## TRADEMARK ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Big Easy Blends, LLC		06/01/2011	LIMITED LIABILITY COMPANY: LOUISIANA

## **RECEIVING PARTY DATA**

Name:	Iberia Bank	
Street Address:	601 Poydras Street, Suite 2075	
City:	New Orleans	
State/Country:	LOUISIANA	
Postal Code:	stal Code: 70130	
Entity Type:	tity Type: CORPORATION: LOUISIANA	

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4233771	CHOC-GO-LATE
Registration Number:	4050180	SAN-GO-RIA
Registration Number:	4018853	PIÑA-GO-LADA
Registration Number:	3938036	DAIQ-GO-RI
Registration Number:	3819210	CORDINA
Registration Number:	3709760	MAR-GO-RITA
Serial Number:	86041319	THE NEW ORLEANS FLASK
Serial Number:	85916921	PARADICE

## **CORRESPONDENCE DATA**

Fax Number: 5045853801

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 504-585-3803

Email: areaux@carverdarden.com

TRADEMARK REEL: 005153 FRAME: 0172

OP \$215.00 4233771

900271783

Correspondent Name: Raymond G. Areaux Address Line 1: 1100 Poydras Street, Suite 3100 New Orleans, LOUISIANA 70163 Address Line 4: ATTORNEY DOCKET NUMBER: 1047.19177 NAME OF SUBMITTER: Raymond G. Areaux (33,643) Signature: /Theodore S. Owers III/ Date: 11/13/2013 Total Attachments: 6 source=BEB Security Agreement#page1.tif source=BEB Security Agreement#page2.tif source=BEB Security Agreement#page3.tif source=BEB Security Agreement#page4.tif source=BEB Security Agreement#page5.tif source=BEB Security Agreement#page6.tif

#### COMMERCIAL SECURITY AGREEMENT

Principal         Loan Date         Maturity         Loan No.         Call // Coll         Account         Officer         Initials           \$400,000,000         06-01-2011         05-30-2012         -5300226610         4A //401         2534
References in the boxes above are for Lendor's use only and do not limit the applicability of this document to any particular loan or item.

Any item above containing "\*\*\*" has been omitted due to text length limitations.

Grantor:

Big Easy Blonds, L.E.C. (TIN: 26-1657635)

Lender: 2252 Greenwood Street, Soite 8 741 Judustry RJ.

Kenner, LA 70082

IBERIABANK

Commorcial Lending - New Orleans 601 Poydras Street, Suite 2075 New Orleans, LA 70130

THIS COMMERCIAL SECURITY AGREEMENT dated June 1, 2011, is made and executed between Big Easy Blends, L.L.C. ("Granter") and IBERIABANK ("Londer").

GRANT OF SECURITY INTEREST. For valuable consideration, Granter grants to Lender a continuing security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the indebtedness and performance of all other obligations under the Note and this Agreement:

All Inventory, Accounts Receivables and General Intangibles

The Collateral includes any and all of Grantor's present and future inventory (including consigned inventory), related equipment, goods, merchandise and other items of personal property, no matter where located, of every type and description, including without limitation any and all of Grantor's present and future raw materials, components, work-in-process, finished items, packing and shipping materials, containers, items held for sale, items held for lease, items for which Grantor is lessor, goods to be furnished under contract for services, materials used or consumed in Grantor's business, whether held by Grantor or by others, and all documents of title, warehouse receipts, bills of lading, and other documents of every type covering all or any part of the foregoing, and any and all additions thereto and substitutions or replacements therefor, and all accessories, attachments, and accessions thereto, whether added now or later, and all products and proceeds derived or to be derived thereform, including without limitation all insurance proceeds and refunds of insurance premiums, if any, and all sums that may be due from third parties who may cause damage to any of the foregoing, or from any insurer, whether due to judgment, settlement, or other process, and any and all present and future accounts, contract rights, chattel paper, instruments, documents, and notes that may be derived from the sale, lease or other disposition of any of the foregoing, and any rights of Grantor to collect or enforce payment thereof, as well us to enforce any guarantees of the foregoing and escurity therefor, and all of Grantor's present and future general intangibles in any way related or pertaining to the ownership, operation, use, or collection of any of the foregoing, including without limitation Grantor's books, records, files, computer disks and software, and all rights that Grantor may have with regard thereto. Inventory includes inventory temporarily out of Grantor's possession or custody and all returns on accounts, chattel

The Collateral includes any and all of Grantor's present and future accounts, accounts receivable, other receivables, contract rights, instruments, documents, notes, and all other similar obligations and indebtedness that may now and in the future be owed to or held by Grantor from whatever source erising, and all monies and proceeds payable thereunder, and all of Grantor's rights and remedies to collect and enforce payment and performance thereot, as well as to enforce any guaranties of the oregoing and socurity therefor, and all of Grantor's present and tuture rights, title and interest in and with respect to the goods, services, and other property that may give rise to or that may secure any of the foregoing, including without limitation Grantor's insurance rights with regard thereto, and all present and future general intangibles of Grantor in any way related or pertaining to any of the foregoing, including without limitation Grantor's account ledgers, books, records, files, computer disks and software, and all rights that Grantor may have with regard thereto.

The Collateral includes all general intengibles, choses in action and causes of action and all other intengible personal property and rights of Grantor of every nature and kind, how owned or horsafter acquired, including without limitation corporate or other business records, inventions, designs, blueprints, plans, specifications, patents, patent applications, trade marks, trade names, trade socrets, goodwill, copyrights, registrations, licenses, franchises, tax refund claims, insurance proceeds, including without limitation insurance covering the lives of key amployees on which Grantor is beneficiary, and any letter of credit, guaranty, claim, security interest, or other security held or granted to Grantor to secure payment of any indebtodness.

