Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (ex p. 6/30/2005

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):

Model Reorg Acquisition, LLC

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other: LLC
Citizenship (see guidelines) Delaware
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: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $90 —

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

8. Payment Information:

a. Credit Card Last 4 Numbers 5683
Expiration Date 10/12

b. Deposit Account Number ____
Authorized User Name: ____

9. Signature: Mercedes Farinas
Signature

1/10/11
Date

Mercedes Farinas
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

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 $90.00 341554

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SCHEDULE A

UNITED STATES

MARK	REGISTRATION NUMBER/ APPLICATION NUMBER	REGISTRATION DATE/ APPLICATION DATE
DELICIOUS	3,415,546	April 22, 2008
DELICIOUS FEELINGS	3,121,568	July 25, 2006
SO DELICIOUS	3,402,908	March 25, 2008

FOREIGN

COUNTRY	MARK	REGISTRATION NUMBER/ APPLICATION NUMBER	REGISTRATION DATE/ APPLICATION DATE
Australia	DELICIOUS FEELINGS	1239355	August 18, 2004
Canada	DELICIOUS	TMA742355	June 19, 2009
Canada	DELICIOUS FEELINGS	TMA775108	August 20, 2010
Canada	DELICIOUS TEMPTATION GALE HAYMAN BEVERLY HILLS	1,446,966	
Canada	SO DELICIOUS	TMA744235	July 29, 2009
CTM	DELICIOUS FEELINGS	4040184	
CTM	DELICIOUS TEMPTATION GALE HAYMAN BEVERLY HILLS	8471799	March 1, 2010
CTM	SO DELICIOUS	4040234	
Mexico	DELICIOUS	673732	
Mexico	DELICIOUS FEELINGS	890856	July 22, 2005
Mexico	SO DELICIOUS	890857	July 22, 2005

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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, MODEL REORG ACQUISITION, LLC, a Delaware limited liability company (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 7th day of January, 2011.

GRANTOR

MODEL REORG ACQUISITION, LLC

By PERFUMANIA HOLDINGS, INC.,
as sole member

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

MODEL REORG ACQUISITION, LLC

By PERFUMANIA HOLDINGS, INC.,
as sole member

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