

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Assignment of Intellectual Property	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Preferred Fragrance Inc.		10/12/2011	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Fragrance Acquisitions, LLC		
Street Address:	52 Vanderbilt Avenue, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77486477	D'SAME	
Serial Number:	77614095	YES WE CAN	
CORRESPONDENCE DATA			
Fax Number:	(212)836-8689		
Phone:	212-836-7999		
Email:	stobias@kayescholer.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Stanley Tobias, Legal Assistant		
Address Line 1:	c/o Kaye Scholer LLP, 425 Park Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	62392/0007		
NAME OF SUBMITTER:	Stanley Tobias		
Signature:	/s/ Stanley Tobias		

CH \$65.00 77486477

900204516

**TRADEMARK
 REEL: 004640 FRAME: 0875**

Date:

10/13/2011

Total Attachments: 5

source=Assignment of Intellectual Property EXECUTED#page1.tif

source=Assignment of Intellectual Property EXECUTED#page2.tif

source=Assignment of Intellectual Property EXECUTED#page3.tif

source=Assignment of Intellectual Property EXECUTED#page4.tif

source=Assignment of Intellectual Property EXECUTED#page5.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY

ASSIGNMENT OF INTELLECTUAL PROPERTY (this "**Assignment**"), dated as of October 12, 2011, by and between Preferred Fragrance Inc., a New York corporation (the "**Company**"), and Fragrance Acquisitions, LLC, a Delaware limited liability company (the "**Purchaser**"). Capitalized terms used but not defined herein have the meanings set forth in the Asset Purchase Agreement (as defined below).

R E C I T A L S

A. Pursuant to that certain Asset Purchase Agreement dated as of October 12, 2011 (the "**Asset Purchase Agreement**"), among Fragrance Holdings, LLC, a Delaware limited liability company, the Purchaser, the Company and the individuals listed on the signature pages thereto, the Company agreed to sell to the Purchaser and the Purchaser agreed to accept from the Company certain intangible assets owned by the Company and used in the Business.

B. The parties desire to reflect, by the execution and delivery of this Assignment, the assignment and transfer by the Company and the acceptance by the Purchaser of such intangible assets, and have the assignment of registered intellectual property recorded with the United States Patent and Trademark Office.

C. This Assignment is being delivered pursuant to the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Assignment of Intellectual Property.** Effective as of October 11, 2011, (a) the Company hereby sells, transfers, assigns, conveys and delivers to the Purchaser, and (b) the Purchaser hereby accepts from the Company, all of the Company's right, title and interest in, to and under, together with the goodwill and other intangible assets associated with the Business, both the Registered Intellectual Property set forth in **Exhibit A** and the Non-Registered Intellectual Property (collectively, the "**Intellectual Property**"). Notwithstanding the generality of the foregoing, effective as of October 11, 2011, the Company conveys and delivers the Intellectual Property, goodwill and other intangible assets associated with the Business assigned hereunder in accordance with Section 2.1(a) of the Asset Purchase Agreement.

2. **Recordation of Assignment.** The Company hereby requests and authorizes the United States Patent and Trademark Office to record the Purchaser as the owner of the Registered Intellectual Property set forth on **Exhibit A**, to be in the name of the Purchaser as assignee thereof and to issue all registrations for said Registered Intellectual Property, for the sole use of the Purchaser in accordance with the terms of this Assignment.

3. **Asset Purchase Agreement.** This Assignment is executed and delivered pursuant to the Asset Purchase Agreement and in all respects is subject to the covenants, representations, warranties and other provisions thereof. Nothing in this Assignment, express or implied, is

intended to or shall be construed to modify, expand or limit in any way the terms of the Asset Purchase Agreement. In the event of any conflict between the provisions of this Assignment and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern.

4. Miscellaneous.

(a) Further Assurances. Each of the Company and the Purchaser, for itself and its successors and assigns, covenants with the other party and its successors and assigns, that at any time or from the time after the date hereof, the Company and the Purchaser shall, without further consideration, execute and deliver such other documents or instruments and shall take such other action as the Company or the Purchaser may reasonably request in order to give effect to the intents and purposes contemplated by this Assignment.

(b) Successors and Assigns; Benefit and Binding Effect. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

(c) Governing Law. This Assignment shall be governed by, and construed in accordance with the laws of the State of New York, regardless of the applicable principles of conflicts of law thereof.

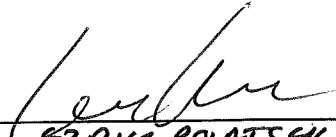
(d) Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or by PDF file shall be as effective as delivery of a manually executed counterpart of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be duly executed by its duly authorized representative as of the day and year first written above.

COMPANY:

PREFERRED FRAGRANCE INC.

By: 
Name: ERIC POLATSEK
Title: PRESIDENT

PURCHASER:

FRAGRANCE ACQUISITIONS, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be duly executed by its duly authorized representative as of the day and year first written above.

COMPANY:

PREFERRED FRAGRANCE INC.

By: _____
Name:
Title:

PURCHASER:

FRAGRANCE ACQUISITIONS, LLC

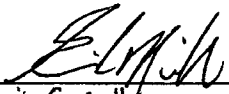
By:  _____
Name: Erik S. Miller
Title: Vice President and Secretary

EXHIBIT A

REGISTERED INTELLECTUAL PROPERTY

<u>Category</u>	<u>Description</u>	<u>Owner</u>	<u>Jurisdiction</u>	<u>Application No.</u>
Trademark	D'SAME (STANDARD CHARACTER MARK)	Preferred Fragrance Inc.	USPTO	Intent to Use Application No. 77486477
Trademark	YES WE CAN(STANDARD CHARACTER MARK)	Preferred Fragrance Inc.	USPTO	Intent to Use Application No. 77614095