Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 7/31/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
PARLUX FRAGRANCES, INC.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☑ Corporation- State: Delaware
☐ Other

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☑ No

2. Name and address of receiving party(ies)
Additional names, addresses, or citizenship attached? ☐ Yes ☑ No

Name: REGIONS BANK
Internal Address:
Street Address: 100 S.E. Third Avenue, 17th Floor
City: Fort Lauderdale
State: Florida
Country: USA Zip: 33394

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☑ Corporation Citizenship Alabama
☐ Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☑ No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :
Execution Date(s) July 22, 2008

☐ Assignment ☐ Merger
☑ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
II. 1987290 II. 1829657 III. 1660537

Additional sheet(s) attached? ☐ Yes ☑ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
I. HYPNOTIC II. LIMOUSINE III. DECADENCE IV. VOULEZ VOUS? Serial Number: 77158283; Filing Date: April 17, 2007

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Philip M. Hanaka, Esq.
Internal Address:
Street Address: 515 East Las Olas Boulevard
Suite 850
City: Fort Lauderdale
State: Florida Zip: 33301
Phone Number: 954-766-9930
Fax Number: 954-766-9937
Email Address: pmh@angelolaw.com

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 115.00
☑ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:
a. Credit Card Last 4 Numbers 1011
Expiration Date 08/10
b. Deposit Account Number
Authorized User Name

9. Signature: Signature 11/04/08 Date
Philip M. Hanaka
Name of Person Signing
Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP $115.00 77158283

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 22, 2008, by PARLUX FRAGRANCES, INC., a Delaware corporation (the "Grantor"), in favor of REGIONS BANK, an Alabama banking corporation (the "Lender").

RECITALS

A. The Grantor and PARLUX LTD., a New York corporation ("Parlux Ltd.") have entered into that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement") with the Lender, pursuant to which Lender has agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and Parlux Ltd., and pursuant to which certain obligations owed the Lender are secured.

B. Pursuant to the Loan and Security Agreement, the Grantor is required to execute and deliver to the Lender, this Agreement.

C. Pursuant to the terms of the Loan and Security Agreement, Grantor has granted to the Lender, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan and Security Agreement.

In consideration of the mutual agreements set forth herein and in the Loan and Security Agreement, the Grantor does hereby grant to the Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

(1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Exhibit "A" annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(2) each trademark license, including, without limitation, each trademark license listed on Exhibit "A" annexed hereto, together with all goodwill associated therewith;

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Exhibit "A" annexed hereto, any trademark issued pursuant to a trademark application referred to in Exhibit "A" and any trademark licensed under any trademark license listed on Exhibit "A" annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

(4) each patent and patent application, including, without limitation, each patent and patent application referred to in Exhibit "B" annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(5) each patent license, including, without limitation, each patent license listed on Exhibit "B" annexed hereto, together with all goodwill associated therewith;

(6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Exhibit "B" annexed hereto, any patent issued pursuant to a patent application referred to in Exhibit "B" and any patent licensed under any patent license listed on Exhibit "B" annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Loan and Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan and Security Agreement.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

PARLUX FRAGRANCES, INC., a Delaware corporation

By: _____
Raymond J. Balsys, Chief Financial Officer

Acknowledged:

PARLUX LTD., a New York corporation

By: _____
Raymond J. Balsys, Chief Financial Officer

REGIONS BANK, an Alabama banking corporation

By: _____
Vanessa Civalero, Senior Vice President

Signature Page to Patent & Trademark Security Agreement

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 22nd day of July, 2008, by Raymond J. Balsys, as Chief Financial Officer of PARLUX FRAGRANCES, INC., a Delaware corporation, on behalf of the corporation. He is personally known to me or has produced a driver's license as identification and did not take an oath.

Print or Stamp Name: CAROLE RAMSAY
Notary Public, State of Florida
Commission No.:
My Commission Expires:

CAROLE RAMSAY

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 22nd day of July, 2008, by Raymond J. Balsys, as Chief Financial Officer of PARLUX LTD., a New York corporation, on behalf of the corporation. He is personally known to me or has produced a driver's license as identification and did not take an oath.

Print or Stamp Name: CAROLE RAMSAY
Notary Public, State of Florida
Commission No.:
My Commission Expires:

CAROLE RAMSAY

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 22nd day of July, 2008, by Vanessa Civalero, as Senior Vice President of REGIONS BANK, an Alabama banking corporation, on behalf of the bank. She is personally known to me or has produced a driver's license as identification and did not take an oath.