The word "Colleteral" also includes any and all present or future parts, accessories, attachments, additions, accessions, substitutions and replacements to and for the colleteral. The word "Colleteral" further includes any and all of Grantor's present and future rights to any proceeds derived or to be derived from the sale, lease, damage, destruction, insurance loss, expropriation and other disposition of the colleteral, including without limitation, any and all of Grantor's rights to enforce collection and payment of such proceeds.

Despite any other provision of this Agreement, Lender is not granted, and will not have, a nonpurchase money security interest in household goods, to the extent such a security interest would be prohibited by applicable law.

CROSS-COLLATERALIZATION. In addition to the Note, this Agraement secures all obligations, debts and liabilities, plus interest thereon, of Granter to Lender, or any one or more of them, as well as all claims by Londor against Granter or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Granter may be liable individually or jointly with others, whether obligated as guaranter, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

CONTINUING SECURITY INTEREST TO SECURE PRESENT AND FUTURE INDESTEDNESS. Grantor affirms that Grantor has granted a continuing security interest in the Collateral in favor of Lender to secure any and all present and future indebtedness of Grantor in favor of Lender, as may be outstanding from time to time set forth above, in principal, interest, costs, expenses, reasonable atterneys' fees and other fees and charges, with the continuing preferences and priorities provided under applicable Louisiana law. Grantor agrees that all such additional leans and indebtedness will be secured under this Agreement without the necessity that Grantor for any of them) agree or consent to such a result at the time such additional leans are made and indebtedness incurred, without the further necessity that the note or notes evidencing such additional leans or indebtedness refer to the fact that such notes are secured by this Agreement. Grantor further agrees Grantor may not subsequently have a change of mind and insist that any such additional leans or Indebtedness not be secured by this Agreement unless Lender specifically agrees to such a request in writing.

DURATION OF AGREEMENT. This Agreement shall remain in full force and effect until such time as this Agreement and the security interests created hereby are terminated and cancelled by Lender under a written cancellation instrument in favor of Grenter.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Perfection of Security Interest. Granter agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Granter will deliver to Lander any and all of the documents evidencing or constituting the Collateral, and Granter will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender.

Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management or in the mannbers or managers of the limited liability company Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreemants between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its membership agreement does not prohibit any term or condition of this Agreement.

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intengibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is gonuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. At the time any account becomes subject to a security interest in favor of Lender, the account shall be a good and valid account representing an undisputed, bona fide indubtedness incurred by the account debtor, for merchandlse held subject to delivery instructions or previously shipped or delivered pursuant to a contract of sale, or for services previously performed by Grantor with or for the account debtor. So long as this Agreement

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#### COMMERCIAL SECURITY AGREEMENT (Continued)

, Loan No: 5300226610

remains in effect. Granter shall not, without Lender's prior written consent, compromise, settle, adjust, or extend payment under or with a regard to any such Accounts. There shall be no satelfs or counterclaims against any of the Collaters, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing. Location of the Colleterel. Except in the ordinary course of Grantor's business, Grantor agrees to keep the Colleteral for to the extent the

Location of the Collateral. Except in the ordinary course of Granton's business, Grantor agrees to keep the Collateral (or to the extent the Collateral consists of Intengible property such as accounts or general intengibles, the records condensing the Collateral) at Granton's address shown above or at such other locations as are acceptable to Lander. Upon Lender's request, Grantor will deliver to Lander Insport self-standard in the Collateral locations relating to Granton's operations, including without limitation the following: [1] all real property Granton owns or is purchasing; [2] all real property Granton is renting or lessing; [3] all storage facilities. Granton owns, rents, lesses, or uses; and [4] all other properties where Collateral is or may be located.

Removal of the Colleteral. Except in the ordinary course of Granter's business, including the sales of inventory, Granter shall not remove the Colleteral from its existing location without Lendar's prior written consent. To the extent that the Colleteral consists of vehicles or other titled property. Granter shall not take or permit any action which would require application for certificates of title for the vehicles of the State of Louisiana, without Lander's prior written consent. Granter shall, whenever requested, advise Lander of the exect. togation of the Colleteral.

Special on the Colleteral.

Transactions involving Colleteral. Except for inventory sold or accounts collected in the ordinary bourse of Grantor's business, or especially provided for in this Agreement, Grantor shell not sell, offer to sell, or otherwise transfer or dispose of the Colleteral. While:

Grantor is not in detault under this Agreement, Grantor may sell inventory, but only in the ordinary course of its business and only to buydra who qualify as a buyer in the ordinary course of business. A sale in the ordinary course of Grantor's business does not include a transfer, in who qualify as a buyer in the ordinary course of business. A sale in the ordinary course of Grantor's business does not include a transfer, in partial or total satisfaction of a dobt or any bulk sale. Grantor shell not pledge, mortgage, encumber or otherwise permit the Colleteral for partial or total satisfaction of a dobt or any bulk sale. Grantor shell not pledge, mortgage, encumber or otherwise permit the Colleteral for the security interests granted under this Agreement: Unless walvaid by Candor, This Institutes security interests even if juntor in right to the security interests granted under this Agreement: Unless walvaid by Lender, This Institutes security interests are reason, shall be hold in trust for Lender and shall not committing with any other funds; provided however, this requirement shall not constitute consont by Lender to any sale or officery disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

Title, Authority, Binding Effect. Grantor represents and warrants to Londer that Grantor holds good and marketable title to the Collaberal, Itter, Aumority, Binding Effect. Granter represents and warrants to Lender that Granter holds good and marketable title to the Collateral to the free and clear of all Endumbrances except for Lender's security interest. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Granter further represents and warrants that Granter has requisite authority to enter into this Agreement in tavor of Lander the security interest in the Collateral as provided herein. Granter additionally represents and warrants that this. Agreement is binding upon Granter as well as Granter's heirs, successors, transferous and assigns, and is legally enforceable in accordance. with its terms.

