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NOTARIAL ENDORSEMENT AND ASSIGNMENT

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

ORIG: 367 BNDL: 12112
12/12/2008 10:33:27 AM

FILED AND RECORDED
EAST BATON ROUGE PARISH, LA
DOUG WELBORN
CLERK OF COURT AND RECORDER

BEFORE US, the undersigned Notaries Public, duly qualified in and for the State of Louisiana and parish, and in the presence of the undersigned competent witnesses, on the dates set forth below, personally came and appeared:

CUSTOMER PROVIDED COPY FOR
DEPUTY CLERK AND RECORDER

REGIONS BANK, an Alabama banking corporation, represented herein by its duly authorized agent (hereinafter "**Assignor**")

who declared and stated that:

FOR VALUE RECEIVED, namely the sum of \$845,339.89 (the "**Purchase Price**"), the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers, sells and delivers, without any warranty or recourse whatsoever, not even as to the return of all or part of the Purchase Price, to **BRITTON & KOONTZ BANK, N.A.** ("**Assignee**"), all of its right, title and interest in and to the following:

1. *Promissory Note* dated November 3, 2005, executed by Fraenkel Company, Inc., in the original principal amount of \$2,000,000.00, bearing interest at a rate of 6.50% per annum, and due in 59 equal monthly installment payments of \$39,216.10 each, with one final installment payment for the unpaid principal balance and accrued interest due November 3, 2010 ("**Note One**"); and
2. *Promissory Note* dated April 25, 2008, executed by Fraenkel Company, Inc., in the original principal amount of \$5,500,000.00, bearing interest at a variable rate of interest as provided in such note, and due in monthly installments of interest only, with one final installment payment for the unpaid principal balance and accrued interest originally due September 30, 2008 ("**Note Two**"; and, together with Note One, collectively, the "**Notes**")

The principal balance outstanding on Note One as of the date of this *Notarial Endorsement and Assignment* (this "**Agreement**") is \$879,638.67, and the principal balance outstanding on Note Two as of the date of this Agreement is \$0.00.

Assignor also assigns, transfers and delivers unto Assignee, without any recourse or warranty whatsoever, not even as to the return of all or part of the Purchase Price, all of its right, title and interest, **if any**, in and to and under any and all mortgages, deeds of trust, loan or credit agreements, pledges, security agreements, continuing guaranties and other documents and agreements executed in connection with, or given as collateral for, the Notes, which include, without limitation, the following: (a) BUSINESS LOAN AGREEMENT (ASSET BASED) dated September 28, 2006 (b) BUSINESS LOAN AGREEMENT dated November 3, 2005 (c) COMMERCIAL SECURITY AGREEMENT dated September 28, 2006 (d) COMMERCIAL SECURITY AGREEMENT dated March 26, 2007 (e) MULTIPLE INDEBTEDNESS MORTGAGE executed by Fraenkel Company, Inc., dated November 3, 2005 recorded in the official records of the Clerk and Recorder for East Baton Rouge Parish on November 3, 2005 as original no. 730 bundle 11781 securing indebtedness therein described (f) DEED OF TRUST dated April 25, 2008, executed by Fraenkel Company, Inc. to Charles N. Parrot, Adams and Reese LP, Trustee for Regions Bank filed for record in the Office of the Chancery Clerk of DeSoto County, Mississippi on May 7, 2008 at 11:34:05 a.m. and recorded on May 14, 2008 at 4:11:00 p.m. and recorded in Book 2898, Page 511, securing indebtedness therein described (g) LOAN POLICY OF TITLE INSURANCE, Policy number 1412-1204561 issued by Fidelity National Title Insurance Company dated November 3, 2005 at 12:48 p.m. (h) LOAN POLICY of Title Insurance issued by Mississippi Valley Title Insurance Company, Old Republic National Title Insurance Company, Policy number LP106790, dated May 14, 2008 at 4:11:00 p.m. and (i) any and all rights, privileges

and entitlement, if any, that relate to the UCC or public record registry of any of the foregoing (all such documents and agreements together with the Notes, collectively, the "Loan Documents").

Assignor is the legal and equitable owner of the Notes with full power to sell and assign the same, and it has executed no prior assignment or pledge thereof. Assignor makes absolutely no representations or warranties whatsoever regarding the enforceability or collectibility of the indebtedness or other obligations owed under the Notes or the other Loan Documents, or the value, validity, enforceability or existence, of any security therefor.

Then, in order to evidence said transfer, Assignor did endorse the Notes to the order of Assignee without recourse or warranty.

Intervening herein, by its signature below, is FRAENKEL COMPANY, INC., by and through its undersigned officer, who appears to approve the assignment and transfer made herein and the substitution of Britton & Koontz Bank, N. A. to only the benefits, rights and privileges of Regions Bank in and to the Loan Documents.

THUS DONE AND PASSED this 1st day of Dec, 2008, in Baton Rouge, Louisiana in the presence of me, Notary, and in the presence of the undersigned competent witnesses, after a due reading of the whole.

WITNESSES:

Assignor:
REGIONS BANK

M. Staid

Print Name: Mike Staid

By: Tom D'Antoni
Tom D'Antoni, Senior Vice President

Lina Stain

Print Name: TINA FOUNDRAIN

James R. Austin
NOTARY PUBLIC
Notary's Name: JAMES R. AUSTIN
Bar Roll/Notary No.: 02612

MISSISSIPPI ATTESTATION CLAUSE:

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

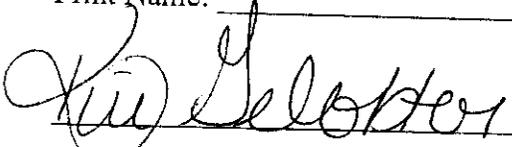
Personally appeared before me, the undersigned authority in and for the said parish and state, on this 1st day of December, 2008, within my jurisdiction, the within named Tom D'Antoni, who acknowledged that he is a Senior Vice President of REGIONS BANK, an Alabama banking corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation.

James R. Austin
NOTARY PUBLIC
Notary's Name: JAMES R. AUSTIN
Bar Roll/Notary No.: 02612
My commission is for life.

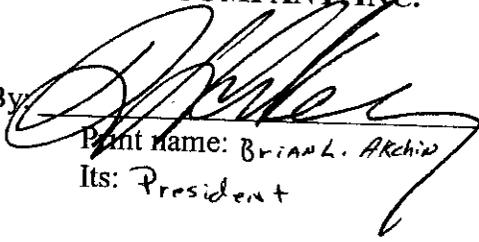
THUS DONE AND PASSED this 8th day of December, 2008, in Baton Rouge, Louisiana in the presence of me, Notary, and in the presence of the undersigned competent witnesses, after a due reading of the whole.

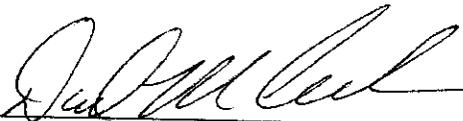
WITNESSES:


Print Name: Cecelia Romeo


Print Name: Kimberly B. Gelobter

Intervenor:
FRAENKEL COMPANY INC.

By: 
Print name: Brian L. Archib
Its: President



NOTARY PUBLIC

Notary's Name: _____
Bar Roll/Notary No.: Notary N. Com, LOR # 04237
Notary Public

Commission is for life

~~PREPARED BY~~ & RETURN TO:
WATKINS LUDLAM WINTERS & STENNIS, P.A.
P. O. BOX 1456
OLIVE BRANCH, MS 38654
(662) 895-2996