Print or Stamp Name: CARTICE RAMSAY
Notary Public, State of Florida
Commission No.:
My Commission Expires:

CARTICE RAMSAY
Commit CD0830117
Expires 4/22/2010
Bonded by (800)432-4254
Florida Notary Assn. Inc.

EXHIBIT A

TO

PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARKS

74727656	1987290	HYPNOTIC
74087638	1650537	DECADENCE
74004409	1629657	LIMOUSINE

{M2709011;3}

EXHIBIT B

TO

PATENT AND TRADEMARK SECURITY AGREEMENT

PATENTS

See Attached

PATENTS

7/15/2008

TRADEMARK	COUNTRY	APPLICATION	REGISTRATION	CLASS	FILING DATE	EXPIRATION DATE
273 (Pyramid bottle design)	U.S.A.	735939	1593731	PATENT	5/1/1990	5/1/2010
360° round bottle design	CANADA	3009933	75969	PATENT	9/30/1993	12/14/2015
360° Round Bottle Design	U.S.A.	29013674	D354441	PATENT	1/17/1995	1/17/2009
360° round bottle design	FRANCE	934703	0348974-03	PATENT	9/15/1993	9/15/2018
360° round bottle design	KOREA (SOUTH)	20666	164529	PATENT	5/26/1995	
360° round bottle design	GR BRITAIN	2034124	2034124	PATENT	9/23/1993	9/23/2008
360° tube bottle design	FRANCE	934703	0348976	PATENT	9/15/1993	9/15/2018
360° tube bottle design	GR BRITAIN	2034125	2034125	PATENT	9/23/1993	9/23/2008
360° tube bottle design	KOREA (SOUTH)	20665	164528	PATENT	5/26/1995	
360° Vertical Bottle Design	U.S.A.	29013669	D357415	PATENT	4/18/1995	4/18/2009
360° verticle bottle design	CANADA	3009934	77723	PATENT	12/14/1995	12/14/2015
ANIMALE (Men's Bottle)	COLOMBIA	00092203		PATENT	11/10/2000	
ANIMALE (Women's Bottle)	COLOMBIA	00092202		PATENT	11/10/2000	
babyGUND (Container & Cap)	U.S.A.	29280137	D566575	PATENT	4/15/2008	4/15/2022
CHALEUR (Bottle)	COLOMBIA	00092205		PATENT	11/10/2000	
CHALEUR (Bottle)	U.S.A.	29/125,028	D458143	PATENT	6/4/2002	6/4/2016
CHALEUR (Box)	COLOMBIA	00092204		PATENT	11/10/2000	
FRED HAYMAN'S HOLLYWOOD for Men	U.S.A.	29094626		PATENT	10/6/1998	
GUESS by Marciano Bottle & Cap	U.S.A.	29/320,240		PATENT	6/24/2008	
HOLLYWOOD WOMEN'S BOTTLE DESI	U.S.A.			PATENT		
MARIA SHARAPOVA (Cap&Bottle)	U.S.A.	29241909	D548095 S	PATENT	8/7/2007	8/7/2021
OP JUICE (LARGE BOTTLE) DESIGN	U.S.A.	29/142934	D459210	PATENT	6/25/2002	6/25/2016
OP JUICE (SMALL BOTTLE) DESIGN	U.S.A.	29/142965	D459211	PATENT	6/25/2002	6/25/2016
OP WAVE (BOTTLE AND CAP)	U.S.A.	29/181642	D488058	PATENT	4/6/2004	4/6/2018
PERRY ELLIS PORTFOLIO	JAPAN	1097806		PATENT	11/8/1999	
PERRY ELLIS PORTFOLIO	U.S.A.	29105394	D425407	PATENT	5/23/2000	5/23/2014
PERRY ELLIS PORTFOLIO	COLOMBIA		003343	PATENT	10/12/2000	11/24/2007
PERRY ELLIS PORTFOLIO	CTM	N/A		PATENT		
TORSO MAN	U.S.A.	PENDING		PATENT		
TORSO WOMAN	U.S.A.	PENDING		PATENT		
WITH LOVE bottle design	U.S.A.	024355	1709080	PATENT	6/18/1992	8/18/2006