

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447978

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FIVE STAR FRAGRANCE COMPANY, INC.		10/11/2017	Corporation: NEW YORK

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: 28

Property Type	Number	Word Mark
Registration Number:	2169749	INNER REALM
Registration Number:	2105624	
Registration Number:	2061700	
Registration Number:	1868809	
Registration Number:	2099664	REALM
Registration Number:	1867411	REALM
Registration Number:	1975469	REALM
Registration Number:	1965064	LUTECE
Registration Number:	1537886	
Registration Number:	1264630	RAFFINEE
Registration Number:	1509782	SANTA FE
Registration Number:	1524108	
Registration Number:	3415546	DELICIOUS
Registration Number:	3319857	23 BY MICHAEL JORDAN
Registration Number:	3693507	BIJAN V.I.P.
Registration Number:	3455256	BIJAN WICKED
Registration Number:	2363173	GALORE
Registration Number:	4126399	FLIGHT MICHAEL JORDAN
Registration Number:	2462544	JORDAN BY MICHAEL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4190996	LEGEND MICHAEL JORDAN
Registration Number:	3930033	LEGEND MICHAEL JORDAN
Registration Number:	3539462	MICHAEL JORDAN
Registration Number:	3555987	
Registration Number:	901649	NORELL
Registration Number:	1467901	NORELL
Registration Number:	2381808	VIKING
Registration Number:	4635549	FIVE STAR FRAGRANCE COMPANY
Registration Number:	4586095	EAU DE ROYAL SECRET

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2023704750

Email: ipteam@coagencyglobal.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 Five Star
NAME OF SUBMITTER:	Joanne BL Arnold
SIGNATURE:	/Joanne BL Arnold/
DATE SIGNED:	10/20/2017

Total Attachments: 13

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AMENDED AND RESTATED GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

THIS AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "Agreement"), dated as of October 11, 2017, is by and between FIVE STAR FRAGRANCE COMPANY, INC., a New York 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 and Grantee have previously entered into the Grant of Security Interest in United States Trademarks, dated January 7, 2011 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Existing Trademark Agreement") recorded with the United States Patent and Trademark Office on January 14, 2011 at Reel 4454, Frame 0158, and pursuant to which Grantor granted to Grantee a security interest in all of its right, title and interest in and to certain trademarks to secure the payment and performance of the Secured Obligations;

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 that the Existing Trademark Agreement shall be and hereby is amended and restated as follows:

As collateral security for the payment and performance in full of all the Secured Obligations, Grantor hereby (i) confirms, reaffirms and restates the prior grant thereof as set forth in the Existing Trademark Agreement and (ii) 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.

The liens and security interests granted by Grantor in the Trademark Collateral shall be deemed to be continuously granted and perfected from the earliest date of the granting and perfection of such liens and security interests, whether under the Existing Trademark Agreement, this Agreement or any of the other Loan Documents.

Grantor, as of the date hereof, hereby acknowledges, confirms and agrees that: (a) the Existing Trademark Agreement has been duly executed and delivered by Grantor and is in full force and effect as

of the date hereof immediately prior to the effectiveness of this Agreement, (b) immediately prior to the effectiveness of this Agreement, the agreements and obligations of Grantor contained in the Existing Trademark Agreement constitute the legal, valid and binding obligations of Grantor enforceable against Grantor in accordance with their respective terms, and (c) as of the date hereof, Grantor does not have a valid defense to the enforcement of such obligations.

As of the date hereof, the terms, conditions, agreements, covenants, representations and warranties set forth in the Existing Trademark Agreement are hereby amended, restated, restructured, replaced and superseded in their entirety by the terms, conditions, agreements, covenants, representations and warranties set forth in this Agreement. The parties hereto acknowledge and agree, however, that (i) this Agreement does not constitute a novation, payment and reborrowing or termination of the Obligations arising under or pursuant to the Existing Trademark Agreement as in effect immediately prior to the effectiveness of this Agreement, (ii) such Obligations arising under or pursuant to the Existing Trademark Agreement are in all respects continuing with only the terms being modified as provided in this Agreement, (iii) the Liens and security interests in favor of the Agent for the benefit of the Credit Parties securing payment of such Obligations arising under or pursuant to the Existing Trademark Agreement are in all respects continuing and in full force and effect with respect to all Obligations and shall not in any manner be impaired, limited, terminated, waived or released by virtue of (A) the amendment and restatement of any of the Existing Trademark Agreement and the other Existing Loan Documents on the date hereof or (B) the Chapter 11 Plan (other than paragraph 8 thereof) and the Confirmation Order, and (iv) unless otherwise expressly stated in any Loan Document entered into on or after the date hereof, all references to an "Intellectual Property Security Agreement" in the other Loan Documents shall be deemed to refer without further amendment to this Agreement.

