

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM522767

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fragrancenet.com, Inc., as a Grantor		05/02/2019	Corporation: DELAWARE
Telescents, Inc., as a Grantor		05/02/2019	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KeyBank National Association, as Lender		
<b>Street Address:</b>	4910 Tiedeman Road		
<b>City:</b>	Brooklyn		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44144		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4840093	SCENT WITH STYLE!	
<b>Registration Number:</b>	3633336	EXCEPTIONAL . . . BECAUSE YOU ARE	
<b>Registration Number:</b>	3367267	EXCEPTIONAL . . . BECAUSE YOU ARE	
<b>Registration Number:</b>	4173076	EXCEPTIONAL . . . FOR YOUR HOME	
<b>Registration Number:</b>	4230735	PRESCRIPTION: YOUTH SKINLABS	
<b>Registration Number:</b>	5240605	FRAGRANCE.COM	
<b>Registration Number:</b>	5240595	FRAGRANCENET.COM	
<b>Registration Number:</b>	5237059	KEEP CALM AND SPRAY ON	
<b>Registration Number:</b>	5314005	BEAUTY TRADE	
<b>Registration Number:</b>	5378896	TGIFRAGRANCE	
<b>Registration Number:</b>	5708035	PURPL LUX	
<b>Registration Number:</b>	5236137	SIMPLY BELLE	
<b>Serial Number:</b>	88372101	DISCOVER THE BEAUTY OF SAVINGS	
<b>Serial Number:</b>	88370120	DISCOVER THE BEAUTY OF SAVING	
<b>Serial Number:</b>	88369896	DISCOVER THE BEAUTY OF DISCOUNTS	
<b>Serial Number:</b>	87940158	LUX BUX	
<b>Registration Number:</b>	5330288	SYMÉTRIE	
<b>Registration Number:</b>	4831759	EXCEPTIONAL BEAUTY EXCEPTIONAL PRICES	
<b>TRADEMARK</b>			

CH \$515.00 4840093

Property Type	Number	Word Mark
Registration Number:	3339343	FRAGRANCENET
Registration Number:	3559768	FRAGRANCENET.COM

# **CORRESPONDENCE DATA**

**Fax Number:** 2024083141

*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:** 2024083141

**Email:** jean.paterson@cscglobal.com

**Correspondent Name:** CSC

**Address Line 1:** 1090 Vermont Avenue, NW

**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	756735
<b>NAME OF SUBMITTER:</b>	Jean Paterson
<b>SIGNATURE:</b>	/jep/
<b>DATE SIGNED:</b>	05/09/2019

## **Total Attachments: 13**

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source=5-9-18 Fragrancenet-TM#page13.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 2, 2019, is made by the undersigned (each a “Grantor”, and collectively, “Grantors”) in favor of KEYBANK NATIONAL ASSOCIATION (“Lender”).

### BACKGROUND

Pursuant to that certain Loan and Security Agreement, dated as of May 2, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) by and among FRAGRANCENET.COM, INC., a Delaware corporation (together with such other Persons designated as a borrower under the Loan Agreement, collectively, the “Borrower”), the other Loan Parties and Lender, Lender has agreed to make the Advances for the benefit of the Borrower.

Lender is willing to make the Advances as provided for in the Loan Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Lender this Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows (on a several basis, except where the express terms hereof are joint and several):

1. Defined Terms. (a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

(b) When used in this Intellectual Property Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

“Copyright License” means rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright or Copyright registration.

“Copyrights” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and (ii) all proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof.

“Intellectual Property Security Agreement” means this Intellectual Property Security Agreement, and shall include all further amendments, modifications and

supplements hereto and shall refer to this Intellectual Property Security Agreement, as the same may be in effect at the time such reference becomes operative.

“Patent License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence.

“Patents” means all of the following in which any Person now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

“Trademark License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

“Trademarks” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

2. Grant Of Security Interest In Intellectual Property Collateral. To secure the complete and timely payment of all the Obligations now or hereafter existing from time to time, each Grantor hereby pledges and grants to Lender, a continuing first priority security interest in and Lien on all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Intellectual Property Collateral”):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright license, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License; provided the "Intellectual Property Collateral" shall not include any Excluded Property of any Grantor.

