

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449231

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ILEX CONSUMER PRODUCTS GROUP, LLC		06/30/2017	Limited Liability Company: MARYLAND
PARFUMS DE COEUR, LTD.		06/30/2017	Corporation: CONNECTICUT
PDC MBE HOLDINGS, LLC		06/30/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	NOMURA CORPORATE FUNDING AMERICAS, LLC, as administrative agent and collateral agent
Street Address:	309 West 49th Street
Internal Address:	5th Floor
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Serial Number:	85832253	AGELESS BATH
Serial Number:	78836764	TAKE ME AWAY!
Serial Number:	76131243	THE HEALING GARDEN
Serial Number:	75318509	TAKE ME AWAY!
Serial Number:	75243429	GREEN TEATHERAPHY
Serial Number:	86649913	PIPER'S PERFUMERY
Serial Number:	73324762	NINJA
Serial Number:	86613440	HEROIC
Serial Number:	77771404	BODYCOLOGY
Serial Number:	78460263	CANTU
Serial Number:	74149686	BODYCOLOGY
Serial Number:	77314208	KING
Serial Number:	87365285	DR TEAL'S. JUST BE.
Serial Number:	86460094	DR TEAL'S

CH \$1265.00 85832253

Property Type	Number	Word Mark
Serial Number:	86978867	PDC BRANDS BEAUTY & WELLNESS
Serial Number:	86978868	PDC BRANDS
Serial Number:	86191659	DARK ICE
Serial Number:	85869560	PARFUMS DE COEUR
Serial Number:	85742957	U YOU
Serial Number:	85740925	DESIGNER QUALITY FRAGRANCES, NOT DESIGNE
Serial Number:	85740928	SENSUAL FANTASIES
Serial Number:	85664124	AVIANCE
Serial Number:	85664121	I WANT YOUR BOD
Serial Number:	85664147	WANNA PLAY?
Serial Number:	85209055	FIREWORKS
Serial Number:	85209063	SLOW DANCE
Serial Number:	85208824	2 HOT
Serial Number:	77554070	SEXIEST FANTASIES
Serial Number:	77492252	GAME CHANGER
Serial Number:	78364891	HIS SEXIEST MUSKS
Serial Number:	86578171	CANTU
Serial Number:	85664110	SKIN MUSK
Serial Number:	78411824	DR TEAL'S
Serial Number:	78047042	BOD MAN
Serial Number:	78045534	REALLY RIPPED ABS
Serial Number:	75737335	BOD
Serial Number:	75527582	FRESH WHITE MUSK FANTASY
Serial Number:	75370778	JUICE BAR
Serial Number:	75198019	FRESH & PRETTY
Serial Number:	75168234	BODY FANTASIES
Serial Number:	74547764	WIND SONG
Serial Number:	74511219	A LITTLE SEXY
Serial Number:	74322729	MALIBU MUSK
Serial Number:	74094454	PRIMO!
Serial Number:	74093894	PARFUMS DE COEUR
Serial Number:	73743809	DESIGNER IMPOSTERS
Serial Number:	73048228	BABE
Serial Number:	71368352	PRINCE MATCHABELLI
Serial Number:	77437177	ME! BATH
Serial Number:	77326452	BATH ICE CREAM

CORRESPONDENCE DATA

**TRADEMARK
REEL: 006194 FRAME: 0224**

Fax Number:

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: 6463667120
Email: iprecordations@whitecase.com
Correspondent Name: DANIEL GOLD/WHITE & CASE LLP
Address Line 1: 1221 AVENUE OF THE AMERICAS
Address Line 4: NEW YORK, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1148721-0002-N997
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NAME OF SUBMITTER:	Daniel Gold
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SIGNATURE:	/Daniel Gold/
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DATE SIGNED:	10/31/2017
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of June 30, 2017, by ILEX CONSUMER PRODUCTS GROUP, LLC (a Maryland limited liability company), PARFUMS DE COEUR, LTD. (a Connecticut corporation), and PDC MBE HOLDINGS, LLC (a Delaware limited liability company) (each, individually, a “**Grantor**” and, collectively, the “**Grantors**”), in favor of NOMURA CORPORATE FUNDING AMERICAS, LLC, in its capacity as administrative agent and collateral agent (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain First Lien Guarantee and Collateral Agreement dated as of June 30, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in or to any and all of the following Intellectual Property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of

an “intent-to-use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I;

