

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Parfums De Coeur, Ltd.		08/31/2012	CORPORATION: CONNECTICUT

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	201 Merritt 7
Internal Address:	6th Floor
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	3997878	2 HOT
Registration Number:	1885771	A LITTLE SEXY
Registration Number:	1066536	BABE
Registration Number:	2398731	BOD
Registration Number:	2571581	BOD MAN
Registration Number:	2104321	BODY FANTASIES
Registration Number:	3680492	CELEBRITY IMPOSTERS
Registration Number:	1678197	DESIGNER IMPOSTERS
Registration Number:	4199276	FIREWORKS
Registration Number:	2173799	FRESH & PRETTY
Registration Number:	2246266	FRESH WHITE MUSK FANTASY
Registration Number:	3690270	GAME CHANGER
Registration Number:	3349300	HIS SEXIEST MUSKS

CH \$815.00 3997878

Registration Number:	2203342	JUICE BAR
Registration Number:	1790042	MALIBU MUSK
Registration Number:	1848942	MAN'S WORLD
Registration Number:	1240781	NINJA
Registration Number:	1653415	PARFUMS DE COEUR
Registration Number:	1652860	PRIMO!
Registration Number:	0334867	PRINCE MATCHABELLI
Registration Number:	2504799	REALLY RIPPED ABS
Registration Number:	3811520	SEXIEST FANTASIES
Registration Number:	3349301	SEXIEST MUSKS
Registration Number:	4199277	SLOW DANCE
Registration Number:	0779613	VERVE
Registration Number:	1908060	WIND SONG
Serial Number:	85664124	AVIANCE
Serial Number:	85664121	I WANT YOUR BOD
Serial Number:	77314208	KING
Serial Number:	85664214	
Serial Number:	85664110	SKIN MUSK
Serial Number:	85664147	WANNA PLAY?

CORRESPONDENCE DATA

Fax Number: 3129939767
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-993-2622
Email: gayle.grocke@lw.com
Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP
Address Line 1: 233 S. Wacker Drive
Address Line 2: Suite 5800
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	025646-0639
NAME OF SUBMITTER:	Gayle D. Grocke
Signature:	/gdg/
Date:	09/10/2012

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2012, is made by PARFUMS DE COEUR, LTD., a Connecticut corporation (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders, the L/C Issuers (each as defined in the Credit Agreement referred to below), and itself as a Lender, and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of August 31, 2012 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement") among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties from time to time party thereto, the Agent and the Lenders and the L/C Issuers from time to time party thereto, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") in favor of the Agent, to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall have full and complete responsibility for the prosecution, defense, enforcement or any other action in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PARFUMS DE COEUR, LTD., as Grantor

By: James Stammer

Name: James Stammer

Title: President

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC
CAPITAL CORPORATION, as Agent

By: _____

Name: _____

Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PARFUMS DE COEUR, LTD., as Grantor

By: _____

Name: _____

Title: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC
CAPITAL CORPORATION, as Agent

By:  _____

Name: Sobia Khaliq

Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
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SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trademark	Country	Registration/App. #	Registration Date	Reg. Status	Owner
BOD Man	Argentina	3173288		Pending	Parfums de Coeur, Ltd.
Body Fantasies	Argentina	3173289		Pending	Parfums de Coeur, Ltd.
Designer Imposters	Argentina	3173290		Pending	Parfums de Coeur, Ltd.
BOD Man	Australia			Pending	Parfums de Coeur, Ltd.
Body Fantasies	Australia			Pending	Parfums de Coeur, Ltd.
Designer Imposters	Australia	A605935(3)	June 30, 1993	Active	Parfums de Coeur, Ltd.
Parfums de Coeur	Australia	A540758	August 24, 1990	Active	Parfums de Coeur, Ltd.
Turmoil	Australia	A469287	July 21, 1987	Active	Parfums de Coeur, Ltd.
BOD Man	Bahrain	85388		Pending	Parfums de Coeur, Ltd.
Body Fantasies	Bahrain	85389		Pending	Parfums de Coeur, Ltd.
Designer Imposters	Bahrain	85390		Pending	Parfums de Coeur, Ltd.
Parfums de Coeur	Bahrain	85387		Pending	Parfums de Coeur, Ltd.
Parfums de Coeur	Brazil	816540497	July 6, 1993	Active	Parfums de Coeur, Ltd.
BOD Man	Brazil			Pending	Parfums de Coeur, Ltd.
Body Fantasies	Brazil	831196343		Pending	Parfums de Coeur, Ltd.
Designer Imposters	Brazil			Pending	Parfums de Coeur, Ltd.
Sexiest Fantasies	Brazil	831196351		Pending	Parfums de Coeur, Ltd.
BOD Man	Canada	TMA776848	September 13, 2010	Active	Parfums de Coeur, Ltd.
Body Fantasies	Canada	TMA688676	May 31, 2007	Active	Parfums de Coeur, Ltd.
Confess	Canada	TMA327658	May 15, 1987	Active	Parfums de Coeur, Ltd.
Ninja	Canada	TMA287592	February 3, 1984	Active	Parfums de Coeur, Ltd.
Primo	Canada	TMA327794	May 22, 1987	Active	Parfums de Coeur, Ltd.

