

TO: PARLUX FRAGRANCES, INC. COMPANY: 5900 NORTH ANDREWS AVENUE

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.102/24/2011  
900184903

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT										
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Entire interest and goodwill of trademark, "Decadence", registration number 1650537 was assigned to Regions Bank in error. previously recorded on Reel 003882 Frame 0801. Assignor(s) hereby confirms the Trademark Assignment From Parlux Fragrances, Inc. to Douglas Olsen and Philip Lindquist..										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Parlux Fragrances, Inc.</td> <td></td> <td>08/17/2001</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Parlux Fragrances, Inc.		08/17/2001	CORPORATION: DELAWARE
Name	Formerly	Execution Date	Entity Type								
Parlux Fragrances, Inc.		08/17/2001	CORPORATION: DELAWARE								
RECEIVING PARTY DATA											
Name:	OLSEN, DOUGLAS AND PHILIP LINDQUIST										
Street Address:	5141 Briston Court										
City:	Naples										
State/Country:	FLORIDA										
Postal Code:	34104										
Entity Type:	PARTNERSHIP: FLORIDA										
PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>1650537</td> <td>DECADENCE</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	1650537	DECADENCE		
Property Type	Number	Word Mark									
Registration Number:	1650537	DECADENCE									
CORRESPONDENCE DATA											
Fax Number:	(954)491-1187										
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone:	954-316-9008										
Email:	cramsay@parlux.com										
Correspondent Name:	Parlux Fragrances, Inc.										
Address Line 1:	5900 North Andrews Avenue										
Address Line 2:	Suite 500										
Address Line 4:	Fort Lauderdale, FLORIDA 33309										
NAME OF SUBMITTER:	Raymond J. Balsys, CFO										
Signature:	/s/ Raymond J. Balsys,										

OP \$40.00 1650537

700460112

TRADEMARK  
REEL: 004516 FRAME: 0639

TO: PARLUX FRAGRANCES, INC. COMPANY: 5900 NORTH ANDREWS AVENUE

Date:

02/24/2011

**Total Attachments: 4**

source=REGIONSBK PayoffLtr Feb162010#page1.tif  
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STATE OF FLORIDA  
COUNTY OF BROWARD

**AFFIDAVIT**

On this 29<sup>th</sup> day of March, 2011, I attest that the information below are true, exact, complete, and unaltered copies made by me of:

1. **PARLUX FRAGRANCES, INC.** ("Assignor") conveyed to **REGIONS BANK** ("Assignee") a Patent and Trademark Security Agreement therein including a list of design patents and trademarks owned by the Assignor, as security interest, and recorded on reel/frame 3882/0801 on 11/04/2008;

2. On April 10, 2009, Philip M. Hanaka, Esq. of Angelo & Banta, P.A. Attorneys at Law, submitted to the Assignee, **REGIONS BANK**, a United States Patent and Trademark Office "Corrected Notice" dated March 30, 2009, whereby said document was a Corrected Notice of Recordation dated November 4, 2008, under reel/frame: 003882/0801 in connection with the original loan to **PARLUX FRAGRANCES, INC.** from **REGIONS BANK**. Said Corrected Notice of Recordation of November 4, 2008, covered the following trademarks: HYPNOTIC, LIMOUSINE, FLETCHER 2100, and VOULEZ VOUS?

3. On the same Corrected Notice of Recordation dated November 4, 2008, under reel/frame: 003882/0801, no correction was shown nor recorded as to the trademark, "**DECADENCE**" Serial # 74087638, Registration 1650537, which is shown on Reel/frame 2374/0856 as assigned for the entire interest from **PARLUX FRAGRANCES, INC.** to Olsen, Douglas and Philip Lindquist, as recorded on 08/20/2001. Thus, **DECADENCE** is shown in error as being part of the Security Interest of **REGIONS BANK**, as shown on Reel/Frame 3882/0801.

