

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350836

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
REVLON CONSUMER PRODUCTS CORPORATION		07/31/2015	CORPORATION: DELAWARE
BEAUTYGE BRANDS USA, INC.		07/31/2015	CORPORATION: DELAWARE
CREATIVE NAIL DESIGN, INC.		07/31/2015	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	CITICORP USA, INC.
Street Address:	388 GREENWICH STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Serial Number:	86173487	CHIP DEFIANT
Serial Number:	86176438	REVLON COLORSTAY GEL ENVY DIAMOND TOP CO
Serial Number:	86210352	REVLON ULTRA HD
Serial Number:	86269785	REVLON LUMINOUS PLATINUM POWDER
Serial Number:	86084623	REVLON PHOTOREADY EYE ART
Serial Number:	86560280	SINFULCOLORS COLOR OUTSIDE THE LINES
Serial Number:	86664450	MITCHUM SENSITIVESKIN
Serial Number:	86665041	PURE ICE SHINE
Serial Number:	86666626	REVLON MEN'S SERIES
Serial Number:	86670773	KISS CUBE
Serial Number:	86619552	GROOM TO WIN
Serial Number:	86621181	WHERE THERE'S MAN THERE'S CREW
Serial Number:	85778785	CND C
Serial Number:	86460324	C
Serial Number:	86516526	CUCUMBER HEEL THERAPY

CH \$565.00 86173487

Property Type	Number	Word Mark
Serial Number:	86539895	XPRESS5
Serial Number:	86540562	CND C SHELLAC XPRESS5
Serial Number:	86540570	CND SHELLAC XPRESS5
Serial Number:	86551780	COLORHITS BY CND C
Serial Number:	86589143	CND C LED 3C TECHNOLOGY COMPLETE CHROMAT
Serial Number:	86600882	CND C CREATIVE PLAY
Serial Number:	86627768	CND C CREATIVE PLAY

CORRESPONDENCE DATA

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.

Email: cmeredithgoujon@paulweiss.com, dewilliams@paulweiss.com

Correspondent Name: Claudine Meredith-Goujon

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	2500-350
NAME OF SUBMITTER:	Claudine Meredith-Goujon
SIGNATURE:	/Claudine Meredith-Goujon/
DATE SIGNED:	08/09/2015

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT, dated as of July 31, 2015, by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Citicorp USA, Inc. ("Citicorp"), as collateral agent for the Secured Parties (as defined in the Credit Agreements referred to below) (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Company, certain of its subsidiaries, the lenders (the "Multi-Currency Lenders") and issuing lenders (the "Issuing Lenders") party thereto, Citicorp, as administrative agent for the Multi-Currency Lenders and Issuing Lenders (the "Multi-Currency Administrative Agent"), and the Collateral Agent, are parties to the Third Amended and Restated Revolving Credit Agreement, dated as of June 16, 2011 (as such agreement has been or may be amended, restated, supplemented, renewed or otherwise modified from time to time, together with any other agreements pursuant to which any such Indebtedness or any commitments, obligations, costs, expenses, fees, reimbursements, indemnities or other obligations payable or owing thereunder may be refinanced, restructured, renewed, extended, increased, refunded or replaced, the "Multi-Currency Credit Agreement");

WHEREAS, the Company, the lenders (the "Term Loan Lenders"; together with the Multi-Currency Lenders and the Issuing Lenders, the "Lenders") party thereto, Citicorp, as administrative agent for the Term Loan Lenders (the "Term Loan Administrative Agent", and together with the Multi-Currency Administrative Agent, the "Administrative Agents"), and the Collateral Agent (together with the Administrative Agents, the "Agents"), are parties to the Third Amended and Restated Term Loan Agreement, dated as of May 19, 2011 (as such agreement has been or may be amended, restated, supplemented, renewed or otherwise modified from time to time, together with any other agreements pursuant to which any such Indebtedness or any commitments, obligations, costs, expenses, fees, reimbursements, indemnities or other obligations payable or owing thereunder may be refinanced, restructured, renewed, extended, increased, refunded or replaced, the "Term Loan Agreement", and together with the Multi-Currency Credit Agreement, the "Credit Agreements"); and

WHEREAS, all the Grantors are party to a Third Amended and Restated Pledge and Security Agreement, dated as of March 11, 2010, in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Administrative Agents and the Collateral Agent to enter into the Credit Agreements, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreements or in the Security Agreement and used herein have the meaning given to them in the Credit Agreements or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Security Agreement) of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties (as defined in the Security Agreement), and grants to the Collateral 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 "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

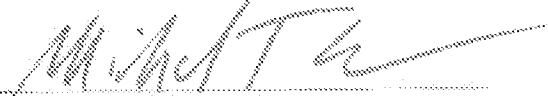
Section 3. Security Agreement

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests 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.

