-Funerarias (collectively, the “*Borrowers*”), the Lenders, the Collateral Agent, and the other parties thereto.

W I T N E S S E T H:

WHEREAS, in connection with the Credit Agreement, the Grantor is a party to that certain Amended and Restated Intellectual Property Security Agreement dated as of June 2, 2009 (as amended, supplemented, waived or otherwise modified from time to time, the “*IP Security Agreement*”), in favor of the Collateral Agent, for the ratable benefit of the Secured Parties; and

WHEREAS, pursuant to the IP Security Agreement, the Grantor granted to the Collateral Agent a security interest in its Intellectual Property, including Trademarks; and

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

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Parties to from time to time make and maintain extensions of credit under the Credit Agreement and such Secured Cash Management Agreements and Secured Hedge Agreements, the Grantor agrees, for the benefit of the Collateral Agent, 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 provided by reference in the Credit Agreement and the IP Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby confirms that pursuant to the IP Security Agreement it granted to the Collateral Agent, for the ratable benefit of the Senior Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule A hereto and any and all goodwill associated therewith) and to the extent not otherwise included, all proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest granted pursuant to the IP Security Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the IP Security Agreement. The IP Security Agreement (and all rights

and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are fully set forth in the Credit Agreement and the IP 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.

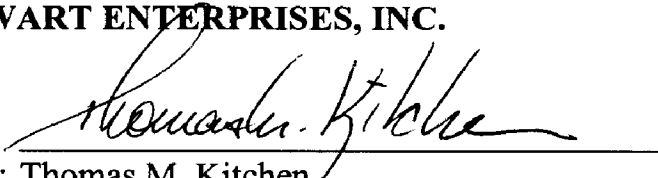
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank.]

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.

STEWART ENTERPRISES, INC.

By:



Name: Thomas M. Kitchen

Title: Title: Chief Financial Officer and
Senior Executive Vice President

[Signatures Continue on Following Page]

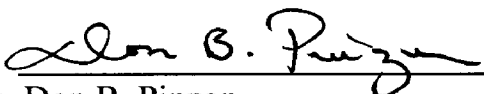
Notice and Confirmation of Grant of Security Interest in Trademarks
Signature Page

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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.

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

By: 
Name: Don B. Pinzon
Title: Vice President

Notice and Confirmation of Grant of Security Interest in Trademarks
Signature Page

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RECORDED: 08/17/2009

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