4. Same is to be true of the trademark "FLETCHER 2100" which is an error as this trademark never belonged to **PARLUX FRAGRANCES, INC.** and the Abstract of Title should revert to the original owner.

5. In a most recent Corrective Assignment, dated 02/24/2011, the attached Payoff Confirmation Letter to **PARLUX FRAGRANCES, INC.** of 02/16/2010, clearly states that **PARLUX FRAGRANCES, INC.** and **REGIONS BANK** have fully and completely terminated the Loan and Security Agreement, copy of which was attached.

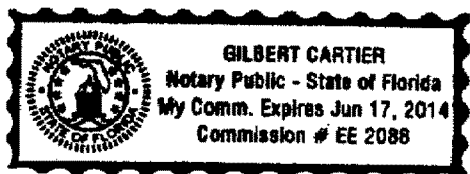
6. We hereby request that the United States Patent and Trademark Office revert and/or reassigns trademark "**DECADENCE**" Serial # 74087638, Registration 1650537 to its rightful owners being, Messrs. Douglas Olsen and Philip Lindquist, 5141 Brixton Court, Naples, Florida 34104, with correspondence going to Carole Ramsay, Paralegal, 5900 N. Andrews Avenue, Fort Lauderdale, Florida, 33309.

Accepted on this 29 day of March, 2011

REGIONS BANK

Per D. Musciano  
Darlène Musciano  
Commercial Banking Associate  
100 S.E. Third Avenue, 17th Floor  
Fort Lauderdale, FL 33394  
Bus.: 954-769-5858

Sworn to and subscribed before me on this 29<sup>th</sup> day of MARCH, 2011, by Gilbert Cartier, having shown an original and current Florida Driver's License, # \_\_\_\_\_, or personally known to me.



[Signature]  
GILBERT CARTIER, Bonded Florida Notary Public

TO: PARLUX FRAGRANCES, INC. COMPANY: 5900 NORTH ANDREWS AVENUE

**PAYOFF CONFIRMATION LETTER**

February 16, 2010

Parlux Fragrances, Inc.  
Parlux Ltd.  
5900 North Andrews Avenue  
Suite 500  
Fort Lauderdale, FL 33309  
Attn: Raymond J. Balsys, CFO

Re: Termination of Credit Facility

Ladies and Gentlemen:

Reference is made to that certain Loan and Security Agreement dated as of July 22, 2008 (as has been amended, restated, supplemented or otherwise modified up to the date hereof, the "Loan Agreement"), by and among Parlux Fragrances, Inc., a Delaware corporation, and Parlux Ltd., a New York corporation (collectively, the "Borrower"), and Regions Bank, an Alabama banking corporation (the "Bank"). Capitalized terms used herein and not otherwise defined herein shall have the meanings given such terms in the Loan Agreement.

Borrower has informed Bank that Borrower will terminate the Loan Agreement on February 16, 2010 (the "Termination Date"), and will satisfy in full all loans and other non-contingent obligations of Borrower to Bank outstanding on the Termination Date (but excluding any future amounts owing by Borrower to Bank in connection with Bank's provision of any services or bank products, including, without limitation, ACH (as defined below) transfers) (collectively, the "Absolute Obligations"), including, but not limited to, all principal, interest, legal fees, and other charges outstanding or payable under the Loan Agreement. Borrower has advised Bank that satisfaction of the Absolute Obligations will be effected by a deduction of immediately available funds from Borrower's operating account at Bank in an amount sufficient to satisfy the full amount of the Absolute Obligations (as calculated below, the "Payoff Amount") on the Termination Date.

