

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447975

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PERFUMANIA HOLDINGS, INC.		10/11/2017	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	One Boston Place, 18th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4015033	JEROME MOMENTS	
Registration Number:	1664568	PERFUMANIA	
Registration Number:	2643313	PERFUMANIA.COM	
Registration Number:	1874926	WHERE THE BEST COSTS LESS	
Registration Number:	4706650	PERFUMANIA	
Serial Number:	87335302	BEAUTY BOX	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F173204 PerfumaniaHolding		
NAME OF SUBMITTER:	Joanne BL Arnold		
SIGNATURE:	/Joanne BL Arnold/		

OP \$165.00 4015033

DATE SIGNED:	10/20/2017
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Total Attachments: 5
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GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "Agreement"), dated as of October 11, 2017, is by and between PERFUMANIA HOLDINGS, INC., a Florida corporation (the "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as administrative and collateral agent for the Credit Parties (as defined in the Credit Agreement) (in such capacity, the "Grantee"). Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

W I T N E S S E T H :

WHEREAS, Grantor is a party to an Amended and Restated Security Agreement, dated as of October 11, 2017 (as amended, restated, supplemented or otherwise modified from time to time in accordance with the provisions thereof, the "Security Agreement"), made by Grantor, amongst others, in favor of Grantee, pursuant to which as collateral security for the payment and performance in full of all the Secured Obligations, Grantor has pledged and granted to Grantee for its benefit and for the benefit of the other Credit Parties, a lien on and security interest in and to all of the right, title and interest of Grantor in, to an under certain personal property and interests in such personal property, wherever located, and whether now existing or hereafter arising or acquired from time to time;

WHEREAS, Grantor and certain affiliates of Grantor entered into the Credit Agreement, dated as of January 7, 2011, by and among Grantee, certain parties thereto as lenders, Grantor, and certain affiliates of Grantor (as heretofore amended, modified or supplemented, the "Existing Credit Agreement"), and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto (all of the foregoing, together with the Existing Credit Agreement, as the same have been amended, modified, supplemented, extended, renewed, restated or replaced prior to the date hereof, being collectively referred to herein as the "Existing Loan Documents");

WHEREAS, Grantor, certain affiliates of Grantor, Grantee, and the parties to the Credit Agreement as lenders (individually, each a "Lender" and collectively, "Lenders") have amended and restated the Existing Credit Agreement as set forth in the Amended and Restated Credit Agreement, dated as of the date hereof, by and among Grantee, Lenders, Grantor and certain affiliates of Grantor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Credit Agreement").

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

As collateral security for the payment and performance in full of all the Secured Obligations, Grantor hereby pledges and grants to the Grantee for its benefit and for the benefit of the other Credit Parties a lien on and security interest in and to all of the right, title and interest of Grantor in, to and under all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to Grantor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including, without limitation, the registrations and applications listed on Schedule A hereto, together with any and all (a) rights and privileges arising under applicable Law

with respect to Grantor's use of any trademarks, (b) reissues, continuations, extensions and renewals thereof, (c) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past, present or future infringements thereof, (d) rights corresponding thereto throughout the world, (e) rights to sue for past, present and future infringements thereof, (f) goodwill connected with the use of and symbolized by any of the foregoing in which Grantor has any interest, (g) all license and distribution agreements with respect to any of the foregoing, whether Grantor is a licensor or licensee, distributor or distributee under any such license or distribution agreement, together with any and all renewals, extensions, supplements and continuations thereof, income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements or violations thereof, rights to sue for past, present and future infringements or violations thereof and other rights thereunder to use, exploit or practice any or all of the trademarks related thereto, and (h) to the extent not covered by clauses (a) through (g) above, all Proceeds and products of each of the foregoing, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral").

Notwithstanding anything to the contrary contained in the foregoing paragraph, the security interest created by this Agreement shall not extend to, and the term "Trademark Collateral" shall not include, any Excluded Property, including any trademark application filed in the United States Patent and Trademark Office on the basis of the applicant's intent-to-use such trademark unless and until evidence of use of the trademark has been filed with, and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.); provided, however, that such property shall constitute "Excluded Property" only to the extent granting a security interest in such trademark application prior to such filing and acceptance would adversely affect the enforceability or validity of such trademark application or the resulting trademark registration.

The security interest, lien and other interests granted to Grantee pursuant to this Agreement is made to secure the satisfactory performance and payment of all the Secured Obligations of Grantor, as such term is defined in the Security Agreement (the "Secured Obligations"). The rights and remedies of 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 Agreement 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 Agreement as of the day and year first above written.

PERFUMANIA HOLDINGS, INC.,
as Grantor

By: Michael W. Katz
Name: Michael W. Katz
Title: President and Chief Executive Officer

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

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

PERFUMANIA HOLDINGS, INC.,
as Grantor

By: _____
Name: Michael W. Katz
Title: President and Chief Executive Officer

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

By: 
Name: *Lauren Murphy*
Title: *Vice President*

SCHEDULE A

United States

<u>Trademarks</u>	<u>Owner</u>	<u>Registration Date or Filing Date</u>	<u>Registration No. Or Application No.</u>
JEROME MOMENTS	Perfumania Holdings, Inc.	August 23, 2011	4,015,033
PERFUMANIA	Perfumania Holdings, Inc.	November 12, 1991	1,664,568
PERFUMANIA.COM	Perfumania Holdings, Inc.	October 29, 2002	2,643,313
WHERE THE BEST COSTS LESS	Perfumania Holdings, Inc.	January 17, 1995	1,874,926
PERFUMANIA	Perfumania Holdings, Inc.	March 24, 2015	4,706,650
BEAUTY BOX	Perfumania Holdings, Inc.	February 14, 2017	87/335,302

Foreign

<u>Trademarks</u>	<u>Owner</u>	<u>Registration Date or Filing Date</u>	<u>Registration No. Or Application No.</u>	<u>Country</u>
PERFUMANIA	Perfumania Holdings, Inc.	September 24, 2001	931954	Chile