3. Representations and Warranties. Each Grantor represents and warrants that it does not have any interest in, or title to, any registered Patent, Trademark or Copyright except as set forth in Schedules I-III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, if applicable, and the proper filing of appropriate financing statements in the applicable filing office in the state of formation of the applicable Grantor, perfected security interests in favor of Lender in all of each Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, each Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office, if applicable, and the filing of appropriate financing statements in the applicable filing office in the state of formation of the applicable Grantor all action necessary or desirable to protect and perfect Lender's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. Covenants. Until Payment in Full of all Obligations, each Grantor covenants and agrees with Lender as follows:

(a) Such Grantor shall notify Lender as promptly as reasonably practicable if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) material to the operation of such Grantor's business may become abandoned, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall such Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United

States Copyright Office or any similar office or agency without giving Lender notice thereof, and, upon request of Lender, such Grantor shall execute and deliver a supplement hereto (in form and substance reasonably satisfactory to Lender) to evidence Lender's Lien on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(c) Such Grantor shall take all actions necessary and reasonably requested by Lender to maintain and pursue each application for registrations material to the operation of such Grantor's business, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing material to the operation of such Grantor's business), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings in connection with registrations material to such Grantor's business.

(d) In the event that any of the Intellectual Property Collateral material to the operation of such Grantor's business is infringed upon, or misappropriated or diluted by a third party, such Grantor shall notify Lender promptly after Grantor learns thereof. Such Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is not material to the conduct of its business or operations, as promptly as reasonably practicable sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Lender reasonably deems appropriate under the circumstances to protect such Intellectual Property Collateral.

5. Security Agreement. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests and Lien granted to Lender pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in and Lien on the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. Reinstatement. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. Notices. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

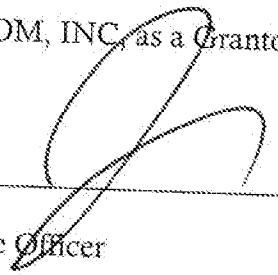
8. Termination of This Security Agreement. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon Payment in Full of all Obligations and termination of the Loan Agreement in accordance with the terms thereof.

9. Governing Law. This Intellectual Property Security Agreement and all rights and obligations hereunder shall be governed by and construed and enforced in all respects in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York.

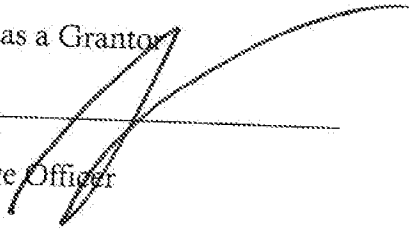
**[Remainder of Page Intentionally Left Blank]**

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FRAGRANCENET.COM, INC., as a Grantor

By:   
Name: Jason S. Apfel  
Title: Chief Executive Officer

TELESCENTS, INC., as a Grantor

By:   
Name: Jason S. Apfel  
Title: Chief Executive Officer



ACCEPTED and ACKNOWLEDGED  
as of the date first written above by:

KEYBANK NATIONAL ASSOCIATION,  
as Lender

By: 

Name: Joseph McPheter

Title: Senior Vice President

**SCHEDULE I**  
**to**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**PATENTS AND PATENT LICENSES:**

None.

**SCHEDULE II**  
to  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**TRADEMARKS:**

<b>Grantor Name</b>	<b>Title</b>	<b>Application Number and Date</b>	<b>Registration Number and Date</b>	<b>Status</b>	<b>Country</b>
Fragrancenet.com, Inc.	Symétrie	86/829,266 Nov 23, 2015	5330288 Nov 7, 2017	Renewal due Nov 7, 2027	USA
Fragrancenet.com, Inc.	EXCEPTIONAL BEAUTY EXCEPTIONAL PRICES and design	86/559,085 Mar 10, 2015	4831759 Oct 13, 2015	Renewal due Oct 13, 2025	USA
Fragrancenet.com, Inc.	FRAGRANCENET	78/715,464 Sep 19, 2005	3339343 Nov 20, 2007	Renewal due Nov 20, 2027	USA
Fragrancenet.com, Inc.	FRAGRANCENET.COM	77/335,192 Nov 21, 2007	3559768 Jan 13, 2009	Renewal due Jan 13, 2029	USA
Fragrancenet.com, Inc.	SCENT WITH STYLE! (Stylized)	86/519,579 Jan 30, 2015	4840093 Oct 27, 2015	Renewal due Oct 27, 2025	USA
Fragrancenet.com, Inc.	EXCEPTIONAL...BECAUSE YOU ARE	78/981,069 Oct 20, 2005	3633336 June 2, 2009	Renewal due June 2, 2019	USA
Fragrancenet.com, Inc.	EXCEPTIONAL . . . BECAUSE YOU ARE (Cl.03, Perfumery)	78/979,426 Oct 20, 2005	3367267 Jan 8, 2008	Renewal due Jan 8, 2028	USA
Fragrancenet.com, Inc.	EXCEPTIONAL . . . FOR YOUR HOME Stylized	85/976,826 Feb 16, 2011	4173076 Jul 10, 2012	Renewal due Jul 10, 2022	USA
Fragrancenet.c	PRESCRIPTION:	85/273,762	4230735	Renew	USA

