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orm PTO-1594 (Rev. 06/04)	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office	
	ORM COVER SHEET	
TRADEMA	ARKS ONLY	
To the director of the U. S. Patent and Trademark Office: Plea	se record the attached documents or the new address(es) below. 2. Name and address of receiving party(les)	
1. Name of conveying party(les)/Execution Date(s):	Yes (
Aladdin Fregrances, Inc.	Additional names, addresses, or citizenship attached?	
	Name: Wells Fargo Bank, National Association, as Agent	
	Internal Address:	
☐ Individual(s) ☐Association	Street Address:One Boston Place, 18th Floor	
☐General Partnership ☐LImited Partnership		
⊠Corporation-State	City: Boston	
Other:	State:MA	
Citizenship (see guidelines) New York	Country: USA Zip: 02108	
Execution Date(s) January 7, 2011		
Additional names of conveying parties attached? ☐Yes ☒ No	□ Association Citizenship <u>USA</u>	
3. Nature of conveyance:	General Partnership Citizenship	
☐ Assignment ☐ Merger	Limited Partnership Citizenship	
Security Agreement ☐ Change of Name	Corporation Citizenship	
Other	☐ Other ☐ Citizenship	
CI Otter	If assignee is not domiciled in the United States, a domestic representative designation is attached. [Yes No (Designations must be a separate document from assignment)	
4. Application number(s) or registration number(s) and idention A. Trademark Application No.(s) See Attached Schedule A	tification or description of the Trademark. □ B. Trademark Registration No.(s) See Attached Schedule A □ Additional sheet(s) attached? ☑ Yes □ No	
C. Identification or Description of Trademark(s) (and Filing Date	if Application or Registration Number is unknown)	
5. Name address of party to whom correspondence concerning document should be mailed: Name: Susan O'Brien	8. Total number of applications and registrations involved:	
Internal Address: UCC Direct Services	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \$ 40 -	
Street Address: 187 Wolf Road, Suite 101	Authorized to be charged to deposit account Enclosed	
City: Albany	8. Payment Information:	
State: <u>NY</u> Zip: <u>12205</u>	a. Credit Card Last 4 Numbers 5683 Expiration Date 70/13	
Phone Number: <u>800-342-3676</u>	Expiration Date /0/13	
Fax Number: 800-962-7049	b. Deposit Account Number	
Email Address: cls-udsalbany@wolterskluwers.com	Authorized User Name:	
9. Signature: Juliation Signature	i 0 / /	
Mercedes Farinas Name of Person Signing	Total number of pages including cover sheet, attachments, and document.	
Name of Paragrang		

Documents to be recorded (including cover sheet) should be faxed to (703) 308-8995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK REEL: 004454 FRAME: 0167

SCHEDULE A

MARK	REGISTRATION NUMBER/ APPLICATION NUMBER	REGISTRATION DATE/ APPLICATION DATE
LUTECE (Stylized)	1,965,064	April 2, 1996
MISCELLANEOUS DESIGN	1,537,886	May 9, 1989
RAFFINEE	1,264,630	January 24, 1984
SANTA FE	3,261,462	July 10 2007
SANTA FE	1,509,782	October 25, 1988
SANTA FE Bottle Design	3,113,402	July 11, 2006
MISCELLANEOUS DESIGN	1,524,108	February 14, 1989
SANTA FE Design	2,871,305	August 10, 2004
SANTA FE Design	3,261,461	July 10, 2007
		

1770469.1

TRADEMARK REEL: 004454 FRAME: 0168

GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, ALADDIN FRAGRANCES, INC., a New York corporation (the "Grantor"), hereby grants to WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent (in such capacity, the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, tradenames, trade styles and service marks and all trademark registrations and trademark applications and recordings (the "Marks") set forth on Schedule A attached hereto, (ii) all rights and privileges arising under applicable law with respect to Grantor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof, (iii) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (iv) the goodwill of the business symbolized by each of the Marks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Marks, (v) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Marks, (vi) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (vii) the right to sue for past, present and future infringements thereof, (viii) all rights corresponding thereto, (ix) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Grantor against third parties for past or future infringement of the Marks and (x) iv) all causes of action arising prior to or after the date hereof for unfair competition regarding the Marks.

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TRADEMARK
REEL: 004454 FRAME: 0169

THIS GRANT is made to secure the satisfactory performance and payment of all

the Secured Obligations of the Grantor, as such term is defined in the Security Agreement by,

among others, the Grantor and the Grantee, dated as of January 7, 2011 (as amended, modified,

restated and/or supplemented from time to time, the "Security Agreement"). The rights and

remedies of the 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 Grant are deemed to conflict with the Security Agreement,

the provisions of the Security Agreement shall govern.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the TM day of January, 2011. GRANTOR ALADDIN FRAORANCES, INC. Title: President and Chief Executive Officer GRANTEB WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent By: Name: Wai Y, Chong Title: Vice President Grant of Security Agreement - Trademark (Aladdin)

TRADEMARK
REEL: 004454 FRAME: 0171

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 21

day of January, 2011.

GRANTOR

ALADDIN FRAGRANCES, INC.

By: ____ Name: Michael W. Katz

Title: President and Chief Executive Officer

GRANTEE

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent

Name: Wai Y. Cheng

Title: Vice President

Grant of Security Agreement - Trademark (Aladdin)

TRADEMARK REEL: 004454 FRAME: 0172

RECORDED: 01/14/2011