

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):PARLUX FRAGRANCES, LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation

 Limited Liability CompanyCitizenship: DEExecution Date(s) April 18, 2012Additional names of conveying parties attached? Yes No**2. Name and address of receiving party(ies)** Yes

Additional names, addresses, or citizenship attached?

 NoName: WELLS FARGO BANK, NATIONAL ASSOCIATIONInternal
Address:Street Address: One Boston Place, 18th FloorCity: BostonState: MACountry: USAZip: 02108 National Banking Association Citizenship: USA General Partnership Citizenship: Limited Partnership Citizenship: Corporation Citizenship: Other _____ Citizenship:If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) See Attached Schedule A

B. Trademark Registration No.(s) See Attached Schedule A

Additional sheet(s) attached? Yes No**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)****5. Name address of party to whom correspondence concerning document should be mailed:**Name: Susan O'BrienInternal Address: CT Lien SolutionsStreet Address: 187 Wolf Road, Suite 101City: AlbanyState: NYZip: 12205Phone Number: 800-342-3676Fax Number: 800-962-7049Email Address: cle-udsalbany@wolterskluwer.com**6. Total number of applications and registrations involved: 5****7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140** Authorized to be charged by credit card Authorized to be charged to deposit account Enclosed**8. Payment Information:**

a. Credit Card

Last 4 Numbers 1868Expiration Date 6/15

b. Deposit Account Number

Authorized User Name:

9. Signature:
SignatureAugust 23, 2013

Date

Kareem Ansley
Name of Person SigningTotal number of pages including cover sheet, attachments, and document: 5Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$140.00 8541141

SCHEDULE A

US FEDERAL MARKS				
Mark	Application No.	Application Date	Registration No.	Registration Date
LIMOUSINE	74/004,409	11/21/1989	1,629,657	12/25/1990
BATTITUDE	85/411,419	08/31/2011	n/a	n/a
MERCY BY KANYE WEST	85/551,702	02/24/2012	n/a	n/a
ROGUE BY RIHANNA	85/582,443	03/28/2012	n/a	n/a
NUDE BY RIHANNA	85/582,354	03/28/2012	n/a	n/a

US STATE MARKS			
Mark	State	Registration No.	Registration Date
CHALEUR D'ANIMALE	Puerto Rico	52,065	10/24/2000
ANIMAL	Puerto Rico	43,354	06/25/1998

[Execution]

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, PARLUX FRAGRANCES, LLC, a Delaware limited liability company (the "Grantor"), hereby grants to WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent (in such capacity, the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, tradenames, trade styles and service marks and all trademark registrations and trademark applications and recordings (the "Marks") set forth on Schedule A attached hereto, (ii) all rights and privileges arising under applicable law with respect to Grantor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof, (iii) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (iv) the goodwill of the business symbolized by each of the Marks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Marks, (v) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Marks, (vi) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (vii) the right to sue for past, present and future infringements thereof, (viii) all rights corresponding thereto, (ix) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Grantor against third parties for past or future infringement of the Marks and (x) all causes of action arising prior to or after the date hereof for unfair competition regarding the Marks.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Security Agreement by, among others, the Grantor and the Grantee, dated as of January 7, 2011 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). 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.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of
the 18th day of April, 2012.

PARLUX FRAGRANCES, LLC, as Grantor

By: Mikhail Katz
Name: _____
Title: Vice President

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent
as Grantee

By: _____
Name: Wai Yin Cheng
Title: Vice President


[Trademark Security Agreement - Parlux]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of
the ____ day of April, 2012.

PARLUX FRAGRANCES, LLC, as Grantor

By: _____
Name: _____
Title: _____

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent
as Grantee

By:  _____
Name: Wai Yin Cheng
Title: Vice President

[Trademark Security Agreement - Parlux]