

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
Parlux Ltd.		06/25/2010	CORPORATION: NEW YORK
Parlux Fragrances, Inc.		06/25/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	10 Riverside Drive		
City:	Danbury		
State/Country:	CONNECTICUT		
Postal Code:	06810		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1629657	LIMOUSINE	
Serial Number:	85031964	PASSPORT	
CORRESPONDENCE DATA			
Fax Number:	(404)541-4710		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-815-6042		
Email:	laallen@kilpatrickstockton.com		
Correspondent Name:	Lizzie Buchanan, Esq.		
Address Line 1:	Kilpatrick Stockton LLP		
Address Line 2:	1100 Peachtree Street, Suite 2800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	390731		
NAME OF SUBMITTER:	Latosha E. Allen		

OP \$65.00 1629657

900165738

**TRADEMARK
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Signature:	/Latosha E. Allen/
Date:	06/28/2010
Total Attachments: 7 source=Parlux- Trademark Security Agreement#page1.tif source=Parlux- Trademark Security Agreement#page2.tif source=Parlux- Trademark Security Agreement#page3.tif source=Parlux- Trademark Security Agreement#page4.tif source=Parlux- Trademark Security Agreement#page5.tif source=Parlux- Trademark Security Agreement#page6.tif source=Parlux- Trademark Security Agreement#page7.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 25, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 25, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among PARLUX LTD. (the "Borrower"), Holdings, the Lenders from time to time party thereto and GE Capital, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement, dated as of June 25, 2010, in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

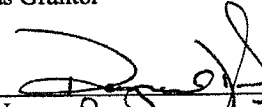
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

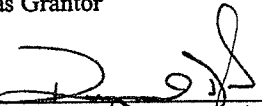
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PARLUX LTD.,
as Grantor

By: 
Name: Raymond J. Balsys
Title: CFO

PARLUX FRAGRANCES, INC.,
as Grantor

By: 
Name: Raymond J. Balsys
Title: CFO

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: _____
Name: _____
Title: Duly Authorized Signatory

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004232 FRAME: 0919

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

Very truly yours,

PARLUX LTD.,
as Grantor


By: _____
Name: _____
Title: _____

PARLUX FRAGRANCES, INC.,
as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent


By: 
Name: DONALD CAVALIERE
Title: Duly Authorized Signatory


SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

ACKNOWLEDGMENT OF GRANTOR

STATE OF Florida
COUNTY OF Broward ss.

On this 25th day of June 2010 before me personally appeared Raymond J. Belvas, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PARLUX LTD., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

 CAROLE RAMSAY
NOTARY PUBLIC
STATE OF FLORIDA
Comm# DD968595
Expires 4/22/2014

ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004232 FRAME: 0921

ACKNOWLEDGMENT OF GRANTOR

STATE OF Florida
COUNTY OF Broward ss.

On this 25th day of June 2010 before me personally appeared Raymond J. Delays who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PARLUX FRAGRANCES, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Carole Ramsay
Notary Public



CAROLE RAMSAY
NOTARY PUBLIC
STATE OF FLORIDA
Comm# DD968595
Expires 4/22/2014

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004232 FRAME: 0922

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

Mark	App. No.	Reg. No.	Filed	Issued	Goods/Services	Status	Owner
LIMOUSINE	74004409	1629657	11/21/1989	12/25/1990	IC 003: perfumes.	Section 8 & 9 due 12/25/201 0.	Parlux Fragrances, Inc.

B. TRADEMARK APPLICATIONS

Mark	App. No.	Reg. No.	Filed	Issued	Goods/Services	Status	Owner
PASSPORT	85031964	n/a	05/06/2010	n/a	IC 003: Fragrances and non-medicated body products for men and women	Pending application awaiting examination.	Parlux Fragrances, Inc.

C. IP LICENSES

NONE.