

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stewart Enterprises, Inc.		07/10/2012	CORPORATION: LOUISIANA
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: 1			
Property Type	Number	Word Mark	
Registration Number:	4149093	WHISPERING WATERS	
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>			
Phone:	704-343-2000		
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:	/s/ Terry L. Witcher/		
Date:	07/18/2012		

OP \$40.00 4149093

TRADEMARK

Total Attachments: 5

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

**THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS** (“*Agreement*”), dated as of July 10, 2012, 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-Cementarios and Empresas Stewart-Funerarias (collectively, the “*Borrowers*”), the Lenders, the Collateral Agent, and the other parties thereto.

WITNESSETH:

**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 by that certain Consolidated Amendment to Guaranty and Security Instruments and Reaffirmation Agreement dated as of April 20, 2011 (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 Senior 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 Senior 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 Senior Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

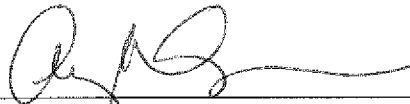
SECTION 4. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Senior Secured Parties with respect to the security interest in the Trademarks are fully set forth in the Credit Agreement and the IP Security Agreement, the terms and provisions of 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: Angela M. Lacour  
Title: Senior Vice President and Chief Accounting Officer

**[Signatures Continue on Following Page]**

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: Kelly Weaver  
Title: RVP

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

TRADEMARK  
REEL: 004823 FRAME: 0961

**SCHEDULE A**

**TRADEMARKS**

<b>MARK</b>	<b>REG. NO./ SER. NO.</b>	<b>STATUS</b>	<b>OWNER/ASSIGNEE</b>
Whispering Waters	4,149,093	Registered	Stewart Enterprises, Inc.