- (b) all goodwill associated therewith or symbolized thereby;
- (c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and
- (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

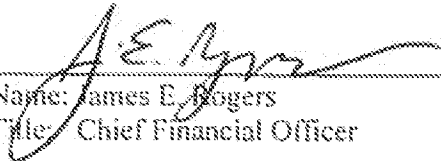
[Signature page follows]

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

ILEX CONSUMER PRODUCTS GROUP, LLC,
as a Grantor

By: 
Name: James E. Rogers
Title: Vice President

PARFUMS DE COEUR, LTD.,
as a Grantor

By: 
Name: James E. Rogers
Title: Chief Financial Officer

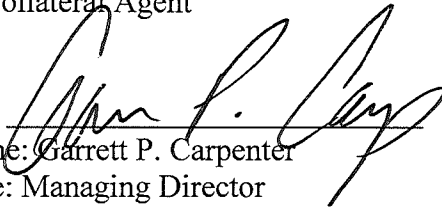
PDC MBE HOLDINGS, LLC, as a Grantor
By: Parfums de Coeur, Ltd., its Sole Member

By: 
Name: James E. Rogers
Title: Chief Financial Officer

[Signature page to Trademark Security Agreement]

Accepted and Agreed:
NOMURA CORPORATE FUNDING AMERICAS, LLC,
as Collateral Agent

By:


Name: Garrett P. Carpenter

Title: Managing Director

[Signature page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

1. ILEX CONSUMER PRODUCTS GROUP, LLC

No.	Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
1.	AGELESS BATH	ILEX CONSUMER PRODUCTS GROUP, LLC	85832253	25-Jan-13	4402936	17-Sep-13
2.	TAKE ME AWAY!	ILEX CONSUMER PRODUCTS GROUP, LLC	78836764	14-Mar-06	3253315	19-Jun-07
3.	THE HEALING GARDEN	ILEX CONSUMER PRODUCTS GROUP, LLC	76131243	19-Sep-00	2490666	18-Sep-01
4.	TAKE ME AWAY!	ILEX CONSUMER PRODUCTS GROUP, LLC	75318509	13-Jun-97	2193508	6-Oct-98
5.	GREEN TEATHERAPHY	ILEX CONSUMER PRODUCTS GROUP, LLC	75243429	18-Feb-97	2234974	23-Mar-99

2. PARFUMS DE COEUR, LTD.

No.	Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
1.	PIPER'S PERFUMERY	PARFUMS DE COEUR LTD.	86649913	3-Jun-15	4897987	9-Feb-16
2.	NINJA	PARFUMS DE COEUR LTD.	73324762	24-Aug-81	1240781	7-Jun-83
3.	HEROIC	PARFUMS DE COEUR, LTD	86613440	29-Apr-15	5138165	7-Feb-17
4.	BODYCOLOGY	PARFUMS DE COEUR, LTD	77771404	30-Jun-09	3816707	13-Jul-10
5.	CANTU	PARFUMS DE COEUR, LTD	78460263	2-Aug-04	3020240	29-Nov-05
6.	BODYCOLOGY	PARFUMS DE COEUR, LTD	74149686	20-Mar-91	1719286	22-Sep-92

No.	Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
7.	KING	PARFUMS DE COEUR, LTD.	77314208	26-Oct-07	4198691	28-Aug-12
8.	DR TEAL'S. JUST BE.	PARFUMS DE COEUR, LTD.	87365285	9-Mar-17	N/A	N/A
9.	DR TEAL'S	PARFUMS DE COEUR, LTD.	86460094	20-Nov-14	4928530	29-Mar-16
10.	PDC BRANDS BEAUTY & WELLNESS	PARFUMS DE COEUR, LTD.	86978867	29-Oct-14	4985448	21-Jun-16
11.	PDC BRANDS	PARFUMS DE COEUR, LTD.	86978868	20-Aug-14	4985449	21-Jun-16
12.	DARK ICE	PARFUMS DE COEUR, LTD.	86191659	12-Feb-14	4736388	12-May-15
13.	PARFUMS DE COEUR	PARFUMS DE COEUR, LTD.	85869560	7-Mar-13	4418212	15-Oct-13
14.	U YOU	PARFUMS DE COEUR, LTD.	85742957	1-Oct-12	4449936	17-Dec-13
15.	DESIGNER QUALITY FRAGRANCES, NOT DESIGNER PRICES	PARFUMS DE COEUR, LTD.	85740925	28-Sep-12	4357142	25-Jun-13
16.	SENSUAL FANTASIES	PARFUMS DE COEUR, LTD.	85740928	28-Sep-12	4338626	21-May-13
17.	AVIANCE	PARFUMS DE COEUR, LTD.	85664124	28-Jun-12	4254129	4-Dec-12
18.	I WANT YOUR BOD	PARFUMS DE COEUR, LTD.	85664121	28-Jun-12	4254128	4-Dec-12
19.	WANNA PLAY?	PARFUMS DE COEUR, LTD.	85664147	28-Jun-12	4320177	16-Apr-13
20.	FIREWORKS	PARFUMS DE COEUR, LTD.	85209055	3-Jan-11	4199276	28-Aug-12
21.	SLOW DANCE	PARFUMS DE COEUR, LTD.	85209063	3-Jan-11	4199277	28-Aug-12
22.	2 HOT	PARFUMS DE COEUR, LTD.	85208824	2-Jan-11	3997878	19-Jul-11

