

PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Parlux Ltd.	06/25/2010
Parlux Fragrances, Inc.	06/25/2010

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	10 Riverside Drive
City:	Danbury
State/Country:	CONNECTICUT
Postal Code:	06810

PROPERTY NUMBERS Total: 13

Property Type	Number
Patent Number:	D419888
Patent Number:	D458143
Patent Number:	D459210
Patent Number:	D459211
Patent Number:	D488058
Patent Number:	D548095
Patent Number:	D584960
Patent Number:	D518382
Patent Number:	D564898
Patent Number:	D566575
Patent Number:	D570690
Patent Number:	D588457
Patent Number:	D609575

CORRESPONDENCE DATA

501217964

PATENT  
REEL: 024599 FRAME: 0500

OP \$520.00 D419888

Fax Number: (404)541-4710

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 404-815-6042

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Correspondent Name: Lizzie Buchanan, Esq.

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Address Line 2: 1100 Peachtree Street, Suite 2800

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:

309731

NAME OF SUBMITTER:

Latosha E. Allen

**Total Attachments: 7**

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## PATENT SECURITY AGREEMENT

**THIS PATENT SECURITY AGREEMENT**, dated as of June 25, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION** ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 25, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among **PARLUX, LTD.** (the "Borrower"), Holdings, the Lenders from time to time party thereto and GE Capital, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement, dated as of June 25, 2010, in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative 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 Patent Collateral. Each 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 such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 such Grantor (the "Patent Collateral"):

(a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) 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 Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent 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. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent 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.

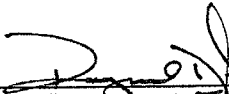
Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]


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

Very truly yours,

**PARLUX LTD.,**  
as Grantor

By:   
Name: Raymond J. Balsys  
Title: CEO

**PARLUX FRAGRANCES, INC.,**  
as Grantor

By:   
Name: Raymond J. Balsys  
Title: CEO

ACCEPTED AND AGREED  
as of the date first above written:

**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

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

Very truly yours,

**PARLUX LTD.,**  
as Grantor


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PARLUX FRAGRANCES, INC.,**  
as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND AGREED  
as of the date first above written:

**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Administrative Agent

By:   
Name: DONALD CAVANAGH  
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

STATE OF Florida  
COUNTY OF Broward ss.

On this 25<sup>th</sup> day of June 2010 before me personally appeared Raymond T. Belaya, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PARLUX LTD., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Carole Ramsay  
Notary Public



CAROLE RAMSAY  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# DD968595  
Expires 4/22/2014

[ACKNOWLEDGEMENT OF GRANTOR FOR PATENT SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

STATE OF Florida  
COUNTY OF Broward ss.

On this 25<sup>th</sup> day of June 2010 before me personally appeared Raymond J. Belays, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PARLUX FRAGRANCES, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Carole Ramsay  
Notary Public



[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]



SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

Patent Registrations

A. REGISTERED PATENTS

Patent No.	Country	App. No.	Filed	Issued	Owner
D419888	USA	29094626	10/06/1998	02/01/2000	Parlux Fragrances, Inc.
D458143	USA	29135028	01/03/2001	06/04/2002	Parlux Fragrances, Inc.
D459210	USA	29142934	06/04/2001	06/25/2002	Parlux Fragrances, Inc.
D459211	USA	29142965	06/04/2001	06/25/2002	Parlux Fragrances, Inc.
D488058	USA	29181642	05/14/2003	04/06/2004	Parlux Fragrances, Inc.
D548095	USA	29241909	11/01/2005	08/07/2007	Parlux Fragrances, Inc.
D584960	USA	29320240	06/24/2008	01/20/2009	Parlux Fragrances, Inc.
D518382	USA	29213979	09/23/2004	04/04/2006	Parlux Fragrances, Inc.
D564898	USA	29268265	11/02/2006	03/25/2008	Parlux Fragrances, Inc.
D566575	USA	29280137	05/17/2007	04/15/2008	Parlux Fragrances, Inc.
D570690	USA	29285686	04/05/2007	06/10/2008	Parlux Fragrances, Inc.
D588457	USA	29280134	05/17/2007	03/17/2009	Parlux Fragrances, Inc.
D609575	USA	29338134	06/04/2009	02/09/2010	Parlux Fragrances, Inc.

B. PATENT APPLICATIONS

NONE.

C. IP LICENSES

NONE.