

## 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
Platinum Brands, Inc.		05/29/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	A.V. Brands, Inc.		
Street Address:	509 S. Exeter Street		
Internal Address:	suite 340		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21202		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3129171	VOGA	
Registration Number:	3656004	QUATTRO VOGA ITALIA	
Serial Number:	85414375	VOGA ITALIA	
CORRESPONDENCE DATA			
Fax Number:	7326328760		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	732 632-6060		
Email:	prcarey@buchmanlaw.com		
Correspondent Name:	Paulette R. Carey		
Address Line 1:	510 Thornall Street		
Address Line 2:	suite 200		
Address Line 4:	Edison, NEW JERSEY 08837		
NAME OF SUBMITTER:	Paulette R. Carey		

Signature:	/Paulette R. Carey/
Date:	06/05/2013
Total Attachments: 5 source=Scanned from a Xerox multifunction device#page1.tif source=Scanned from a Xerox multifunction device#page2.tif source=Scanned from a Xerox multifunction device#page3.tif source=Scanned from a Xerox multifunction device#page4.tif source=Scanned from a Xerox multifunction device#page5.tif	

GRANT OF  
SECURITY INTEREST TRADEMARK

This GRANT OF SECURITY INTEREST IN TRADEMARK (this "Agreement") is entered into effective as of May 29, 2013, by and between:

1. A.V. BRANDS, INC., a Delaware Corporation  
509 S. Exeter Street, Suite 340  
Baltimore, MD 21202  
(hereinafter "Grantee");

And

2. PLATINUM BRANDS, INC., a Delaware Corporation  
201 West Padonia Road, Suite 102  
Timonium, MD 21093  
(hereinafter "Grantor")

RECITALS

(A) Pursuant to that certain Settlement and Termination Agreement (the "Platinum Settlement Agreement") with an effective date of December 31, 2012, by and among the Grantor and the Grantee, among other parties, the Grantor has agreed to pay certain funds to Grantee and to grant a security interest to the Grantee in certain of Grantor's Trademarks (as defined below);

(B) Pursuant to that certain Settlement and Termination Agreement (the "ENO Settlement Agreement") with an effective date of December 31, 2012, by and between the Grantee and ENOITALIA S.p.A., an Italian corporation ("ENO"), ENO has agreed to pay certain funds to Grantee and Grantor has agreed to grant a security interest to the Grantee in certain of Grantor's Trademarks to secure the Termination Fee owed by ENO pursuant to the ENO Settlement Agreement;

(C) In connection with the Platinum Settlement Agreement, Grantor has executed a Promissory Note dated December 31, 2012, in favor of Grantee ("Platinum Promissory Note"), which reflects the payment of the Termination Fee by Grantor to Grantee; and

(D) In connection with the ENO Settlement Agreement, ENO has executed a Promissory Note dated December 31, 2012, in favor of Grantee ("ENO Promissory Note"), which reflects the payment of the Termination Fee by ENO to Grantee; and

(E) In connection with the Platinum Settlement Agreement, ENO Settlement Agreement, Platinum Promissory Note and ENO Promissory Note, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Grantor agrees as follows:

SECTION 1. Definition. Unless otherwise defined or provided for herein, terms used in this Agreement have the meanings provided, or provided by reference in, the Platinum Settlement Agreement.

SECTION 2. Grant of Security Interest. Subject to the terms and conditions of the Platinum Settlement Agreement, ENO Settlement Agreement, Platinum Promissory Note and ENO Promissory Note, the Grantor hereby grants to and creates in favor of the Grantee for the benefit of the Grantee, a security interest in and to certain of Grantor's United States trademarks ("Trademarks") as listed on Schedule A attached hereto (collectively, the "Collateral"). Grantor hereby represents and warrants to Grantee that: (i) Grantor is the registered owner of the Trademarks; (ii) Grantor has the authority to grant to Grantee the security interest contained herein; and (iii) as of the date of this Agreement, there are no liens or encumbrances on the Collateral and Grantor shall not otherwise encumber the Collateral following the date of this Agreement (except as provided in this Agreement). Grantor hereby agrees that AVB shall have the right to perfect its security interest in the United States "VOGA" trademarks, including, without limitation, filing the Grant of Security Interest with the United States Patent and Trademark Office and filing a UCC-1 statement in Delaware and any other appropriate jurisdiction.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Grantee for the benefit of the Grantee in connection with the Platinum Settlement Agreement, ENO Settlement Agreement, Platinum Promissory Note and ENO Promissory Note and is expressly subject to the terms and conditions thereof. Grantee shall only be entitled to exercise all rights and remedies hereunder and under applicable law as a secured creditor of Grantor upon the occurrence of a Default as defined in the Platinum Promissory Note or ENO Promissory Note. Notwithstanding the preceding to the contrary, in the event of a Default under the ENO Promissory Note, Grantor shall have no liability to Grantee except that Grantee shall be entitled to exercise its rights under this Agreement and any rights it may have against ENO under the the ENO Promissory Note. The Platinum Settlement Agreement, ENO Settlement Agreement, Platinum Promissory Note and ENO Promissory Note (and all rights and remedies of the parties thereto) shall remain in full force and effect in accordance with their terms.

SECTION 4. Satisfaction. Grantee hereby agrees that upon satisfaction of the terms of the Grantee's payment in full of the Platinum Promissory Note and ENO's payment in full of the ENO Promissory Note, Grantee shall promptly execute and provide to the Grantor a Release of Security Agreement for recording with the United States Patent and Trademark Office and a Release as to any UCC-1 filing in the State of Delaware and any other jurisdiction where a UCC-1 filing has been made with regards to the Trademarks. Grantee acknowledges that any failure or refusal on its part to execute and provide the Release of Security Agreement as provided in this Section 4 of this Agreement will cause irreparable harm and damage to Grantor. In addition to

any other rights and remedies available to Grantor under this Agreement at law or in equity, Grantor shall be entitled to equitable relief, including without limitation, an injunction or an action for specific performance against Grantee, as well as both compensatory and punitive damages upon a default or breach by Grantee of its obligations hereunder.

SECTION 5. Governing Law. This Agreement shall be governed by the laws of the State of Maryland.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same original. Faxed and PDF emailed signatures shall be deemed an original for purposes of this Agreement.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTOR:

GRANTEE:

PLATINUM BRANDS, INC.

A.V. BRANDS, INC.

By:   
Name: MAURIZIO CAMAGNA  
Title: PRESIDENT

By: \_\_\_\_\_  
Name:  
Title:

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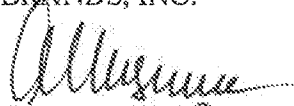
GRANTOR:

GRANTEE:

PLATINUM BRANDS, INC.

A.V. BRANDS, INC.

By: \_\_\_\_\_  
Name:  
Title:

By:   
Name: Andrew P. Mansinne  
Title: President

SCHEDULE A

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

1. "VOGA" trademark -- Registration No. 3129171
2. "Quattro VOGA Italia" trademark -- Registration No. 3656004
3. "VOGA" and bottle design trademark -- Serial No. 85414375

