



SCHEDULE A

<u>MARK</u>	<u>REGISTRATION NUMBER/ APPLICATION NUMBER</u>	<u>REGISTRATION DATE/ APPLICATION DATE</u>
LUTECE (Stylized)	1,965,064	April 2, 1996
MISCELLANEOUS DESIGN	1,537,886	May 9, 1989
RAFFINEE	1,264,630	January 24, 1984
SANTA FE	3,261,462	July 10 2007
SANTA FE	1,509,782	October 25, 1988
SANTA FE Bottle Design	3,113,402	July 11, 2006
MISCELLANEOUS DESIGN	1,524,108	February 14, 1989
SANTA FE Design	2,871,305	August 10, 2004
SANTA FE Design	3,261,461	July 10, 2007

1770460.1

EXECUTION

GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, ALADDIN FRAGRANCES, 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.

1770469.1

TRADEMARK  
REEL: 004454 FRAME: 0169

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 27th  
day of January, 2011.

GRANTOR

ALADDIN FRAGRANCES, INC.

By: Michael W. Katz  
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

Grant of Security Agreement - Trademark (Aladdin)

TRADEMARK  
REEL: 004454 FRAME: 0171

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 31<sup>st</sup>

day of January, 2011.

GRANTOR

ALADDIN FRAGRANCES, 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

Grant of Security Agreement - Trademark (Aladdin)