

SCHEDULE A

UNITED STATES

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

FOREIGN

<u>COUNTRY</u>	<u>MARK</u>	<u>REGISTRATION NUMBER/ APPLICATION NUMBER</u>	<u>REGISTRATION DATE/ APPLICATION DATE</u>
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

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.

1776631.1

TRADEMARK
REEL: 004454 FRAME: 0175

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: 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 (Model)

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 31st
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

Grant of Security Agreement - Trademark (Model)