[Signature Page Follows]

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

FIVE STAR FRAGRANCE COMPANY, 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.

FIVE STAR FRAGRANCE COMPANY, 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>
INNER REALM (Stylized)	Five Star Fragrance Company, Inc.	June 30, 1998	2,169,749
MISCELLANEOUS DESIGN	Five Star Fragrance Company, Inc.	October 14, 1997	2,105,624
MISCELLANEOUS DESIGN	Five Star Fragrance Company, Inc.	May 13, 1997	2,061,700
MISCELLANEOUS DESIGN	Five Star Fragrance Company, Inc.	December 20, 1994	1,868,809
REALM	Five Star Fragrance Company, Inc.	September 23, 1997	2,099,664
REALM	Five Star Fragrance Company, Inc.	December 13, 1994	1,867,411
REALM	Five Star Fragrance Company, Inc.	May 21, 1996	1,975,469
LUTECE (Stylized)	Five Star Fragrance Company, Inc.	April 2, 1996	1,965,064
MISCELLANEOUS DESIGN	Five Star Fragrance Company, Inc.	May 9, 1989	1,537,886
RAFFINEE	Five Star Fragrance Company, Inc.	January 24, 1984	1,264,630
SANTA FE	Five Star Fragrance Company, Inc.	October 25, 1988	1,509,782
MISCELLANEOUS DESIGN	Five Star Fragrance Company, Inc.	February 14, 1989	1,524,108

<u>Trademarks</u>	<u>Owner</u>	<u>Registration Date or Filing Date</u>	<u>Registration No. Or Application No.</u>
DELICIOUS	Five Star Fragrance Company, Inc.	April 22, 2008	3,415,546
23 BY MICHAEL JORDAN	Five Star Fragrance Company, Inc.	October 23, 2007	3,319,857
BIJAN V.I.P.	Five Star Fragrance Company, Inc.	October 6, 2009	3,693,507
BIJAN WICKED	Five Star Fragrance Company, Inc.	June 24, 2008	3,455,256
GALORE (Stylized)	Five Star Fragrance Company, Inc.	June 27, 2000	2,363,173
FLIGHT MICHAEL JORDAN	Five Star Fragrance Company, Inc.	April 10, 2012	4,126,399
JORDAN BY MICHAEL	Five Star Fragrance Company, Inc.	June 19, 2001	2,462,544
LEGEND MICHAEL JORDAN and Design	Five Star Fragrance Company, Inc.	August 14, 2012	4,190,996
LEGEND MICHAEL JORDAN	Five Star Fragrance Company, Inc.	March 8, 2011	3,930,033
MICHAEL JORDAN	Five Star Fragrance Company, Inc.	December 2, 2008	3,539,462
MISCELLANEOUS DESIGN (Jordan Head)	Five Star Fragrance Company, Inc.	January 6, 2009	3,555,987
NORELL	Five Star Fragrance Company, Inc.	October 27, 1970	901,649
NORELL	Five Star Fragrance Company, Inc.	December 8, 1987	1,467,901

<u>Trademarks</u>	<u>Owner</u>	<u>Registration Date or Filing Date</u>	<u>Registration No. Or Application No.</u>
VIKING	Five Star Fragrance Company, Inc.	August 29, 2000	2,381,808
FIVE STAR FRAGRANCE COMPANY	Five Star Fragrance Company, Inc.	November 11, 2014	4,635,549
EAU DE ROYAL SECRET	Five Star Fragrance Company, Inc.	August 12, 2014	4,586,095

