

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Joinder Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hawthorne & Wren, Inc.		05/31/2012	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	101 S. Tryon Street		
Internal Address:	NC1-002-15-36		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4084717	HAWTHORNE & WREN	
Serial Number:	85474334	H&W	
Serial Number:	85475116	H&W	
CORRESPONDENCE DATA			
Fax Number:	7044448857		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	twitcher@mcguirewoods.com		
Correspondent Name:	Terry L. Witcher, Paralegal		
Address Line 1:	201 N. Tryon Street, Suite 3000		
Address Line 2:	McGuireWoods LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Terry L. Witcher		
Signature:	/Terry L. Witcher/		

OP \$90.00 4084717

Date:

07/06/2012

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY JOINDER AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY JOINDER AGREEMENT dated as of May 31, 2012 (this "Security Joinder Agreement"), is made by HAWTHORNE & WREN, INC., a Utah Corporation (the "Joining Grantor"), in favor of BANK OF AMERICA, N.A., in its capacity as Collateral Agent (the "Collateral Agent") for the Senior Secured Parties (as defined in the IP Security Agreement referenced below; all capitalized terms used but not defined herein shall have the meanings given to such terms in the IP Security Agreement).

RECITALS:

A. Stewart Enterprises, Inc., a Louisiana corporation ("SEI"), certain of its Subsidiaries and the Collateral Agent, are party to that certain Amended and Restated Intellectual Property Security Agreement dated as of June 2, 2009, as amended by that certain Consolidated Amendment to Guaranty and Security Instruments and Reaffirmation Agreement dated as of April 20, 2011 (as in effect on the date hereof, the "IP Security Agreement").

B. The Joining Grantor is a Subsidiary of SEI and is required by the terms of the Credit Agreement to become a Guarantor and be joined as a party to the IP Security Agreement as a Grantor.

C. The Joining Grantor will materially benefit directly and indirectly from the making and maintenance of the extensions of credit made from time to time under the Credit Agreement, Cash Management Agreements and Hedge Agreements.

In order to induce the Senior Secured Parties to from time to time make and maintain extensions of credit under the Credit Agreement, Cash Management Agreements and Hedge Agreements, the Joining Grantor hereby agrees as follows:

1. **Joinder.** The Joining Grantor hereby irrevocably, absolutely and unconditionally becomes a party to the IP Security Agreement as a Grantor and bound by all the terms, conditions, obligations, liabilities and undertakings of each Grantor or to which each Grantor is subject thereunder, including without limitation the grant pursuant to Section 2 of the IP Security Agreement of a security interest to the Collateral Agent for the benefit of the Senior Secured Parties in the property and property rights constituting Collateral (as defined in Section 1 of the IP Security Agreement) of such Grantor or in which such Grantor has or may have or acquire an interest or the power to transfer rights therein, whether now owned or existing or hereafter created, acquired or arising and wheresoever located, as security for the payment and performance of the Secured Obligations (as defined in the IP Security Agreement), all with the same force and effect as if the Joining Grantor were a signatory to the IP Security Agreement.

2. **Affirmations.** The Joining Grantor hereby acknowledges and affirms as of the date hereof with respect to itself, its properties and its affairs each of the waivers, representations, warranties, acknowledgements and certifications applicable to any Grantor contained in the IP Security Agreement.

3. **Supplemental Schedules.** Attached to this Intellectual Property Security Joinder Agreement are duly completed schedules (the "Supplemental Schedules") supplementing as thereon indicated the respective Schedules to the IP Security Agreement. The Joining Grantor represents and warrants that the information contained on each of the Supplemental Schedules with respect to such Joining Grantor and its properties and affairs is true, complete and accurate as of the date hereof.

4. **Severability.** If any provision of this Intellectual Property Security Joinder Agreement is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this IP Security Joinder Agreement shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

5. **Counterparts.** This Intellectual Property Security Joinder Agreement may be executed in any number of counterparts each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Intellectual Property Security Joinder Agreement to produce or account for more than one such counterpart executed by the Joining Grantor. Without limiting the foregoing provisions of this Section 5, the provisions of Section 10.10 of the Credit Agreement shall be applicable to this Intellectual Property Security Joinder Agreement.

6. **Delivery.** Joining Grantor hereby irrevocably waives notice of acceptance of this Intellectual Property Security Joinder Agreement and acknowledges that the Secured Obligations are and shall be deemed to be incurred, and credit extensions under the Loan Documents, Cash Management Agreement and Hedge Agreements made and maintained, in reliance on this Intellectual Property Security Joinder Agreement and the Grantor's joinder as a party to the IP Security Agreement as herein provided.

7. **Governing Law; Jurisdiction; Waiver of Jury Trial; Etc.** The provisions of Section 34 of the IP Security Agreement are hereby incorporated by reference as if fully set forth herein.

[Signature page follows.]

IN WITNESS WHEREOF, the Joining Grantor has duly executed and delivered this Intellectual Property Security Joinder Agreement as of the day and year first written above.

JOINING GRANTOR:

HAWTHORNE & WREN, INC.,

By: 

Name: Angela M. Lacour

Title: Vice President

SUPPLEMENTAL SCHEDULE I

Patents and Patent Applications

Registrations

1. PATENT	REGISTRATION NUMBER	REGISTRATION DATE	OWNER
None.			

Pending Applications

2. PATENT	SERIAL NUMBER	FILING DATE	OWNER
None.			

SUPPLEMENTAL SCHEDULE II

Registered Trademarks and Trademark Applications

Registrations

3. TRADEMARK 4. OR SERVICE MARK	REGISTRATION NUMBER	REGISTRATION DATE	OWNER
Hawthorne & Wren (word mark)	4,084,717	01/10/12	Hawthorne and Wren

Pending Applications

5. TRADEMARK 6. OR SERVICE MARK	SERIAL NUMBER	FILING DATE	OWNER
H&W (word mark)	85-474-334	11/16/11	Hawthorne and Wren
H & W (design mark)	85-475-116	11/17/11	Hawthorne and Wren

SUPPLEMENTAL SCHEDULE III

I. Copyright Registrations

Part I

Copyrights Registered with U.S. Copyright Office

Title/Work/Author	Copyright Number	Copyright Number	Owner
None.			

Part II

Copyrights Not Registered

Title/Work/	Author
None.	

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