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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)/Execution Date(s):

Five Star Fragrance Company, Inc.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other: ____

Citizenship (see guidelines) New York

Execution Date(s) January 7, 2011

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: Wells Fargo Bank, National Association, as Agent

Internal Address: ____

Street Address: One Boston Place, 18th Floor

City: Boston

State: MA

Country: USA Zip: 02108

☒ Association Citizenship USA
☐ General Partnership Citizenship ____
☐ Limited Partnership Citizenship ____
☐ Corporation Citizenship
☐ 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:

☐ 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) See Attached Schedule A

B. Trademark Registration No.(s) See Attached Schedule A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: UCC Direct Services

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwers.com

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 465—

☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 5083
Expiration Date 10/12

b. Deposit Account Number ____
Authorized User Name: ____

9. Signature: [signature] 1/10/11
Signature Date

Mercedes Farinas
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (703) 308-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP $465.00 8516842

SCHEDULE A

UNITED STATES

MARK	REGISTRATION NUMBER/ APPLICATION NUMBER	REGISTRATION DATE/ APPLICATION DATE
23 BY MICHAEL JORDAN	3,319,857	October 23, 2007
BIJAN V.I.P.	3,693,507	October 6, 2009
BIJAN WICKED	3,455,256	June 24, 2008
BILLIONAIRE	85/168428	November 3, 2010
ELEGANT	1,600,224	June 12, 1990
GALORE (Stylized)	2,363,173	June 27, 2000
FLIGHT MICHAEL JORDAN	85/188902	December 2, 2010
HYDRA PLUMP	3,234,875	April 24, 2007
JORDAN BY MICHAEL	2,462,544	June 19, 2001
LEGEND MICHAEL JORDAN and Design	77/806744	August 18, 2009
MICHAEL JORDAN	3,539,462	December 2, 2008
MISCELLANEOUS DESIGN	3,555,987	January 6, 2009
NORELL	901,649	October 27, 1970
NORELL	1,467,901	December 8, 1987
PAVLOVA	1,210,189	September 28, 1982
SEDONA VALLEY SPA BY MATTESE	3,200,901	January 23, 2007
VIKING	2,381,808	August 29, 2000
VIKING and Design	2,074,225	June 24, 1997

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FOREIGN

COUNTRY	MARK	REGISTRATION NUMBER/ APPLICATION NUMBER	REGISTRATION DATE/ APPLICATION DATE
Australia	LEGEND MICHAEL JORDAN	1343078	February 1, 2010
Australia	MICHAEL JORDAN	1216554	December 20, 2007
Bahrain	LEGEND MICHAEL JORDAN	80085	n/a
Brazil	INNER REALM	819907812	December 7, 1999
Brazil	REALM	817216367	March 19, 1996
Canada	LEGEND MICHAEL JORDAN	1,467,785	
Canada	MICHAEL JORDAN	1,376,900	
Canada	MICHAEL JORDAN HEAD DESIGN	TMA777867	September 22, 2010
Canada	HEAD (DESIGN)	TMA516155	September 9, 1999
Canada	INNER REALM & DESIGN	TMA522135	January 25, 2000
Canada	REALM	TMA427052	May 6, 1994
Chile	REALM	831629	December 15, 1997
China	LEGEND MICHAEL JORDAN	8070984	
China	MICHAEL JORDAN	6908855	
China	MISCELLANEOUS DESIGN	6909056	May 28, 2010
CTM	LEGEND MICHAEL JORDAN	8847709	July 27, 2010
CTM	MICHAEL JORDAN	6764864	December 18, 2008
CTM	MISCELLANEOUS DESIGN	6764922	December 22, 2008
Hong Kong	LEGEND MICHAEL JORDAN	301535067	February 1, 2010

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COUNTRY	MARK	REGISTRATION NUMBER/ APPLICATION NUMBER	REGISTRATION DATE/ APPLICATION DATE
Hong Kong	MICHAEL JORDAN	301019123	March 25, 2009
Hong Kong	Miscellaneous Design	301019132	June 12, 2008
India	MICHAEL JORDAN	1639352	
India	Miscellaneous Design	1639351	
Japan	MICHAEL JORDAN	0004339350	November 26, 1999
Japan	Miscellaneous Design	0005219838	April 3, 2009
South Korea	MICHAEL JORDAN	417681	August 2, 1998
South Korea	MICHAEL JORDAN	417682	August 22, 1998
Kuwait	LEGEND MICHAEL JORDAN	109294	
Malaysia	MICHAEL JORDAN	08000112	
Malaysia	Miscellaneous Design	08000114	July 28, 2010
Mexico	LEGEND MICHAEL JORDAN	1158868	February 5, 2010
Mexico	MICHAEL JORDAN	1120404	September 11, 2009
Mexico	MISCELLANEOUS DESIGN	1042269	May 28, 2008
Paraguay	MICHEL JORDAN LEGEND	5068/2010	
Paraguay	MICHAEL JORDAN	204451	July 3, 1998
Paraguay	MISCELLANEOUS DESIGN	219053	October 28, 1999
Qatar	MICHEL JORDAN LEGEND	60835	
Saudi Arabia	MICHEL JORDAN LEGEND	151402	
Singapore	MICHAEL JORDAN	T080053E	January 3, 2008

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COUNTRY	MARK	REGISTRATION NUMBER/ APPLICATION NUMBER	REGISTRATION DATE/ APPLICATION DATE
Singapore	MICHEL JORDAN LEGEND	T1001887Z	February 12, 2010
Singapore	MISCELLANEOUS DESIGN	T0800054C	January 3, 2008
Taiwan	MICHAEL JORDAN	01332370	October 16, 2008
Taiwan	MICHEL JORDAN LEGEND	01431714	October 1, 2010
Taiwan	MISCELLANEOUS DESIGN	01332369	October 16, 2008
Taiwan	REALM	617801	April 24, 1993
United Arab Emirates	MICHEL JORDAN LEGEND	138961	

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EXECUTION

GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, FIVE STAR FRAGRANCE COMPANY, INC., a New York corporation (the "Grantor"), hereby grants to WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent (in such capacity, the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, tradenames, trade styles and service marks and all trademark registrations and trademark applications and recordings (the "Marks") set forth on Schedule A attached hereto, (ii) all rights and privileges arising under applicable law with respect to Grantor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof, (iii) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (iv) the goodwill of the business symbolized by each of the Marks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Marks, (v) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Marks, (vi) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (vii) the right to sue for past, present and future infringements thereof, (viii) all rights corresponding thereto, (ix) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Grantor against third parties for past or future infringement of the Marks and (x) iv) all causes of action arising prior to or after the date hereof for unfair competition regarding the Marks.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Security Agreement by, among others, the Grantor and the Grantee, dated as of January 7, 2011 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 9th day of January, 2011.

GRANTOR

FIVE STAR FRAGRANCE COMPANY, INC.

By: _____
Name: Michael W. Katz
Title: President and Chief Executive Officer

GRANTEE

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent

By: _____
Name: Wai Y. Cheng
Title: Vice President

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 7th day of January, 2011.

GRANTOR

FIVE STAR FRAGRANCE COMPANY, INC.

By: _____
Name: Michael W. Katz
Title: President and Chief Executive Officer

GRANTEE

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent

By: _____
Name: Wai Y. Cheng
Title: Vice President