Form PTO-1594 (Rev. 06/04) OMB Collection 0651-0027 (ex.p. 6/30/2005		United States Patent	ENT OF COMMERCE and Trademark Office
CAME Conection 0031-0027 (ex p. 0/30/2005	RECORDATION F	ORM COVER SHEET	
	TRADEM	ARKS ONLY	an'an' babur
To the director of the U.S. Pa	tent and Trademark Office: Plea	ase record the attached documents or the new address 2. Name and address of receiving party(les)	
Name of conveying party(ies)/Execution Date(s): Model Reorg Acquisition, LLC		Additional names, addresses, or citizenship attached?	☐ Yes
			⊠ No
		Name: Wells Famo Bank, National Association, as	Agent
		Internal	
Individual(s)	□ Association	Address:	
☐General Partnership	☐Limited Partnership	Street Address: One Boston Place, 18th Floor	
☐Corporation-State	Section of the second of the s	City: Boston	
⊠Other: <u>LLC</u>		State:MA	
Citizenship (see guidelines) <u>Delaware</u>		Country: <u>USA</u> Zip: <u>0210</u>	ne .
Execution Date(s) January 7, 2011		2.p. <u>92.5</u>	<u> </u>
Additional names of conveying parties attached? □ves ☒ 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	
		If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐Yes ☒ No	
		(Designations must be a separate document from	
4. Application number(s) or re A. Trademark Application No.(s)		itification or description of the Trademark. B. Trademark Registration No.(s) See Attached So	thedule A
MI 1000 400 AND		Additional sheet(s) attached?	X Yes □No
C. Identification or Description o	f Trademark(s) (and Filing Date	if Application or Registration Number is unknown)	
5. Name address of party to w	hom correspondence	6. Total number of applications and	, , , , , , , , , , , , , , , , , , ,
concerning document should be malled:		registrations involved:	3
Name: <u>Susan O'Brien</u>		7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$46 -	
Internal Address: UCC Direct Services		Authorized to be charged by credit card	
Street Address: 187 Wolf Road, Suite 101		Authorized to be charged to deposit account	
City: Albany		☐ Enclosed	
State: NY	Zip: <u>12205</u>	8. Payment Information:	VZ
		a. Credit Card Last 4 Numbers 4 Expiration Date /	5000
Phone Number: <u>800-342-3676</u>			0/10-
Fax Number: 800-962-7049		b. Deposit Account Number	
Email Address: cls-udsalbanvio	wolterskluwers, com/	Authorized User Name:	- D
	3 10 10 1	1.6	du —
9. Signature:	INIOUN AULO: Signature	<u>///6</u>	ete ete
	Mercedes Farinas	Total number of pages in sheet, attachments, and	icluding cover
- Commented to the comment of the co	Name of Person Signing	or took browning (to) drift	AND MINISTER M

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

SCHEDULE A

UNITED STATES

MARK	REGISTRATION NUMBER/ APPLICATION NUMBER	REGISTRATION DATE/ APPLICATION DATE
DELICIOUS	3,415,546	April 22, 2008
DELICIOUS FEELINGS	3,121,568	July 25, 2006
SO DELICIOUS	3,402,908	March 25, 2008

FOREIGN

COUNTRY	NAMPE	REGISTRATION NUMBER	REGISTRATION DATE
COUNTRY	MARK	APPLICATION NUMBER	APPLICATION DATE
Australia	DELICIOUS FEELINGS	1239355	August 18, 2004
Canada	DELICIOUS	TMA742355	June 19, 2009
Canada	DELICIOUS FEELINGS	TMA775108	August 20, 2010
Canada	DELICIOUS TEMPTATION GALE HAYMAN BEVERLY HILLS	1,446,966	
Canada	SO DELICIOUS	TMA744235	July 29, 2009
СТМ	DELICIOUS FEELINGS	4040184	
CTM	DELICIOUS TEMPTATION GALE HAYMAN BEVERLY HILLS	8471799	March 1, 2010
CTM	SO DELICIOUS	4040234	
Mexico	DELICIOUS	673732	
Mexico	DELICIOUS FEELINGS	890856	July 22, 2005
Mexico	SO DELICIOUS	890857	July 22, 2005

1776631.1

GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, MODEL REORG ACQUISITION, LLC, a Delaware limited liability company (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.

1776631.1

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.

1776631.1

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

day of January, 2011.

GRANTOR

MODEL REORG ACQUISITION, LLC

By PERFUMANIA HOLDINGS, INC.,

as sole member

Name: Michael W. Katz

Title: President and Chief Executive Officer

ORANTEE

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collatoral Agent

Name; Wai Y. Cheng Title: Vice President

Grant of Security Agreement - Trademark (Model)

day of January, 2011.

GRANTOR

MODEL REORG ACQUISITION, LLC

By PERFUMANIA HOLDINGS, INC., as sole member

Ву: _____

Name: Michael W. Katz

Title: President and Chief Executive Officer

GRANTEE

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent

Name: Wai Y. Chepg

Title: Vice President

Grant of Security Agreement - Trademark (Model)

TRADEMARK REEL: 004454 FRAME: 0178

RECORDED: 01/14/2011