Repairs and Maintenence. Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in offset. Grantor further agrees to pay when due all claims for work done on, or services randered or material turnished in connection with the Collateral so that no lien or shoumbrance may ever attach to or befiled against the Colleteral.

Inspection of Colleters). Lender and Lender's designated representatives and agents shall have the right at all reasonable times to exemine. and inspect the Colleteral wherever located.

Taxos: Grantor shall promptly pay or cause to be paid when due, all taxes, local and special assessments, and governmental and other charges of every type and description, that may from time to time be imposed, assessed and levied against the Collateral or against definitor. Grantor further agrees to turnish Lender with evidence that such taxes, assessments, and governmental and other charges have depinite. Grantor further agrees to turnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold only such payment or may elect to contest any lien if Grantor is in good tight conducting an appropriate proceeding to contest the obligation to pay and so long as Lander's interest in the Collateral is not jeopardized.

Compliance with Governmental Regulrements. Granter shall comply promptly with, and shall cause others to comply with, all flaws, ordinances, rules and regulations of all governmental authorities, now or hereafter in offect, applicable to the ownership; production, ordinances, rules and regulations of all governmental authorities, now or hereafter in offect, applicable to the ownership; production, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible, lend or relating to the ownership; or well-saw, ordinance-or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the ordinance-or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in-Lender's opinion, is not leopardized. Granter shall not use the Collateral, and shall not permit others to use the Collateral, any purpose other than those previously agreed to by Lender in writing; but in no event shall any of the Collateral be used in-any mention, that would demage, depreciate or diminish its value or that may result in cancellation or termination of insurance coverage, Granter additionally agrees not to do or suffer to be done anything that may increase the risk of fire or other hazards to the Collateral.

Hazirdous Substances. Granter represents and warrants that the Colleteral never has been, and nover will be so long as this Agreement Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and nover will be so long as this Agreement, remains a lian on the Collateral, used to violation of any Environmental Laws or for the generation, manufacture, storage, transportation, traditional remains a lian on the Collateral, used to violation of any Environmental Laws or for the generations and warranties contained herein are traditional remains and control of the properties of the collateral for Hazardous Substances. Grantor hereby (1) releases and warves, any justifies claims against Lender for indemnity of contribution in the event Grantor hecomes liable for cleanup or other costs under any justifies claims against Lender to indemnify, defend, and hold harmless bunder against any and all claims and lossus resulting from a Environmental Laws, and (2) agrees to indemnify, defend, and hold harmless bunder against any and all claims and lossus resulting from a preact of this provision of this Agreement. This obligation to indemnify and defend shall survive the payment of the Indebtedness and the satisfaction of this Agreement.

Required Insurance. So long as this Agreement remains in effect, Grantor shall, at its sole cost, keep and/or causer others, at their expense, to keep the Collateral constantly insured against loss by fire, by hazards included within the term "extended coverage," and by such other to keep the Collateral constantly insurance where applicable) as may be required by Lender. Such insurance shall be in an amount not less than the full captacement value of the Collateral, or such other amount or amounts as Lender may require or approve in writing. Grantor shall fur their provites and maintain, as its sole boat and expense, comprehensive public liability insurance, naming both Grantor and Lunder as parties insured, protecting against claims for bodily injury, death and/or property damage orising out of the use, ownership, possession, operation and condition of the Collateral, and further containing a broad form contractual itability undersement covering Grantor's obligations to indemnify Lender as provided hereunder.

Insurance Proceeds. Lender shall have the right to directly receive the proceeds of all insurance protecting the Colleteral. In the event that Grantor should receive any such insurance proceeds, Grantor agrees to immediately turn over and to pay such proceeds directly to Londer. All insurance proceeds may be applied, at its sole option and discretion, and in such a manner as Lender may determine latter payment of all insurance proceeds may be applied, at its sole option and discretion, and in such a manner as Lender may determine latter payment of all insurance proceeds may be applied, at its sole option and discretion, and in such a manner as Lender may determine latter payment of all insurance proceeds directly to Londer in this connection; for the purpose of: (1) repairing or restoring the last, demagde or destroyed Colleteral; or (2) reducing the than outstanding balance of Grantor's indicatedness.

Insurance Reports. Granter, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy: (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the menner of determining that value; and (6) the expiration date of the policy. In addition, Granter shell upon request by Lender (however not more often then sanually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash yaive or replacement costs of the College.

Prior Encumbrances. To the extent applicable, Grantor shall fully and timely perform any and all of Grantor's obligations under any prior Encumbrances of the Collateral. Without limiting the foregoing, Grantor shall not commit or permit to exist any breach of or default under any such prior Encumbrances. Grantor shall further promptly notify Lender in writing upon the accurrence of any event or under any such prior Encumbrances. Grantor shall further not distributed any of the terms of any prior Encumbrance or any indebtedness secured thereby, or request or obtain any additional loans modify or extend any of the terms of any prior Encumbrance or any indebtedness secured thereby, or request or obtain any additional loans are secured thereby, or request or obtain any additional loans are accurated the extensions of gradit from any third party creditor or creditors whenever such additional loan advances or other extensions of oredit and effectly or indirectly secured, whether by cross-collateralization or otherwise, by the Collateral, or any part or parts thereof; with passible preference and priority over Lender's security interest. Grantor additionally agrees to obtain, upon Lender's request, and in form any displayed as a proper security interest, and any other Encumbrances that may affect the Collateral at any time.