Skin	Canada	TMA461104	August 9, 1996	Active	Parfums de Coeur, Ltd.
BOD Man	China			Pending	Parfums de Coeur, Ltd.
Body Fantasies	China			Pending	Parfums de Coeur, Ltd.
Sexiest Fantasies	China			Pending	Parfums de Coeur, Ltd.
BOD Man	Colombia			To be filed	Parfums de Coeur, Ltd.
Body Fantasies	Colombia			To be filed	Parfums de Coeur, Ltd.
Designer Imposters	Colombia			To be filed	Parfums de Coeur, Ltd.
Parfums de Coeur	Colombia			To be filed	Parfums de Coeur, Ltd.
Sexiest Fantasies	Colombia			To be filed	Parfums de Coeur, Ltd.
BOD Man	Egypt	259191		Pending	Parfums de Coeur, Ltd.
Body Fantasies	Egypt	259192		Pending	Parfums de Coeur, Ltd.
Designer Imposters (stylized)	Egypt	259193		Pending	Parfums de Coeur, Ltd.
Parfums de Coeur (logo)	Egypt	259190		Pending	Parfums de Coeur, Ltd.
BOD Man	EU	10069698	June 22, 2011	Active	Parfums de Coeur, Ltd.
Body Fantasies	EU	10069714	June 22, 2011	Active	Parfums de Coeur, Ltd.
Designer Imposters	EU	10069748	June 22, 2011	Active	Parfums de Coeur, Ltd.
Parfums de Coeur	EU	10069681	June 22, 2011	Active	Parfums de Coeur, Ltd.
BOD Man	Guatemala			To be filed	Parfums de Coeur, Ltd.
Body Fantasies	Guatemala			To be filed	Parfums de Coeur, Ltd.
Parfums de Coeur	Guatemala			To be filed	Parfums de Coeur, Ltd.
Sexiest Fantasies	Guatemala			To be filed	Parfums de Coeur, Ltd.
BOD Man	India			Pending	Parfums de Coeur, Ltd.
Body Fantasies	India			Pending	Parfums de Coeur, Ltd.
Designer Imposters	India			Pending	Parfums de Coeur, Ltd.
Parfums de Coeur	India			Pending	Parfums de Coeur, Ltd.
Body Fantasies	Indonesia	D00.2012.031727		Pending	Parfums de Coeur, Ltd.

Sexiest Fantasies	Indonesia	D00.2012.031728		Pending	Parfums de Coeur, Ltd.
Parfums de Coeur	Indonesia	D00.2012.031725		Pending	Parfums de Coeur, Ltd.
BOD Man	Japan	5442231	September 30, 2011	Active	Parfums de Coeur, Ltd.
Body Fantasies	Japan	5330796	June 18, 2010	Active	Parfums de Coeur, Ltd.
Parfums de Coeur	Japan	5368349	November 12, 2010	Active	Parfums de Coeur, Ltd.
Sexiest Fantasies	Japan	5330797	June 18, 2010	Active	Parfums de Coeur, Ltd.
BOD Man	Jordan	118055		Pending	Parfums de Coeur, Ltd.
Body Fantasies	Jordan	118056		Pending	Parfums de Coeur, Ltd.
BOD Man	Korea			Pending	Parfums de Coeur, Ltd.
Body Fantasies	Korea			Pending	Parfums de Coeur, Ltd.
Designer Imposters	Korea	40-2012-0039795		Pending	Parfums de Coeur, Ltd.
BOD Man	Kuwait	119296		Pending	Parfums de Coeur, Ltd.
Body Fantasies	Kuwait	119297		Pending	Parfums de Coeur, Ltd.
Designer Imposters	Kuwait	119298		Pending	Parfums de Coeur, Ltd.
Parfums de Coeur	Kuwait	119295		Pending	Parfums de Coeur, Ltd.
BOD Man	Lebanon	133856	February 25, 2011	Active	Parfums de Coeur, Ltd.
Body Fantasies	Lebanon	133851	February 25, 2011	Active	Parfums de Coeur, Ltd.
Designer Imposters	Lebanon	133852	February 25, 2011	Active	Parfums de Coeur, Ltd.
Parfums de Coeur	Lebanon	133855	February 25, 2011	Active	Parfums de Coeur, Ltd.
BOD Man	Mexico	893349	May 27, 2005	Active	Parfums de Coeur, Ltd.
Body Fantasies	Mexico	1278963		Pending	Parfums de Coeur, Ltd.
Designer Imposters	Mexico	1278965		Pending	Parfums de Coeur, Ltd.
Sexiest Fantasies	Mexico	1278961		Pending	Parfums de Coeur, Ltd.
Skin	Mexico	436703	March 12, 1993	Active	Parfums de Coeur, Ltd.
BOD Man	Nigeria	RTM 86131	April 29, 2009	Active	Parfums de Coeur, Ltd.
Body Fantasies	Nigeria	RTM 69366	September 7, 2005	Active	Parfums de Coeur, Ltd.