Foreign

<u>Trademarks</u>	<u>Owner</u>	<u>Registration Date or Filing Date</u>	<u>Registration No. Or Application No.</u>	<u>Country</u>
MICHAEL JORDAN LEGEND	Five Star Fragrance Company, Inc.	February 1, 2010	1343078	Australia
MICHAEL JORDAN	Five Star Fragrance Company, Inc.	December 20, 2007	1216554	Australia
MICHAEL JORDAN LEGEND	Five Star Fragrance Company, Inc.	February 16, 2010	80085	Bahrain
MICHAEL JORDAN LEGEND	Five Star Fragrance Company, Inc.	September 16, 2014	TMA885,883	Canada
HEAD (DESIGN)	Five Star Fragrance Company, Inc.	September 9, 1999	TMA516155	Canada
MICHAEL JORDAN LEGEND	Five Star Fragrance Company, Inc.	February 11, 2010	8070984	China
MICHAEL JORDAN	Five Star Fragrance Company, Inc.	May 21, 2011	6908855	China

<u>Trademarks</u>	<u>Owner</u>	<u>Registration Date or Filing Date</u>	<u>Registration No. Or Application No.</u>	<u>Country</u>
MISCELLANEOUS DESIGN	Five Star Fragrance Company, Inc.	May 28, 2010	6909056	China
MICHAEL JORDAN LEGEND	Five Star Fragrance Company, Inc.	July 27, 2010	8847709	CTM
MICHAEL JORDAN	Five Star Fragrance Company, Inc.	December 18, 2008	6764864	CTM
MISCELLANEOUS DESIGN	Five Star Fragrance Company, Inc.	December 22, 2008	6764922	CTM
MICHAEL JORDAN LEGEND	Five Star Fragrance Company, Inc.	February 1, 2010	301535067	Hong Kong
MICHAEL JORDAN	Five Star Fragrance Company, Inc.	March 25, 2009	301019123	Hong Kong
Miscellaneous Design	Five Star Fragrance Company, Inc.	June 12, 2008	301019132	Hong Kong
MICHAEL JORDAN	Five Star Fragrance Company, Inc.	January 8, 2008	1639352	India
Miscellaneous Design	Five Star Fragrance Company, Inc.	January 8, 2008	1639351	India
MICHAEL JORDAN	Five Star Fragrance Company, Inc.	November 26, 1999	0004339350	Japan
Miscellaneous Design	Five Star Fragrance Company, Inc.	April 3, 2009	0005219838	Japan
MICHAEL JORDAN	Five Star Fragrance Company, Inc.	August 2, 1998	417681	South Korea
MICHAEL JORDAN	Five Star Fragrance Company, Inc.	August 22, 1998	417682	South Korea

<u>Trademarks</u>	<u>Owner</u>	<u>Registration Date or Filing Date</u>	<u>Registration No. Or Application No.</u>	<u>Country</u>
MICHAEL JORDAN LEGEND	Five Star Fragrance Company, Inc.	March 1, 2012	97317	Kuwait
MICHAEL JORDAN	Five Star Fragrance Company, Inc.	January 3, 2008	08000112	Malaysia
Miscellaneous Design	Five Star Fragrance Company, Inc.	July 28, 2010	08000114	Malaysia
MICHAEL JORDAN LEGEND	Five Star Fragrance Company, Inc.	February 5, 2010	1158868	Mexico
MICHAEL JORDAN	Five Star Fragrance Company, Inc.	September 11, 2009	1120404	Mexico
MISCELLANEOUS DESIGN	Five Star Fragrance Company, Inc.	May 28, 2008	1042269	Mexico
MICHAEL JORDAN	Five Star Fragrance Company, Inc.	July 3, 1998	204451	Paraguay
MISCELLANEOUS DESIGN	Five Star Fragrance Company, Inc.	October 28, 1999	219053	Paraguay
MICHEL JORDAN LEGEND	Five Star Fragrance Company, Inc.	September 20, 2011	60835	Qatar
MICHAEL JORDAN	Five Star Fragrance Company, Inc.	January 3, 2008	T080053E	Singapore
MICHEL JORDAN LEGEND	Five Star Fragrance Company, Inc.	February 12, 2010	T1001887Z	Singapore
MISCELLANEOUS DESIGN	Five Star Fragrance Company, Inc.	January 3, 2008	T0800054C	Singapore
MICHAEL JORDAN	Five Star Fragrance Company, Inc.	October 16, 2008	01332370	Taiwan