Butters Encumbrances. Granter shall not without the order written consent of Lender, areas any Encumbrance that may affect the

future Encumbrances. Granter shall not, without the prior written consent of Lender, grant any Encumbrance that may affect the future Encumbrances. Granter shall not, without the prior written consent of Lender, grant any Encumbrance that may affect the Collegeral, or any part or parts thereof, nor shall Granter parmit or consent to any Encumbrance attaching to or being fixed higherst jong of Collegeral in favor, of envoire other than Lender. Granter shall further promptly pay when due all statements and charges of mechanics, materialmen, laborers, and others incurred in connection with the attention, improvement, repair and maintenance of the Collegeral between the prompting security or bond, so that no future Encumbrance may ever attach to or be filed against any Collegeral Cander, Granter additionally agrees to obtain, upon request by Lender, and in form and substance as may then be satisfactory to Lander,

**TRADEMARK** REEL: 005153 FRAME: 0175

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#### COMMERCIAL SECURITY AGREEMENT (Continued)

Loan No: 5300226610

appropriate waivers and/or subordinations of any lessor's liens or privileges, vendor's liens or privileges, purchase money security interests, and any other Encumbrances that may affect the Collateral at any time.

Notice of Encumbrances. Grantor shall immediately notify Lender in writing upon the filing of any attachment, fien, judicial process, claim, or other Encumbrance. Grantor additionally agrees to notify Lender immediately in writing upon the occurrence of any default, or event that with the passage of time, failure to cure, or giving of notice, might result in a default under any of Grantor's obligations that may be secured by any presently existing or future Encumbrance, or that might result in an Encumbrance affecting the Collateral, or should any of the Collateral be seized or attached or levied upon, or threatened by seizure or attachment or levy, by any person other than Lender.

Books and Records. Grantor will keep proper books and records with regard to Grantor's business activities and the Collateral in which a security interest is granted hereunder, in accordance with GAAP, applied on a consistent basis throughout, which books and records shall at all reasonable times be open to inspection and copying by Lender or Lender's designated agents. Lender shall also have the right to inspect Grantor's books and records, and to discuss Grantor's affairs and finances with Grantor's officers and representatives, at such reasonable times as Lender may designate.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agraement to perfect Financing Statements. Grantor authorizes Lender to the a DCC tinancing statement, or enterleavely, a copy of this Agreement of perfect, brotect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, continuation fees, termination fees, title transfer fees, and other fees and costs involved. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a carbon, photographic, facsimile or other reproduction copy of this Agreement as a UCC financing statement. Lender may also file a carbon, photographic, facsimile or other reproduction copy of Grantor's UCC financing statement. Grentor changes Grantor's name or address, or the name or address of any person granting a security interest under this Agreement changes, Grantor will promptly notify the Lender of such change.

GRANTOR'S RIGHT TO POSSESSION AND TO COLLECT ACCOUNTS. Until default and except as otherwise provided below with respect to accounts, Grentor may have possession and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grentor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. Until otherwise notitied by Lender, Grantor may collect any of the Collateral consisting of accounts. At any time and even though no Event of Default exists, Lender may exercise its rights to collect the eccounts and to notify account debtors to make payments directly to Lender for application to the Indebtedness. Lender or Lender's agents may also periodically contact individual obligors and debtors to verify the amounts than awing under such obligations, to determine whether such obligors and debtors have any offsets or counterclaims against the accounts or Grentor, and to Inquire about such other matters as Lender may deem necessary or desirable. If Lender at any time has possession of any Collateral, whether hefore or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security GRANTOR'S RIGHT TO POSSESSION AND TO COLLECT ACCOUNTS. Until default and except as otherwise provided below with respect to to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

#### ADDITIONAL COVENANTS. Grantor additionally agrees:

No Settlement or Compromise. Grantor will not, without the prior written consent of Lender, compromise, settle, adjust or extend payment under any of the Collateral

Books and Records. Grentor will keep proper books and records with regard to Grantor's business activities and the Collateral, which books and records shall at all times be open to inspection and copying by Lender or its designated agent. Lender shall also have the right to inspect Grantor's books and records, and to discuss Grantor's affairs and finances with Grantor at such reasonable times as Lender may designate.

Aging of Accounts. Granter will periodically, at such intervals requested by Lender, furnish Lender with an aging of that part of the Collateral consisting of accounts, together with a certificate executed by an officer of Granter, in such form and containing such representations and warranties regarding the accounts as Lender may reasonably require.

Notice to Obligors. Upon request by Lender, Grantor immediately will notify individual obligors with regard to the Collateral, advising such obligors of the fact that Lender has been granted a security interest in their obligations. In the event that Grantor should fail to provide such notices for any reason upon Lender's request, Grantor agrees that Lender may forward appropriate notices to such obligors and debtors either in Lender's name or in Grantor's name.

Additional Documents. Grentor shall at any time, from time to time, one or more times, upon Lender's written request, execute and deliver such further documents and do any and all such further acts and things as Lender may reasonably request, within Lender's sole discretion, to effect the purposes of this Agreement.

Verifications. Grantor additionally agrees that Lender or Lender's agents may periodically contact individual debtors whose notes, instruments and chartol paper have been assigned and pledged under this Agreement in order to verify the amounts then owing under such obligations, to determine whether such debtors have any offsets or counterclaims against Grantor, and with respect to such other matters about which Lender may inquire.

Notification of Lender. Grantor will promptly deliver to Lender all written notices, and will promptly give Lender written notice of any other notices received by Grantor with respect to the Collateraland Rights, and Lander will promptly give like notice to Grantor of any such notices received by Lender or its nominee.

notices received by Lender or its nomines.

