

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409586

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rouse's Enterprises, L.L.C.		12/20/2016	Limited Liability Company: LOUISIANA
RECEIVING PARTY DATA			
Name:	Capital One, National Association		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3308721	ROUSES	
Registration Number:	3308720	ROUSES	
Registration Number:	3092540	ROUSES	
CORRESPONDENCE DATA			
Fax Number:	8043447999		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8047888200		
Email:	lcouch@hunton.com		
Correspondent Name:	HUNTON & WILLIAMS LLP		
Address Line 1:	951 EAST BYRD STREET		
Address Line 2:	RIVERFRONT PLAZA, EAST TOWER		
Address Line 4:	RICHMOND, VIRGINIA 23219-4074		
ATTORNEY DOCKET NUMBER:	67519.007145		
NAME OF SUBMITTER:	David E. Baker		
SIGNATURE:	/David E. Baker/		
DATE SIGNED:	12/20/2016		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

December 20, 2016

This Trademark Security Agreement (the "Agreement") is made as of the date first set forth above, between Rouse's Enterprises, L.L.C., a Louisiana limited liability company (the "Grantor"), in favor of Capital One, National Association, a national banking association, in its capacity as administrative agent (the "Administrative Agent") for itself and for the Secured Parties (as defined in the Credit Agreement identified below).

WHEREAS, the Grantor, the Administrative Agent and the lenders from time to time party thereto (the "Lenders") are entering into that certain Credit and Guaranty Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for certain extensions of credit and other financial accommodations to be made by the Lenders to or for the benefit of the Grantor;

WHEREAS, as a condition to the effectiveness of the Credit Agreement, Grantor, the other guarantors from time to time party thereto and the Administrative Agent are entering into that certain Collateral Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement");

WHEREAS, pursuant to the terms of the Collateral Agreement, Grantor has granted to the Administrative Agent a security interest in substantially all of its assets including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations, trademark applications and trademark licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all obligations; and

WHEREAS, Grantor owns the Trademark Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor grants to the Administrative Agent a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

- i. each trademark owned by Grantor, including, without limitation, each trademark registration and application referred to in Schedule 1 hereto under which a trademark registered with the United States Patent and Trademark Office (including a trademark that is subject to a pending application for registration), and all of the goodwill of the business connected with the use of, or symbolized by, each trademark;
- ii. each trademark license under which exclusive rights are granted to Grantor, including, without limitation, each trademark license identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each trademark licensed pursuant thereto; and
- iii. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademark

registrations referred to in Schedule 1 hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 hereto and the trademark licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

The foregoing security interest is granted in conjunction with the security interests granted by Grantor to the Administrative Agent pursuant to the Collateral Agreement. Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

Terms defined in the Collateral Agreement and not otherwise defined herein have, as used herein, the respective meanings provided for therein.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

ROUSE'S ENTERPRISES, L.L.C., a Louisiana
limited liability company, as Grantor

By: 

Name: Donald J. Rouse, Sr.

Title: Manager

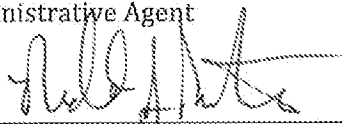
Signature page to Trademark Security Agreement
[Rouse's Enterprises, L.L.C.]

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Acknowledged:

CAPITAL ONE, NATIONAL ASSOCIATION,
as Administrative Agent

By:



Name: Nicholas J. Prather
Title: Vice President

Signature page to Trademark Security Agreement
[Rouse's Enterprises, L.L.C.]

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**Schedule 1
to Trademark
Security Agreement**

Trademarks

<u>Owner</u>	<u>Trademark</u>	<u>Serial Number/ Registration Number</u>	<u>Registration Date</u>
Louisiana			
Rouse's Enterprises, L.L.C., a Louisiana corporation	ROUSES MARKET	629392	May 4, 2011
FEDERAL			
Rouse's Enterprises, L.L.C., a Louisiana corporation	ROUSES	3308721	October 9, 2007
Rouse's Enterprises, L.L.C., a Louisiana corporation	ROUSES	3308720	October 9, 2007
Rouse's Enterprises, L.L.C., a Louisiana corporation	ROUSES	3092540	May 16, 2006

Trademarks - Foreign

None.

Trademark Licenses

None.

Trade Secret Licenses

None.