

900376803 09/01/2016

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397165

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Harrison Company, L.L.C.		08/15/2016	Corporation : LOUISIANA
Imperial Trading Co., L.L.C.		08/15/2016	Corporation : LOUISIANA

LIMITED LIABILITY COMPANY

CJ
9/7/16

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	2100 Ross Avenue
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	National Banking Association: UNITED STATES

LIMITED LIABILITY COMPANY

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	86964850	IMPERIAL
Serial Number:	86964511	MORE FOR YOUR STORE
Registration Number:	4263224	IMPERIAL
Registration Number:	4448128	HEARTY CHOICE
Registration Number:	2568084	WE DO MORE FOR YOUR STORE

OP \$140.00 86964850

CORRESPONDENCE DATA

Fax Number:

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.

Email: christopher.jamison@hklaw.com

Correspondent Name: Chris Jamison

Address Line 1: 800 seventeenth St

Address Line 2: Holland & Knight LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	057833.00038
NAME OF SUBMITTER:	Christopher Jamison
SIGNATURE:	/CRJ/
DATE SIGNED:	09/01/2016

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), dated as of August 15, 2016 is made by HARRISON COMPANY, L.L.C., a Louisiana limited liability company ("Harrison"), IMPERIAL TRADING CO., L.L.C., a Louisiana limited liability company ("Imperial"; and together with Harrison collectively, the "Grantors", and each individually, a "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION ("Grantee"), as agent for the financial institutions which are now or which hereafter become a party (collectively, the "Lenders" and each individually, a "Lender") to that certain Amended and Restated Loan and Security Agreement dated as of November 10, 2014 (as amended to the date hereof and as amended, modified and supplemented from time to time, the "Loan Agreement"), by and among Grantors, Grantee and Lenders.

WHEREAS, pursuant to the Loan Agreement, the Lenders have extended and may extend certain loans and other financial accommodations to the Grantors;

WHEREAS, under the terms of the Loan Agreement, the Grantors have granted to Grantee a security interest in, among other property, the intellectual property of the Grantors; and

WHEREAS, the Grantors have agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("USPTO").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors agree with the Grantee as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. Grant of Security. Each of the Grantors hereby pledge and grant to the Grantee a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

(a) the Trademarks and Trademark applications set forth on Schedule I hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantors' business symbolized by the foregoing or connected therewith (the "Trademarks");

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for

damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

3. Recordation. Each of the Grantors hereby authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Grantee.

4. Other Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Grantee with respect to the Trademark Collateral are as provided by the Loan Agreement and Other Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Special Power of Attorney. Grantors will, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Grantee an original of a Special Power of Attorney for the implementation of the assignment, sale or other disposition of the Trademark Collateral pursuant to Grantee's exercise of the rights and remedies granted to Grantee hereunder and under the other Other Documents.

6. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic format (*i.e.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

7. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

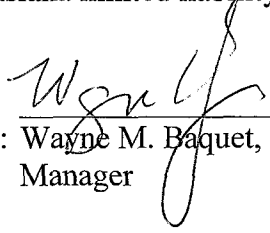
8. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

9. Disputes. All claims, disputes and controversies between the Grantors and Grantee, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Loan Agreement.

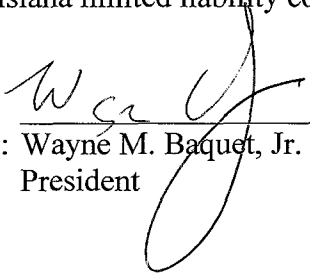
[Signature page follows]

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

HARRISON COMPANY, L.L.C.,
a Louisiana limited liability company

By: 
Name: Wayne M. Baquet, Jr.
Title: Manager

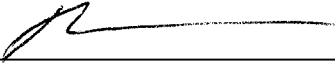
IMPERIAL TRADING CO., L.L.C.,
a Louisiana limited liability company

By: 
Name: Wayne M. Baquet, Jr.
Title: President

[Trademark Security Agreement]

AGREED TO AND ACCEPTED:

PNC BANK, NATIONAL ASSOCIATION
as Agent for the Lenders

By:  _____

Name: Robert Reaser
Title: Vice President

Address: 2100 Ross Avenue, Suite 1850
Dallas, Texas 75201

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Mark	Country	Owner	Federal Registration No.	Registration Date
IMPERIAL	USA	Imperial	4,263,224	12/25/2012
HEARTY CHOICE and design	USA	Imperial	4,448,128	12/10/2013
WE DO MORE FOR YOUR STORE	USA	Imperial	2,568,084	5/7/2002

TRADEMARK APPLICATIONS

Mark	Country	Owner	Application Number	Application Date
IMPERIAL and design	USA	Imperial	86,964,850	4/5/2016
MORE FOR YOUR STORE	USA	Imperial	86,964,511	4/5/2016

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