LENDER'S EXPENDITURES. Grentor recognizes and agrees that Lender may incur certain expenses in connection with Lender's exercise of rights under this Agreement. If any action or proceeding is commenced that would materially affect Lender's Interest in the Collateral or if Grentor falls to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Londer deems appropriete, including but not limited to discharging or paying all taxes, Encumbrances and other claims, at any time levide or placed on the Collateral, including but not limited to discharging or paying all taxes, Encumbrances and other claims, at any time levide or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral, Including without limitation, the purchase of insurance protecting only Lender's interest in the Collateral. Lender may further take such other action or actions and incur such additional expenditures as Lender may deem to be necessary and proper to cure or rectify any actions or inactions on Grantor's part as may be required under this Agreement. Nothing under this Agreement or otherwise shall obligate Lender to take any such actions or to incur any such additional expenditures on Grantor's behalf, or as making Lender in any way responsible or liable for any loss, damage, or injury to the Collateral, to Grantor, or to any other person or persons, resulting from Lender's election not to take such actions or to incur such additional expenditures shall not constitute a walver or forsearence by Lender of any Event of Default under this Agreement. All such expenditures Incurred or paid by Lender for such purposes will then bear Interest at the rate charged under the Note from the date in

EVENTS OF DEFAULT. The following actions or inactions or both shall constitute Events of Default under this Agreement:

Default Under the Note. Should Grantor default in the payment of principal or interest under the Note or any of the Indebtedness.

Default Under this Agreement. Should Granter violate, or fail to comply fully with any of the terms and conditions of, or default under this

Default Under other Agreements. Should any default occur or exist under any Related Document which directly or indirectly secures repayment of any of the Indebtedness.

Other Defaults in Favor of Lender. Grantor or any guaranter defaults under any other loan, extension of credit, security right, instrument, document, or agreement, or obligation in favor of Lender.

Default in Favor of Third Parties. Should any guaranter or Granter default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guaranter's or Granter's property or Granter's or any guaranter's ability to repay the Indebtedness or any guaranter's or Granter's ability to perform their respective obligations under this Agreement or any of the Related Documents.

Death. Granter, or any guaranter of the Indebtedness, dies.

Insolvency. Should the suspension, failure or insolvency, however evidenced, of Grenter or any Guaranter occur or exist.

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# COMMERCIAL SECURITY AGREEMENT (Continued)

\_ Loan No: 5300226610

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Readjustment of Indebtedness. Should proceedings for readjustment of indebtedness, reorganization, composition or extension under any linguistry law be brought by or against Grantor or any Guaranter.

Assignment for Benefit of Creditors. Should Grentor or any Gueranter (se proceedings for a respite or make a general assignment for the benefit of creditors.

Receivership. Should a receiver of all or any part of Grantor's property; or the property of any Guarantor, be applied for or appointed.

Dissolution Proceedings. Proceedings for the dissolution or appointment of a liquidator of Grantor or any guerantor are commenced.

False Statements. Any warranty, representation or statement made or furnished to Londar by Grantor or on Granter's behalf, the Note is false or relateding. In any material respect, either now or at the time made or furnished or becomes false or misloading at any time.

Defective Colleteralization. This Agreement or any of the Seleted Documents ceases to be in full force and effect (including fellure of any colleteral document to create a valid and perfected accurity interest or lien) at any time and for any reason.

hiscourity. Lender in good faith balleves itself insecure with regard to repayment of the indubtedness.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have gillahe, rights of a secured party under applicable law, and more specifically under the Louisiana Commercial Laws (Ls. R.S. 10: 9-101 et seq.). In addition and without limitation, Londer may exercise any one or more of the following rights and remedies:

Accelerate Indebtodness. Lender may declare the entire Indebtodness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor. Lender, at its sole option, may accelerate the maturity end declare and demand immediate payment in full of any and all indebtodness secured hereby in principal, interest, coats, expenses, etternays fees and other sees and charges.

Seixuro and Salo of Collateral in Louisiana. In the event that Lander elects to commence appropriate Louisians foreclosure proceedings, under this Agreement, Lander may pause the Collateral, or any part or parts thereof, to be immediately seized wherever found, and sold, whether in term of court or in vacation, under ordinary or executory process, in accordance with applicable Louisians law, to the highest bidder for cash, with or without appreciaement, and without the necessity of making additional demand upon or notifying Grantor or placing Grantor in default, all of which are expressly weived.

Executory Process. For purposes of foreclosure under Louisiana executory process procedures, Grantor confesses judgment and acknowledges to be indebted to Lender, up to the full amount of the Indebtedness in principal, Interest, coats, expenses, reasonable attorneys less and other fees and charges. Grantor further confesses judgment and acknowledges to be indebted unto and in favor of the full amount of all additional advances that Londer may make on Grantor's behalf pursuant to this Agreement, together With Louisiana Coate of the full amount of two (2) times the face amount of the aforesid Note. To the oxfert permitted under applicable foliations are not as a more continuous and the face amount of the procedure; and provided in Articles 2332, 2336, 2723, and 2724 of the Louisiana Code of Civil Procedure, and all other laws with regard to apprecial upon judicial sale; (2) the domand and three I3) days dailey as provided under Articles 2639 and 2721 of the Louisiana Code of Civil Procedure; (4) the three (3) days' delay provided under Articles 2331 and 2722/267 the Louisiana Code of Civil Procedure; and (5) all other benefits provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure; and (5) all other benefits provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure; and (5) all other benefits provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure; and (5) all other benefits provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure; and (5) all other benefits provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure; and (5) all other benefits provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure; and (5) all other benefits provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure; and (5) all other benefits provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure; and (5) all other benefits

