

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE FRAGRANCE OUTLET, INC.		07/24/2013	CORPORATION: FLORIDA
FG MARKETING, INC.		07/24/2013	CORPORATION: FLORIDA
YES! PERFUMES, INC.		07/24/2013	CORPORATION: FLORIDA
SUNSHINE EXCHANGE, INC.		07/24/2013	CORPORATION: FLORIDA
TFO PUERTO RICO, INC.		07/24/2013	CORPORATION: PUERTO RICO
FG MARKETING PUERTO RICO, INC.		07/24/2013	CORPORATION: PUERTO RICO
TFO HOLDINGS, INC.		07/24/2013	CORPORATION: DELAWARE
TFO ACQUISITION, INC.		07/24/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CIT FINANCE LLC
Street Address:	11 West 42nd Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	85004370	SPRITZ DESIGNER FRAGRANCES
Registration Number:	3876196	SPRITZ DESIGNER FRAGRANCES
Registration Number:	3867006	SPRITZ DESIGNER FRAGRANCES

CORRESPONDENCE DATA

Fax Number: 8004947512

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

OP \$90.00 85004370

Phone: 2023704761
Email: tfahey@nationalcorp.com
Correspondent Name: Thomas Fahey
Address Line 1: 1025 Vermont Avenue NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Laura A. Kenerson
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Signature:	/Laura A. Kenerson/
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Date:	07/25/2013
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Total Attachments: 6
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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, in order to induce the several banks and other financial institutions (the "Lenders") to make extensions of credit and other financial accommodations to the Grantors referred to on the signature pages hereof (each, a "Grantor" and collectively the "Grantors") pursuant to the Credit Agreement, dated as of July 24, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among, among others, the Lenders, the Grantors, and the Grantee referred to below, and pursuant to the Security Agreement, dated as of July 24, 2013 (as amended, restated supplemented or otherwise modified from time to time, the "Security Agreement") executed and delivered by the Grantors in favor of the Grantee in connection with the Credit Agreement under which the Grantors pledged and granted to CIT FINANCE LLC, as administrative agent and collateral agent for its own benefit and the benefit of the other Credit Parties, a continuing security interest in all of the Grantors' Intellectual Property (other than the Excluded Property), including the Trademarks, each Grantor hereby pledges and grants a continuing security in, to and under all of the such Grantor's right, title and interest in each United States Trademark (including, without limitation, those items set forth on Schedule A attached hereto but excluding any Excluded Property) and all products and Proceeds thereof to the Grantee for the benefit of the Grantee and the Credit Parties to secure payment, performance and observance of the Obligations.

Unless otherwise defined herein or the context otherwise requires, terms used herein have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement. This Grant of Security Interest in United States Trademarks has been executed and delivered by the Grantors 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 its own benefit and for the benefit of the other Credit Parties

in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 24th day
of July, 2013.

GRANTORS:

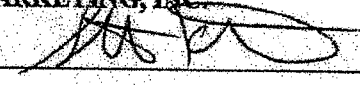
THE FRAGRANCE OUTLET, INC.

By: 

Name: Scott Kanter

Title: CFO, Treasurer

FG MARKETING, INC.

By: 

Name: Scott Kanter

Title: CFO, Treasurer

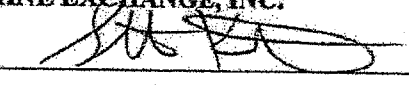
YES! PERFUMES, INC.

By: 

Name: Scott Kanter

Title: CFO, Treasurer

SUNSHINE EXCHANGE, INC.

By: 

Name: Scott Kanter

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TFO PUERTO RICO, INC.

By: 

Name: Scott Kanter

Title: CFO, Treasurer

FG MARKETING PUERTO RICO, INC.

By: 

Name: Scott Kanter

Title: CFO, Treasurer

TFO HOLDINGS, INC.

By: 

Name: Scott Kanter

Title: CFO, Treasurer

TFO ACQUISITION, INC.

By: 

Name: Scott Kanter

Title: CFO, Treasurer

GRANTEE:

CIT FINANCE LLC

By: 

Name: Robert L. Klein

Title: Director

Signature Page to Grant of Security Interest in U.S. Trademarks

TRADEMARK
REEL: 005079 FRAME: 0007

Schedule A
U.S. Federal Trademarks

<u>GRANTOR</u>	<u>MARK</u>	<u>REGISTRATION NUMBER/APPLICATION NUMBER</u>	<u>REGISTRATION DATE/APPLICATION DATE</u>
TFO Holdings, Inc.	"Spritz Designer Fragrances"	Application No.: 85004370	April 1, 2010
TFO Holdings, Inc.	"Spritz Designer Fragrances"	Registration No.: 3876196	November 16, 2010
TFO Holdings, Inc.	"Spritz Designer Fragrances"	Registration No.: 3867006	October 26, 2010

U.S. State Trademarks

<u>GRANTOR</u>	<u>MARK</u>	<u>STATE OF REGISTRATION</u>	<u>REGISTRATION DATE/APPLICATION DATE</u>
The Fragrance Outlet, Inc.	"Designer Fragrances"	Wisconsin	April 28, 2004