<u>Trademarks</u>	<u>Owner</u>	<u>Registration Date or Filing Date</u>	<u>Registration No. Or Application No.</u>	<u>Country</u>
MICHEL JORDAN LEGEND	Five Star Fragrance Company, Inc.	October 1, 2010	01431714	Taiwan
MISCELLANEOUS DESIGN	Five Star Fragrance Company, Inc.	October 16, 2008	01332369	Taiwan
MICHEL JORDAN LEGEND	Five Star Fragrance Company, Inc.	January 2, 2012	161756	United Arab Emirates
FLIGHT MICHAEL JORDAN	Five Star Fragrance Company, Inc.	May 31, 2011	301932796	Hong Kong
FLIGHT MICHAEL JORDAN	Five Star Fragrance Company, Inc.	June 1, 2011	1428179	Australia
FLIGHT MICHAEL JORDAN	Five Star Fragrance Company, Inc.	June 1, 2011	86648	Bahrain
FLIGHT MICHAEL JORDAN	Five Star Fragrance Company, Inc.	June 2, 2011	135941bis	Lebanon
FLIGHT MICHAEL JORDAN	Five Star Fragrance Company, Inc.	June 7, 2011	114178	Kuwait
FLIGHT MICHAEL JORDAN	Five Star Fragrance Company, Inc.	November 2, 2011	10008407	EUTM
FLIGHT MICHAEL JORDAN	Five Star Fragrance Company, Inc.	January 17, 2012	764-12	Ecuador
FLIGHT MICHAEL JORDAN	Five Star Fragrance Company, Inc.	January 30, 2012	441153	Colombia
FLIGHT MICHAEL JORDAN	Five Star Fragrance Company, Inc.	--	2153365	India
FLIGHT MICHAEL JORDAN	Five Star Fragrance Company, Inc.	March 1, 2012	01506311	Taiwan

<u>Trademarks</u>	<u>Owner</u>	<u>Registration Date or Filing Date</u>	<u>Registration No. Or Application No.</u>	<u>Country</u>
FLIGHT MICHAEL JORDAN	Five Star Fragrance Company, Inc.	March 22, 2012	843066	New Zealand
FLIGHT MICHAEL JORDAN	Five Star Fragrance Company, Inc.	March 28, 2012	200967	Panama
FLIGHT MICHAEL JORDAN	Five Star Fragrance Company, Inc.	April 23, 2012	118895	Jordan
FLIGHT MICHAEL JORDAN	Five Star Fragrance Company, Inc.	May 22, 2012	1286720	Mexico
FLIGHT MICHAEL JORDAN	Five Star Fragrance Company, Inc.	June 11, 2012	922977	Republic of Korea
FLIGHT MICHAEL JORDAN	Five Star Fragrance Company, Inc.	August 31, 2012	P320653	Venezuela
FLIGHT MICHAEL JORDAN	Five Star Fragrance Company, Inc.	October 5, 2012	2529218	Argentina
FLIGHT MICHAEL JORDAN	Five Star Fragrance Company, Inc.	October 19, 2012	T1107000Z	Singapore
FLIGHT MICHAEL JORDAN	Five Star Fragrance Company, Inc.	November 19, 2012	260835	Egypt
FLIGHT MICHAEL JORDAN	Five Star Fragrance Company, Inc.	January 2, 2013	374744	Paraguay
FLIGHT MICHAEL JORDAN	Five Star Fragrance Company, Inc.	January 23, 2013	423850	Uruguay
FLIGHT MICHAEL JORDAN	Five Star Fragrance Company, Inc.	March 5, 2013	2011/12772	South Africa
FLIGHT MICHAEL JORDAN	Five Star Fragrance Company, Inc.	April 20, 2013	168688	Saudi Arabia

<u>Trademarks</u>	<u>Owner</u>	<u>Registration Date or Filing Date</u>	<u>Registration No. Or Application No.</u>	<u>Country</u>
FLIGHT MICHAEL JORDAN	Five Star Fragrance Company, Inc.	May 8, 2013	158008	United Arab Emirates
FLIGHT MICHAEL JORDAN	Five Star Fragrance Company, Inc.	August 1, 2013	238101	Israel
FLIGHT MICHAEL JORDAN	Five Star Fragrance Company, Inc.	April 28, 2014	1.095.908	Chile
FLIGHT MICHAEL JORDAN	Five Star Fragrance Company, Inc.	June 24, 2014	68398	Qatar
FLIGHT MICHAEL JORDAN	Five Star Fragrance Company, Inc.	August 11, 2014	TMA883,710	Canada
FLIGHT MICHAEL JORDAN	Five Star Fragrance Company, Inc.	August 14, 2014	9641453	China
FLIGHT MICHAEL JORDAN	Five Star Fragrance Company, Inc.	January 12, 2016	830976965	Brazil