Report. Should any or all of the Collateral be selized as an incident to an action for the recognition or enforcement of this Agreement, by, executory process, sequestration, attachment, writ of fieri facias or otherwise, Grantor hereby agrees that the court issuing any such order, executory process, sequestration, attachment, writ of fieri facias or otherwise, Grantor hereby agrees that the court issuing any such order, shell; it requested by Lender, appoint Lender, or any agent designated by Lender or any person or entity named by Lender at the time such selizing is requested, or any time thereafter, as Keeper of the Collateral as provided under Le. R.S. 9:5136, at seq. Suchrar Keeper shall be selizing its requested, or any time thereafter, as Keeper of the Collateral as provided under Le. R.S. 9:5136, at seq. Suchrar Keeper shall be reasonable fees of such Keeper, which are hereby fixed at \$50.00 per only the reasonable fees of such Keeper, which are hereby fixed at \$50.00 per only the form of an Additional Advance as provided in this Agreement.

Dégleration of Fact. Should it become necessary for Lender to foreclose under this Agreement, ell decisrations of fact, which are made under an authentic act before a Notary Public in the presence of two witnesses, by a person declaring such facts to lie within his or her knowledge, shall constitute authentic evidence for purposes of executory process and also for purposes of La. R.S. 9:3509.1, Le. R.S. 9:3504(D)(6) and Le. R.S. 10:9-629, es.applicable.

Deliver Collateral. This provision applies, to the extent applicable, if and when the Collateral for any reason is located outside the State of Louisians following the occurrence of any Event of Default, or should there be a subsequent change in Louisiana law permitting such Louisians following the occurrence of any Event of Default, or should there be a subsequent change in Louisiana law permitting such remedius. Lender may require Grantor to assemble the Collateral and any and all certificates of title and other dominants relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place jobe designeted by Lender, Lender also shell have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender make such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

take such other goods, provided that Lander makes reasonable efforts to return them to Grantor after repossession.

Piblic or Private Sale of Collatoral. To the extent that any of the Collatoral is than in Lender's possession, Lender shall have full power to self-like see, transfer, or otherwise deal with the Collatoral or proceeds thereof in Lander's own name or that of Grantor. Lander may sall the self-like sel

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateralf With the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the League and Rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver without bond if permitted by law. Lander's right to the appointment of a receiver shall exist whather or not the apparent value of the Collateral exceeds the indebtedness by a substantial amount. Employment by Lender shall not disquality a purpon from serving 4s at receiver.

Collect Revenues, Apply Accounts. Lender shall have the right, at Lender sole option and election, at any time, whether or not one or more Events of Default than exist under this Agreement, to directly collect and receive all proceeds and/or payments arising under or in any way appropriate from the Collateral, as such amounts become due and payable. In order to permit the foregoing, Granter unconditionally agrees to disliver to Lander, immediately following demand, any end all of Granter's records, ledger sheets, and other documentation, in the foregoing are to the Collateral and any and all proceeds and/or payments applicable therato.

Lander shall have the further right, whether or not an Event of Default then exists under this Agreement, where appropriate and within Lender's sole discretion, to file suit, either in Lender's own name or in the name of Granter, to collect any and all proceeds and phymeints that may then end/or in the future be due and owing under this Agreement, and if os a result of such it is necessary for Lender to etternative collect any such proceeds and/or payments from the obligors therefor. Lender may compromise, settle, extend, or regard for any period to collect any such proceeds and/or payments from the obligors therefor. Lender may compromise, settle, extend, or regard for any period to collect any such proceeds and/or payments from the obligors therefor. Lender may compromise, settle, extend, or regard for any period any obligation or indebtedness thereunder or evidenced thereby, or surrender, release, or extenders any evidenced thereby, or surrender, release, or extenders any evidenced thereby, or surrender, release, or any part of said obligation or indebtedness, without affecting the liability of Grantor under this 'Agreement' or under the indebtedness. To that end, Grantor hereby irrevocably constitutes and appoints Lender as Grantor's attorney-in-fact, coupled with an interest and with full power of substitution, to take any and all such actions and any end all other actions permitted hereby, either in the actions are defined thereby.

Additional Exponses. In the event that it should become necessary for Lander to conduct a search for any of the Collateral in connection with any foreclosure action, or should it be necessary to remove the Collateral, or any part or parts thereof, from the premises in which or on which the Collateral is then located, and/or to store and/or refurbish such Collateral, Grantor agrees to reimburse Lander for the conducting such a search and/or removing and/or storing and/or refurbishing such Collateral, which additional expense shall also be secured by the lien of this Agreement.

Specific Performance. Lander may, in addition to or in lieu of the foregoing remedies, in Lender's sole discretion, commance an appropriate scient against Granter speking specific performance of any covenant contained in this Agreement or in aid of the execution or enforcement of any power in this Agreement granted.

Obtain Deficiency. Lander may obtain a judgment against Grantor for any deficiency remaining on the Indebtadness due to Lender after.

#### COMMERCIAL SECURITY AGREEMENT (Continued)

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application of all amounts received from the exercise of the rights provided in this Agreement and any Related Document.

