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):

Perfumania, Inc.

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

Citizenship (see guidelines) Florida

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: 14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 365 —

☒ 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: 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP $365.00 8512693

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SCHEDULE A

UNITED STATES

MARK	REGISTRATION NUMBER/ APPLICATION NUMBER	REGISTRATION DATE/ APPLICATION DATE
CLASS PERFUMES	2,822,934	March 16, 2004
JEROME MOMENTS	85/126932	September 10, 2010
JEROME PRIVEE (Stylized)	1,829,140	April 5, 1994
JEROME PRIVEE MOMENTS	3,877,184	November 16, 2010
JEROME PRIVEE POUR LA MAISON	3,477,185	July 29, 2008
MAGNIFIQUE (Stylized)	1,577,225	January 16, 1990
NATURE'S ELEMENTS	1,756,333	March 9, 1993
PERFUMANIA	1,664,568	November 12, 1991
PERFUMANIA AMERICA'S LEADING PERFUMERY CHAIN (Stylized)	3,783,440	May 4, 2010
PERFUMANIA PLUS	2,076,058	July 1, 1997
PERFUMANIA.COM	2,643,313	October 29, 2002
PINEAPPLE TROPICS	3,445,723	June 10, 2008
WHERE THE BEST COSTS LESS	1,874,926	January 17, 1995

STATE	MARK	REGISTRATION NUMBER/ APPLICATION NUMBER	REGISTRATION DATE/ APPLICATION DATE
Puerto Rico	PERFUMANIA	32,733	April 1, 1993

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FOREIGN

COUNTRY	MARK	REGISTRATION NUMBER/ APPLICATION NUMBER	REGISTRATION DATE/ APPLICATION DATE
Argentina	PERFUMANIA	n/a	April 30, 1993
Australia	PERFUMANIA	547208	December 11, 1990
Brazil	PERFUMANIA	816176469	September 1, 1992
Brazil	PERFUMANIA	818201070	April 22, 1997
Canada	PERFUMANIA	TMA637403	April 14, 2005
Canada	PERFUMANIA & DESIGN	TMA411123	April 16, 1993
Chile	PERFUMANIA	603838	September 24, 2001
Colombia	PERFUMANIA	164023	April 28, 1995
CTM	PERFUMANIA	2416923	
Ecuador	PERFUMANIA	1655	December 1, 1997
Germany	PERFUMANIA	DE2008263	January 16, 1992
Italy	PERFUMANIA	0967424	May 30, 2005
Japan	PERFUMANIA	3271870	March 12, 1997
Japan	PERFUMANIA	2482587	November 30, 1992
Mexico	PERFUMANIA	533614	October 9, 1996
Paraguay	PERFUMANIA	267403	April 28, 2004
Paraguay	PERFUMANIA	267403	April 28, 2004
United Kingdom	PERFUMANIA	2018191	March 1, 1996
United Kingdom	PERFUMANIA	1450051	October 8, 1993
Uruguay	PERFUMANIA	371853	December 16, 2006

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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, PERFUMANIA, INC., a Florida 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.

TRADEMARK
REEL: 004454 FRAME: 0182

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

PERFUMANIA, 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

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

GRANTOR

PERFUMANIA, 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