Please be advised that the Payoff Amount on the Termination Date consists of the following, assuming (a) no additional loans or borrowings are made pursuant to the Loan Agreement, (b) no change in the interest rate or fees on or after the date of this letter, and (c) the full remittance, in the manner prescribed below, of the Payoff Amount on or prior to 5:00 p.m. (Fort Lauderdale, Florida, time) on the Termination Date:

1.	Principal Balance	\$ 1,080,612.00
2.	Accrued Interest	\$ 4,607.24
3.	Legal Fees and Expenses	\$ 3,500.00
	<b>TOTAL PAYOFF AMOUNT</b>	<b>\$ 1,088,719.24</b>

AR-2410075v3

TO: PARLUX FRAGRANCES, INC. COMPANY: 5900 NORTH ANDREWS AVENUE

Borrower hereby authorizes Bank to deduct \$1,088,719.24 from Borrower's operating account No. 0097494852 at Bank on the Termination Date without further notice to Borrower, which amount represents the total Payoff Amount as set forth above.

Effective upon (a) receipt by Bank of an executed copy of this letter by all the parties hereto, and

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such other actions, with respect to the termination or release of any financing statements, mortgages, fixture financing statements, and other notices of security interests and liens, including under the UCC or other applicable law, previously filed by or on behalf of Bank with respect to any of the assets of Borrower or any of the guarantors in connection with the Loan Agreement;

(iii) Borrower shall reimburse and pay to Bank, promptly (but in any event within three (3) days) after Bank's demand therefore, in immediately available funds, (A) the amount of any Check received by Bank from Borrower or Borrower's account debtors which Bank credited to any of Borrower's accounts and which is subsequently dishonored, returned, rescinded, retracted, or otherwise undone, together with any bank charges and other reasonable costs incurred by Bank that arise as a result of the same and (B) any and all losses, liabilities, charges, expenses, costs, and fees which Bank has incurred or may now or hereafter incur in connection with the termination of the Loan Agreement and all other losses, liabilities, charges, expenses, costs, and fees which Borrower is or would have been required to bear pursuant to the Loan Agreement or other applicable Loan Documents or which Bank has incurred as a result of errors in calculation of any amounts due to Bank by Borrower with respect to the Obligations or otherwise under the Loan Agreement or other Loan Documents; and

(iv) Bank may, from time to time, set off against any funds on deposit in any deposit account maintained by Borrower at Bank for purposes of paying the obligations and liabilities of Borrower described or arising herein and any other obligations which Borrower may owe to Bank.

By executing this letter, Borrower hereby releases and forever discharges Bank and its officers, directors, attorneys, agents, employees, successors, and assigns, from all liabilities, claims, demands, actions, or causes of action of any kind, whether absolute or contingent, due or to become due, disputed or undisputed, liquidated or unliquidated, at law or in equity, or known or unknown, that Borrower now has or, prior to the date hereof, ever has had against Bank, whether arising under or in connection with the Loan Agreement, the other Loan Documents, or otherwise.

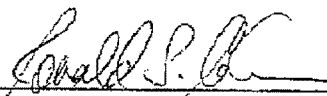
When executed and delivered by Borrower, this letter shall constitute an agreement made in, and governed by the internal laws of, the State of Florida; shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; may not be amended except by written agreement of the parties; expresses the entire understanding of the parties with respect to the subject matter hereof; and may be executed in one or more counterparts, each of which shall constitute an original but all of which taken together shall be one and the same agreement. Any signature delivered by a party by facsimile transmission or electronic mail shall be deemed to be an original signature hereto.

[Remainder of page intentionally left blank.]

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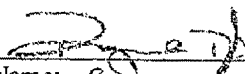
Very truly yours,

REGIONS BANK


By:   
Name: Ronald S. Cohn  
Title: Senior Vice President

The foregoing is acknowledged,  
accepted, and agreed to as of the  
16<sup>th</sup> day of February, 2010:

PARLUX FRAGRANCES, INC., a  
Delaware corporation

By:   
Name: Raymond Bausys  
Title: CFO

PARLUX LTD., a New York Corporation

By:   
Name: Raymond Bausys  
Title: CFO

ATT-2#10075v3