Other Rights and Remadies. In addition, Lender shall have and may exercise any or all other rights and remedies it may have evallable at law, in equity, or otherwise.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agraement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any temedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Granter under this Agraement, after Granter's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Agraement or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or resulted the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guaranter, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

PROTECTION OF LENDER'S SECURITY RIGHTS. Granter will be fully responsible for any losses that Lender may suffer as a result of envoire other than Lender asserting any rights or interest in or to the Collateral. Granter agrees to appear in and to defend all actions or proceedings purporting to affect Lender's security interests in any of the Collateral subject to this Agreement and any of the rights and powers granted purporting to affect Lender's security interests in any of the Collateral subject to this Agreement, of the rights and powers granted before the countries of the rights and powers granted before as a party or affecting Lander's security interests or the rights and powers granted under this Agreement, then Lender may, without releasing Granter from any of its obligations under this Agreement, does whatever Londer believes to be necessary and proper within its sole discretion to protect the security of this Agreement, including without limitation making additional advances on Granter's bohalf as provided

INDEMNIFICATION OF LENDER. Grantor agrees to indemnify, to defend and to save and hold Lender harmless from any and all claims, suits, obligations, damages, losses, costs, expanses including without limitation Lender's reasonable attorneys' fees), demands, liabilities, penalties, fines and forfeitures of any nature whatsoever that may be asserted against or incurred by Lender srising out of or in any manner occasioned by this Agreement and the exercise of the rights and remedies granted Lender herounder. The foregoing indomnity provisions shall survive the cancellation of this Agreement as to all matters crising or accruing prior to such cancellation, and the foregoing indomnity shall survive in the event that Lender elects to exercise any of the remedies as provided under this Agreement following default hereunder.

EXECUTION OF ADDITIONAL DOCUMENTS. Grantor agrees to execute all additional documents, instruments and agreements that Lender may deem to be necessary and proper, within its sole discretion, in form and substance satisfactory to Lender, to keep this Agreement, effect, to better reflect the true intent of this Agreement, and to consummate fully all of the transactions contemplated hereby and by any other agreement, instrument or document heretofore, now or at any time or times hereafter executed by Grantor and delivered to Lender.

INSPECTION OF COLLATERAL. Lender and Lender's designated representatives and agents shell have the right at all reasonable times to examine and inspect the Collateral wherever located.

AUDITS. Lender and its agents may also periodically conduct audits of the Collateral and may further inspect and audit Grantor's books and records that in any way pertain to the Colleteral and any part or parts thereof.

APPLICATION OF PAYMENTS. Grantor agrees that all payments and other sums and amounts received by Lender under the Indebtedness or under this Agreement, including, but not limited to, the net proceeds of any judicial or other sale, of any charter, management or other use of the Colleteral by Lender, of any claim for damages to the Colleteral and of any insurance proceeds received by Lender texcept to the extent that such insurance proceeds are to be paid to Granfor pursuant to any other provisions of this Agrocment) shall be held and applied by Lender from time to time in accordance with the terms of the Note.

TAXATION. In the event that there should be any change in law with regard to rexetion of security agreements or the debts they secure, Grantor agrees to pay any texes, assessments or charges that may be imposed upon Londor as a result of this Agreement.

EFFECT OF WAIVERS. Grantor has weived, and/or does by these presents waive, presentment for payment, protest, notice of protest and notice of nonpayment under all of the Indebtedness secured by this Agreement. Grantor has further waived, and/or does by these presents waive, all pleas of division and discussion, and all similar rights with regard to the indebtedness, and agrees that Grantor shall remain liable, together with any and all Guarantors, on a "solidary" or "joint and several" basis. Grantor further agrees that discharge or reloase of any porty who is, may, or will be liable to Lender under any of the Indebtedness, or the release of the Colleteral or any other collateral diractly or indirectly securing ropayment of the same, shall not have the effect of roleasing or otherwise diminishing or reducing the actual or potential liability of Grantor and/or any other party or parties guaranteeing payment of the Indebtedness, who shall remain liable to Lender, and/or of releasing any Collateral or other collateral that is not expressly released by Lender.

Callateral or other collateral that is not expressly released by Lender.

Grantor additionally agrees that Lender's acceptance of payments other than in accordance with the terms of any agreement or agreements governing repayment of the Indebtedness, or Lendor's subsequent agreement to extend or modify such repayment terms, shall likewise not have the offect of releasing any party or parties from their respective obligations to Lender, and/or of releasing any of the Collateral or other collateral directly or indirectly securing repayment of the indebtedness. In addition, no course of dealing between Lender and Grantor, nor any failure of delay on the part of Lender to exercise any of the rights and remedies granted to Lender under this Agreement, or under any ather agreement or agreements by and between Lender shall furthormore not constitute a waiver of any of Lender's other rights and remedies, in the longer of any rights and remedies, and remedies shall be cumulative in nature. Grantor further agrees that, upon the occurrence of any Event of Default under this Agreement, any waiver or forbearence on the part of Lender to pursue the rights and remedies available to Lender, shall be binding upon Lender only to the extent that Lender's provisions and terms contained in this Agreement or any other agreement, only such waiver or forbearence as to one Event of Default. Now of the warranties, conditions, provisions and terms contained in this Agreement or any other agreement, occument, or instrument now or hereafter executed by Grantor and delivered to Lender, shall be deemed to have been waived by any act or knowledge of Lender, its agents, officers or employees; but only by an instrument in writing specifying such waiver, signed by aduly authorized officer of Lender and delivered to Grantor.

MISCELLANEOUS PROVISIONS. The tollowing miscellaneous provisions are part of this Agreement:

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. No amendment, modification, consent or waiver of any provision of this Agreement, and no consent to any departure by Grantor therefrom, shall be offective unless the same shall be in writing signed by a duly authorized officer of Lendor, and then shall be effective only as to the specific instance and for the specific purpose for which given.