No.	Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
23.	SEXIEST FANTASIES	PARFUMS DE COEUR, LTD.	77554070	22-Aug-08	3811520	29-Jun-10
24.	GAME CHANGER	PARFUMS DE COEUR, LTD.	77492252	5-Jun-08	3690270	29-Sep-09
25.	HIS SEXIEST MUSKS	PARFUMS DE COEUR, LTD.	78364891	9-Feb-04	3349300	4-Dec-07
26.	CANTU	PARFUMS DE COEUR, LTD.	86578171	26-Mar-15	4907439	1-Mar-16
27.	SKIN MUSK	PARFUMS DE COEUR, LTD.	85664110	28-Jun-12	4288944	12-Feb-13
28.	DR TEAL'S	PARFUMS DE COEUR, LTD.	78411824	1-May-04	2964101	28-Jun-05
29.	BOD MAN	PARFUMS DE COEUR, LTD.	78047042	7-Feb-01	2571581	21-May-02
30.	REALLY RIPPED ABS	PARFUMS DE COEUR, LTD.	78045534	30-Jan-01	2504799	6-Nov-01
31.	BOD	PARFUMS DE COEUR, LTD.	75737335	25-Jun-99	2398731	24-Oct-00
32.	FRESH WHITE MUSK FANTASY	PARFUMS DE COEUR, LTD.	75527582	14-Jul-98	2246266	18-May-99
33.	JUICE BAR	PARFUMS DE COEUR, LTD.	75370778	9-Oct-97	2203342	10-Nov-98
34.	FRESH & PRETTY	PARFUMS DE COEUR, LTD.	75198019	14-Nov-96	2173799	14-Jul-98
35.	BODY FANTASIES	PARFUMS DE COEUR, LTD.	75168234	18-Sep-96	2104321	7-Oct-97
36.	WIND SONG	PARFUMS DE COEUR, LTD.	74547764	11-Jul-94	1908060	1-Aug-95
37.	A LITTLE SEXY	PARFUMS DE COEUR, LTD.	74511219	11-Apr-94	1885771	28-Mar-95
38.	MALIBU MUSK	PARFUMS DE COEUR, LTD.	74322729	16-Oct-92	1790042	31-Aug-93
39.	PRIMO!	PARFUMS DE COEUR, LTD.	74094454	6-Sep-90	1652860	6-Aug-91
40.	PARFUMS DE COEUR	PARFUMS DE COEUR, LTD.	74093894	4-Sep-90	1653415	13-Aug-91

No.	Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
41.	DESIGNER IMPOSTERS	PARFUMS DE COEUR, LTD.	73743809	3-Aug-88	1678197	10-Mar-92
42.	BABE	PARFUMS DE COEUR, LTD.	73048228	31-Mar-75	1066536	31-May-77
43.	PRINCE MATCHABELLI	PARFUMS DE COEUR, LTD.	71368352	15-Aug-35	334867	19-May-36

3. PDC MBE HOLDINGS, LLC

No.	Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
1.	ME! BATH	PDC MBE HOLDINGS, LLC	77437177	1-Apr-08	3527221	4-Nov-08
2.	BATH ICE CREAM	PDC MBE HOLDINGS, LLC	77326452	9-Nov-07	3479678	5-Aug-08