Grantor Name	Title	Application Number and Date	Registration Number and Date	Status	Country
om, Inc.	YOUTH SKINLABS	Mar 22, 2011	Oct 23, 2012	al due Oct 23, 2022	
Fragrancenet.com, Inc.	SIMPLY BELLE	87/246,784 Nov 23, 2016	5236137 Jul 4, 2017	Renew al due Jul 4, 2027	USA
Fragrancenet.com, Inc.	FRAGRANCE.COM and Design	87/245,590 Nov 22, 2016	5240605 Jul 11, 2017	Renew al due Jul 11, 2027	USA
Fragrancenet.com, Inc.	FRAGRANCENET.COM and Design	87/245,387 Nov 22, 2016	5240595 Jul 11, 2017	Renew al due Jul 11, 2027	USA
Fragrancenet.com, Inc.	KEEP CALM AND SPRAY ON	87/260,741 Dec 7, 2016	5237059 Jul 4, 2017	Renew al due Jul 4, 2027	USA
Fragrancenet.com, Inc.	BEAUTY TRADE	87/340,170 Feb 17, 2017	5314005 Oct 17, 2017	Renew al due Oct 17, 2027	USA
Fragrancenet.com, Inc.	TGIFRAGRANCE	87/484,802 Jun 12, 2017	5378896 Jan 16, 2018	Renew al due Jan 16, 2028	USA
Fragrancenet.com, Inc.	LUX BUX	87/940,158 May 29, 2018	Pending		USA
Fragrancenet.com, Inc.	PURPL LUX	87/927,271 May 18, 2018	5708035 Mar 26, 2019	Renew al due Mar 26, 2029	USA
Fragrancenet.com, Inc.	DISCOVER THE BEAUTY OF SAVINGS	88/372,101 April 4, 2019	Pending		USA
Fragrancenet.com, Inc.	DISCOVER THE BEAUTY OF SAVING	88/370,120 April 3, 2019	Pending		USA

Grantor Name	Title	Application Number and Date	Registration Number and Date	Status	Country
Fragrancenet.com, Inc.	DISCOVER THE BEAUTY OF DISCOUNTS	88/369,896 April 3, 2019	Pending		USA
Fragrancenet.com, Inc.	FRAGRANCENET	1731944 Nov 3, 2015	1731944 Nov 3, 2015	Renewal due Nov 3, 2025	Australia

### TRADEMARK LICENSES:

Trademark License and Assignment Agreement, dated August 27, 2018, by and between Exceptional Parfums, LLC (licensor) and Fragrancenet.com, Inc. (licensee).

**SCHEDULE III**  
to  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**COPYRIGHTS AND COPYRIGHT LICENSES:**

<b>Grantor Name</b>	<b>Title</b>	<b>Application Number and Date</b>	<b>Registration Number and Date</b>	<b>Country</b>
FragranceNet.com, Inc.	FragranceNet.com photographs : group 1 : Group registration/photos, approx.. 1975 photos in grouping		VA0001340784 02/21/2006	USA
FragranceNet.com, Inc.	FragranceNet.com photographs : group 2 : Group registration/photos, approx.. 846 photos in grouping		VA0001340783 02/21/2006	USA
FragranceNet.com, Inc.	FragranceNet.com photographs : group 3 : Group registration/photos, approx.. 382 photos in grouping		VA0001340782 02/21/2006	USA
FragranceNet.com, Inc.	FragranceNet.com photographs : group 4 : Group registration/photos (34 photos in grouping)		VA0001344817 02/14/2006	USA
FragranceNet.com, Inc.	FragranceNet.com photographs : group 5 : Group registration/photos; 10 photos in		VA0001344779 02/14/2006	USA

Grantor Name	Title	Application Number and Date	Registration Number and Date	Country
	grouping			
Telescents, Inc.	FragranceNet		VA00008759 54 03/12/1998	USA

### **COPYRIGHT LICENSES**

None.