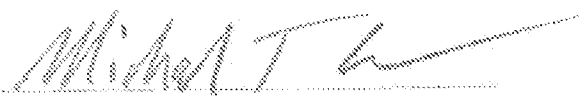
[SIGNATURE PAGES FOLLOW]

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.

REVLON CONSUMER PRODUCTS CORPORATION,
as Grantor

By: 
Michael T. Sheehan
Senior Vice President, Deputy General Counsel & Secretary

BEAUTYGE BRANDS USA, INC.,
as Grantor

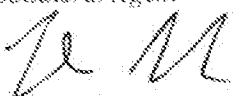
By: 
Michael T. Sheehan
Vice President & Assistant Secretary

CREATIVE NAIL DESIGN, INC.,
as Grantor

By: 
Michael T. Sheehan
Vice President & Assistant Secretary

ACCEPTED AND AGREED
as of the date first above written:


CITICORP USA, INC.,
as Collateral Agent

By: 
Name: Thomas M. Halsch
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

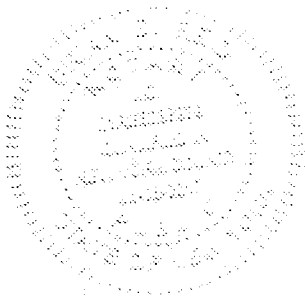
STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 3 day of August, 2015 before me personally appeared Michael T. Sheehan, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Revlon Consumer Products Corporation, Beautyge Brands USA, Inc. and Creative Nail Design, Inc., who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.



Notary Public

BRIAN D. REID
Notary Public, State of New York
No. 0186028839
Qualified in New York County
Commission Expires Aug. 5, 2017



SCHEDULE I

REVLON CONSUMER PRODUCTS CORPORATION
U.S. Trademark Registrations

January 1, 2015 through June 30, 2015

CHIP DEFIANT

Application No:	86173487	Filed:	1/23/2014
Registration No.:	4697101	Registered:	3/3/2015

REVLON COLORSTAY GEL ENVY DIAMOND TOP COAT

Application No:	86176438	Filed:	1/27/2014
Registration No.:	4744636	Registered:	5/26/2015

REVLON ULTRA HD

Application No:	86210352	Filed:	3/4/2014
Registration No.:	4744801	Registered:	5/26/2015

REVLON LUMINOUS PLATINUM POWDER

Application No:	86269785	Filed:	5/2/2014
Registration No.:	4761628	Registered:	6/23/2015

REVLON PHOTOREADY EYE ART

Application No:	86084623	Filed:	10/7/2013
Registration No.:	4761005	Registered:	6/23/2015

SCHEDULE I (Continued)

REVLON CONSUMER PRODUCTS CORPORATION
U.S. Trademark Applications

January 1, 2015 through June 30, 2015

SINFULCOLORS COLOR OUTSIDE THE LINES

Application No: 86560280 Filed: 3/11/2015

MITCHUM SENSITIVESKIN

Application No: 86664450 Filed: 6/16/2015

PURE ICE SHINE Logo with Star Design

Application No: 86665041 Filed: 6/17/2015

REVLON MEN'S SERIES

Application No: 86666626 Filed: 6/18/2015

KISS CUBE

Application No: 86670773 Filed: 6/23/2015

SCHEDULE I (Continued)

**BEAUTYGE BRANDS USA, INC.
U.S. Trademark Applications**

January 1, 2015 through June 30, 2015

GROOM TO WIN

Application No:

86619552

Filed: 5/5/2015

WHERE THERE'S MAN THERE'S CREW

Application No:

86621181

Filed: 5/6/2015

SCHEDULE I (Continued)

**CREATIVE NAIL DESIGN, INC.
U.S. Trademark Registrations**

January 1, 2015 through June 30, 2015

CND C & Design

Application No: 85778785
Registration No.: 4716871

Filed: 11/14/2012
Registered: 4/7/2015

C Stylized

Application No: 86460324
Registration No.: 4731635

Filed: 11/20/2014
Registered: 5/5/2015

SCHEDULE I (Continued)

**CREATIVE NAIL DESIGN, INC.
U.S. Trademark Applications**

January 1, 2015 through June 30, 2015

CUCUMBER HEEL THERAPY

Application No: 86516526 Filed: 1/28/2015

XPRESS5

Application No: 86539895 Filed: 2/19/2015

CND C SHELLAC EXPRESS5

Application No: 86540562 Filed: 2/20/2015

CND SHELLAC EXPRESS5

Application No: 86540570 Filed: 2/20/2015

COLORHITS BY CND C Logo

Application No: 86551780 Filed: 3/3/2015

CND C LED 3C TECHNOLOGY COMPLETE CHROMATIC CURE Design

Application No: 86589143 Filed: 4/7/2015

CND C CREATIVE PLAY & Splash Design

Application No: 86600882 Filed: 4/17/2015

CND C CREATIVE PLAY Logo

Application No: 86627768 Filed: 5/13/2015