Designer Imposters	Nigeria	RTM 69364	September 7, 2005	Active	Parfums de Coeur, Ltd.
Parfums de Coeur	Nigeria	RTM 69365	September 7, 2005	Active	Parfums de Coeur, Ltd.
BOD Man	Oman	67826		Pending	Parfums de Coeur, Ltd.
Body Fantasies	Oman	67828		Pending	Parfums de Coeur, Ltd.
Designer Imposters	Oman	67827		Pending	Parfums de Coeur, Ltd.
BOD Man	Paraguay	241568	November 14, 2001	Active	Parfums de Coeur, Ltd.
Body Fantasies	Paraguay	242363	November 30, 2001	Active	Parfums de Coeur, Ltd.
Parfums de Coeur	Paraguay	246453	May 7, 2002	Active	Parfums de Coeur, Ltd.
BOD Man	Qatar	67402		Pending	Parfums de Coeur, Ltd.
Body Fantasies	Qatar	67403		Pending	Parfums de Coeur, Ltd.
Designer Imposters	Qatar	67404		Pending	Parfums de Coeur, Ltd.
Parfums de Coeur	Qatar	67401		Pending	Parfums de Coeur, Ltd.
BOD Man	Russian Federation	460122	June 22, 2011	Active	Parfums de Coeur, Ltd.
Body Fantasies	Russian Federation	463720	June 22, 2011	Active	Parfums de Coeur, Ltd.
Designer Imposters	Russian Federation	2011719762		Pending	Parfums de Coeur, Ltd.
BOD Man	Saudi Arabia	165371		Pending	Parfums de Coeur, Ltd.
Body Fantasies	Saudi Arabia	912/46	April 26, 2007	Active	Parfums de Coeur, Ltd.
Designer Imposters	Saudi Arabia	165372		Pending	Parfums de Coeur, Ltd.
Parfums de Coeur	Saudi Arabia	165369		Pending	Parfums de Coeur, Ltd.
Sensual Fantasies	Saudi Arabia	165370		Pending	Parfums de Coeur, Ltd.
BOD Man	South Africa	2005/08926	May 6, 2005	Active	Parfums de Coeur, Ltd.
BOD Man	Taiwan	101029438		Pending	Parfums de Coeur, Ltd.
Body Fantasies	Taiwan			To be assigned to PDC	Parfums de Coeur, Ltd.
Designer Imposters	Taiwan	101029436		Pending	Parfums de Coeur, Ltd.
Sexiest Fantasies	Taiwan			To be assigned to PDC	Parfums de Coeur, Ltd.
Parfums de Coeur	Taiwan	101029439		Pending	Parfums de Coeur, Ltd.

