

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT4649962

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| PARLUX FRAGRANCES, LLC | 10/11/2017 |
| RECEIVING PARTY DATA | |
| Name: | WELLS FARGO BANK, NATIONAL ASSOCIATION |
| Street Address: | ONE BOSTON PLACE, 18TH FLOOR |
| City: | BOSTON |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02108 |
| PROPERTY NUMBERS Total: 11 | |
| Property Type | Number |
| Patent Number: | D643735 |
| Patent Number: | D564898 |
| Patent Number: | D566575 |
| Patent Number: | D570690 |
| Patent Number: | D584960 |
| Patent Number: | D699586 |
| Patent Number: | D488058 |
| Patent Number: | D518382 |
| Patent Number: | D548095 |
| Patent Number: | D609575 |
| Patent Number: | D588457 |
| 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 |

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|--------------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | F173204 PARLUX |
| NAME OF SUBMITTER: | JOANNE BL ARNOLD |
| SIGNATURE: | /Joanne BL Arnold/ |
| DATE SIGNED: | 10/20/2017 |

Total Attachments: 7

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AMENDED AND RESTATED GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS

THIS AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (this "Agreement"), dated as of October 11, 2017, is by and between PARLUX FRAGRANCES, LLC, a Delaware limited liability company (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 Patents, dated April 18, 2012 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Existing Patent Agreement") recorded with the United States Patent and Trademark Office on August 23, 2013 at Reel 031282, Frame 0587, and pursuant to which Grantor granted to Grantee a security interest in all of its right, title and interest in and to certain patents 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 Patent 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 Patent 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 patents issued or assigned to and all patent applications made by Grantor (whether established or registered or recorded in the United States or any other country or any political subdivision thereof), including, without limitation, those patents and patent 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 patents, (b) inventions and improvements described and claimed therein, (c) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (d) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (e) rights corresponding thereto throughout the world, (f) rights to sue for past, present or future infringements thereof, (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 patents 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 "Patent 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 "Patent Collateral" shall not include, any Excluded Property.

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 Patent 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 Patent 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 Patent 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 Patent 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 Patent 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 Patent Agreement as in effect immediately prior to the effectiveness of this Agreement, (ii) such Obligations arising under or pursuant to the Existing Patent 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 Patent 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 Patent 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.

PARLUX FRAGRANCES, LLC,
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.

PARLUX FRAGRANCES, LLC,
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>Patents</u> | <u>Owner</u> | <u>Registration Date or Filing Date</u> | <u>Registration No. Or Application No.</u> |
|---------------------------------|---|---|--|
| "Bottle and Cap" | Parlux Fragrances, LLC as successor company to Parlux Fragrances, Inc. | August 23, 2011 | D643,735 |
| "Combined Bottle and Cap" | Parlux Fragrances, LLC as successor company to Parlux Fragrances, Inc. | March 25, 2008 | D564,898 |
| "Combined Container and Cap" | Parlux Fragrances, LLC as successor company to Parlux Fragrances, Inc. | April 15, 2008 | D566,575 |
| "Bottle and Cap" | Parlux Fragrances, LLC as successor company to Parlux Fragrances, Inc. | June 10, 2008 | D570,690 |
| "Combined Bottle and Cap" | Parlux Fragrances, LLC as successor company to Parlux Fragrances, Inc. | January 20, 2009 | D584,960 |
| "Combined Bottle and Cap" | Parlux Fragrances, LLC as successor company to Parlux Fragrances, Inc. | February 18, 2014 | D699,586 |
| "Bottle and Cap" | Parlux Fragrances, LLC as successor company to Parlux Fragrances, Inc. | April 6, 2004 | D488,058 |
| "Bottle and Cap" | Parlux Fragrances, LLC as successor company to Parlux Fragrances, Inc. | April 4, 2006 | D518,382 |
| "Bottle and Cap" | Parlux Fragrances, LLC as successor | August 7, 2007 | D548,095 |

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| | company to Parlux Fragrances, Inc. | | |
| “Combined Bottle and Cap” | Parlux Fragrances, LLC as successor company to Parlux Fragrances, Inc. | February 9, 2010 | D609,575 |
| “Decorative Cover for a Container” | Parlux Fragrances, LLC as successor company to Parlux Fragrances, Inc. | Mach 17, 2009 | D588,457 |