Attorneys' fees; Expenses. Grantor agrees to pey upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees in an amount not exceeding 25,000% of the principal balance due on the Indebtedness and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees in an amount not exceeding 25,000% of the principal balance due on the Indebtedness and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees in an amount not exceeding 25,000% of the principal balance due on the Indebtedness and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, end any anticipated post-integrated payants and payant in the principal payants and pa post-judgment collection services. Grantor also shall pay all court costs and such additional face as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extant not preempted by federal law, the laws of the State of Louisians without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State

Assignment of Indebtedness, Grantor hereby recognizes and agrees that Lender may assign all or any portion of the Indebtedness to one or more third party creditors. Such transfers may include, but are not limited to, sales of participation interests in the Indebtedness. Grantor specifically agrees and consents to all such transfers and assignments and further waives any subsequent notice of such transfers or assignments as may be provided under applicable law. Grantor additionally agrees that any and all of the indebtedness in favor of such a third party assignee, for the limited purposes set forth above, will be secured by the Collateral.

Notices. To give Granter any notice required under this Agreement, Lender may hand deliver or mall the notice to Granter at Granter's last registered or certified mail at the address specified in this Agreement, tender may hand deliver or mall the notice to Grantor at Grantor's last address in Lender's records. If there is more than one Grantor under this Agreement, notice to a single Grantor shall be considered as notice to all Grantors. To give Lender any notice under this Agreement, Grantor for any Grantor's shall mail the notice to Lender by registered or certified mail at the address specified in this Agreement, or at any other address that Lender may have given to Grantor for any Grantor) by written notice as provided in this section. All notices required or permitted under this Agreement must be in writing and will be considered as given on the day it is delivated by hand or deposited in the U.S. Mall as provided herein.

Power of Attorney. Granter hereby appoints Lender as Granter's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of fillings of other secured parties. Lender may at any time, and without further authorization from Granter, file a carbon, photographic, facsimile or other

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## COMMERCIAL SECURITY AGREEMENT (Continued)

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reproduction of any financing statement. Grantor will reimburse Lander for all expenses for the perfection, terminetian and the continuation of the perfection of Lender's security interest in the Collateral.

Exemption Waiver. In granting this Agraement, Grantor waives any and all homestead exemptions and other axemptions from seizure or sale with regard to the Collegeral to which Grantor may be entitled under the laws of the State of Louisians.

Severábility. If any provision of this Agreement is held to be illegal, inveild or unenforceable under present or future laws affective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforceable as if the illegal, invalid or unenforceable provision and never comprised a part of it, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, it illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement, a provision as similar in terms to such lineal, invalid or unenforceable provision as may be possible and legal, valid and enforceable.

Successors and Assigns Bound; Solidary Linbility. Subject to any limitations set forth herein on transfer of the Collateral, this Agreement shall be binding upon and inure to this banefit of the parties, and their successors and essigns. In the event that there is more than one Grantor under this Agreement, all of the agreements and obligations made and/or incurred by any Grantor under this Agreement shall be one a faolitary or "joint and several" basis.

Survival of Representations and Werrenties. All representations, werrenties, and agreements made by Grentor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall survive the termination of this Agreement:

Walve Jury. All parties to this Agreement hereby welve the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Louisiana Commercial Laws (La. R.S. 10: 9-101, of seq.):

Agreement. The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended as modified from time to time, together with all exhibits, and schedules attached or to be attached to this Commercial Security Agreement, from time to time.

Borrower. The word "Borrower" means Big Easy Blends, L.L.C. and includes all co-signers and co-makers signing the Note and all their successors and easigns.

Colleteral. The word "Colleteral" means all of Grantor's right, title and interest in and to all the Colleteral as described in the Colleteral. Description section of this Agreement.

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Enoughbrance. The word "Enoughbrance" means individually, collectively and interchangeably any and all presently existing and/or future mortgages, lions, privileges and other contractual and/or statutory security interests and rights, of every nature and kind, whether in admirally, at law, or an equity, that now and/or in the future may affect the Collateral or any part or parts thereof.

Environmental Laws. The words 'Environmental Laws' mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, 105mpensation, and Lability Act of 1980, as amended, 42 U.S.C. Section 8001, at seq. ("CERCLA"), the Superfund Amendments and Espatial Transportation Act, 49 U.S.C. Section 1801, at \$49,000, the Report Conservation and Recovery Act, 42 U.S.C. Section 6901, at seq., or other applicable state os federal laws, tudes, or regulations adopted pursuant thereto:

Evant of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP, The word "GAAP" means generally accepted accounting principles.

Grantor, The word "Grantor" means Big Easy Blends, L.L.C.,

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very proadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, patroleum and patroleum by-products or any freeticn thereof and asbestos.

Indebtodness. The word "Indebtodness" means the indebtodness evidenced by the Note or Related Documents, in principal, interest, costs, expenses and attorneys' fees a

Lander. The word "Lander" means IBERIABANK, its successors and assigns, and any subsequent holder or holders of the Note or any Interest therein.

Interest therein.

Note: The word "Note" means the Note executed by Big Easy Blands, L.L.C. in the principal amount of \$400,000.00 dated June 1, 2011,
Specifier with all renewals, extensions, modifications, refinancings, consolidations and substitutions of and for the note or credit agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collaboration" section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, anvironmental agreemants, guarantips, security, agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or haraster existing, executed in connection with the indebtedness,

Rights. The word "Rights" means any end all of Grantor's additional rights granted and pledged to Lender as provided under this "Agreement."

GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS. TERMS. THIS AGREEMENT IS DATED JUNE 1, 2011.

GRANTOR:

BIG EASY BLENDS, L.L.C.

Salvadore EdMartine, IV. Manager of Big Easy Blonds, L.L.C.

Antionio J. Lawarina, Manager of Big Easy Blends,

Craig J. Cordes, Manager of Big Easy Blends, L.L.C

EASER FMC Langua, Var. 6.45.00.003, Capr. Namers Americal Society, Inc. 1907, 2011. At Night Reported. La interpretation in resistant in