BOD Man	UAE	154413	April 12, 2009	Active	Parfums de Coeur, Ltd.
Body Fantasies	UAE	61654	July 23, 2006	Active	Parfums de Coeur, Ltd.
Designer Imposters	UAE	154414	April 12, 2009	Active	Parfums de Coeur, Ltd.
Parfums de Coeur	UAE	154412	April 12, 2009	Active	Parfums de Coeur, Ltd.
Sensual Fantasies	UAE	153675		Pending	Parfums de Coeur, Ltd.
BOD Man	United Kingdom	2392537	May 23, 2005	Active	Parfums de Coeur, Ltd.
BOD Man	Uruguay	437385		Pending	Parfums de Coeur, Ltd.
Body Fantasies (logo)	Uruguay	437383		Pending	Parfums de Coeur, Ltd.
Designer Imposters	Uruguay	437774		Pending	Parfums de Coeur, Ltd.
Parfums de Coeur	Uruguay	437384		Pending	Parfums de Coeur, Ltd.
2 Hot	USA	3997878	July 19, 2011	Active	Parfums de Coeur, Ltd.
A Little Sexy	USA	1885771	March 28, 1995	Active	Parfums de Coeur, Ltd.
Aviance	USA	85664124		Pending	Parfums de Coeur, Ltd.
Babe (wordmark)	USA	1066536	May 31, 1977	Active	Parfums de Coeur, Ltd.
BOD	USA	2398731	October 24, 2000	Active	Parfums de Coeur, Ltd.
BOD Man	USA	2571581	May 21, 2002	Active	Parfums de Coeur, Ltd.
Body Fantasies	USA	2104321	October 7, 1997	Active	Parfums de Coeur, Ltd.
Celebrity Imposters	USA	3680492	September 8, 2009	Active	Parfums de Coeur, Ltd.
Designer Imposters	USA	1678197	March 10, 1992	Active	Parfums de Coeur, Ltd.
Fireworks	USA	4199276	August 28, 2012	Active	Parfums de Coeur, Ltd.
Fresh & Pretty	USA	2173799	July 14, 1998	Active	Parfums de Coeur, Ltd.
Fresh White Musk Fantasy	USA	2246266	May 18, 1999	Active	Parfums de Coeur, Ltd.
Game Changer	USA	3690270	September 29, 2009	Active	Parfums de Coeur, Ltd.
His Sexiest Musks	USA	3349300	December 4, 2007	Active	Parfums de Coeur, Ltd.
I Want Your Bod	USA	85664121		Pending	Parfums de Coeur, Ltd.
Juice Bar	USA	2203342	November 10, 1998	Active	Parfums de Coeur, Ltd.
King	USA	77/314208	October 26, 2007	Active	Parfums de Coeur, Ltd.
Lightning Bolt Image	USA	85664214		Pending	Parfums de Coeur, Ltd.

Malibu Musk	USA	1790042	August 31, 1993	Active	Parfums de Coeur, Ltd.
Man's World	USA	1848942	August 9, 1994	Active	Parfums de Coeur, Ltd.
Ninja	USA	1240781	June 7, 1983	Active	Parfums de Coeur, Ltd.
Parfums de Coeur	USA	1653415	August 13, 1991	Active	Parfums de Coeur, Ltd.
Primo!	USA	1652860	August 6, 1991	Active	Parfums de Coeur, Ltd.
Prince Matchabelli	USA	334867	May 19, 1936	Active	Parfums de Coeur, Ltd.
Really Ripped Abs	USA	2504799	November 6, 2001	Active	Parfums de Coeur, Ltd.
Sexiest Fantasies	USA	3811520	June 29, 2010	Active	Parfums de Coeur, Ltd.
Sexiest Musks	USA	3349301	December 4, 2007	Active	Parfums de Coeur, Ltd.
Sizzla	USA	85503060		Active - Intent to Use	Parfums de Coeur, Ltd.
Skin Musk	USA	85664110		Pending	Parfums de Coeur, Ltd.
Slow Dance	USA	4199277	August 28, 2012	Active	Parfums de Coeur, Ltd.
Verve	USA	0779613	November 3, 1964	Active	Parfums de Coeur, Ltd.
Wanna Play?	USA	85664147		Pending	Parfums de Coeur, Ltd.
Wind Song	USA	1908060	August 1, 1995	Active	Parfums de Coeur, Ltd.
You & Me	USA	85601804		Active - Intent to Use	Parfums de Coeur, Ltd.
You! Me! Dancing!	USA	85602706		Active - Intent to Use	Parfums de Coeur, Ltd.
BOD Man	Venezuela	013405/2010		Pending	Parfums de Coeur, Ltd.
Body Fantasies	Venezuela	013408/2010		Pending	Parfums de Coeur, Ltd.
Designer Imposters	Venezuela	013406/2010		Pending	Parfums de Coeur, Ltd.
Parfums de Coeur	Venezuela	013407/2010		Pending	Parfums de Coeur, Ltd.
Primo	Venezuela	19426-92		Pending	Parfums de Coeur, Ltd.
BOD Man	Yemen	55259		Pending	Parfums de Coeur, Ltd.
Body Fantasies	Yemen	55260		Pending	Parfums de Coeur, Ltd.
Designer Imposters	Yemen	55262		Pending	Parfums de Coeur, Ltd.
Parfums de Coeur	Yemen	55261		Pending	Parfums de Coeur, Ltd.