

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.		10/10/2013	CORPORATION: CONNECTICUT

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4357142	DESIGNER QUALITY FRAGRANCES, NOT DESIGNE
Registration Number:	4338626	SENSUAL FANTASIES
Serial Number:	85742957	U YOU
Serial Number:	85756044	A LITTLE MAGIC
Serial Number:	85869560	PARFUMS DE COEUR

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

CH \$140.00 4357142

ATTORNEY DOCKET NUMBER:	025646-0639
NAME OF SUBMITTER:	Gayle D. Grocke
Signature:	/gdg/
Date:	10/14/2013
Total Attachments: 5 source=Trademark Security Agreement (PDC- AR Credit Agreement)#page1.tif source=Trademark Security Agreement (PDC- AR Credit Agreement)#page2.tif source=Trademark Security Agreement (PDC- AR Credit Agreement)#page3.tif source=Trademark Security Agreement (PDC- AR Credit Agreement)#page4.tif source=Trademark Security Agreement (PDC- AR Credit Agreement)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 10, 2013, 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 Amended and Restated Credit Agreement dated as of September 30, 2013 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement") among Grantor, Parfums Acquisition Company, Inc., a Delaware corporation (together with Grantor, the "Borrowers"), Parfums Holding Company, Inc., a Delaware corporation, Ilex Consumer Products Group, Inc., a Delaware corporation, Ilex Consumer Products Group, LLC, a Delaware limited liability company, 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 that certain Guaranty and Security Agreement dated as of August 31, 2012 (as amended, supplemented or modified by that certain Joinder Agreement dated as of December 27, 2012 and that certain Reaffirmation Agreement dated as of September 30, 2013, and as further amended, supplemented or 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, 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: 

Name: Jay Rogers

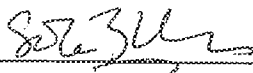
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005130 FRAME: 0156

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC
CAPITAL CORPORATION, as Agent

By: 
Name: Sobia Khaliq
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Mark	Reg No
DESIGNER QUALITY FRAGRANCES, NOT DESIGNER PRICES	4357142
SENSUAL FANTASIES	4338626

2. TRADEMARK APPLICATIONS

Mark	Appl. No
U YOU	85742957
A LITTLE MAGIC	85756044
PARFUMS DE COEUR	85869560