

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM371844

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
REVLON CONSUMER PRODUCTS CORPORATION		01/29/2016	CORPORATION: DELAWARE
BEAUTYGE BRANDS USA, INC.		01/29/2016	CORPORATION: DELAWARE
CREATIVE NAIL DESIGN, INC.		01/29/2016	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	CITICORP USA, INC.
<b>Street Address:</b>	390 Greenwich Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10013
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 33**

Property Type	Number	Word Mark
<b>Registration Number:</b>	4778617	SHADESMART TECHNOLOGY
<b>Registration Number:</b>	4787287	ALMAY SIMPLY AMERICAN
<b>Registration Number:</b>	4787266	NO TEXT RED
<b>Registration Number:</b>	4787263	PLAY WITH COLOR
<b>Registration Number:</b>	4791690	ALMAY SMART SHADE BUTTER KISS
<b>Registration Number:</b>	4791515	LOVE IS ON
<b>Registration Number:</b>	4791517	REVLON LOVE IS ON
<b>Registration Number:</b>	4800716	REVLON COLOR EFFECTS
<b>Registration Number:</b>	4842179	ALMAY INTENSE I-COLOR EVENING SMOKY
<b>Registration Number:</b>	4842182	ALMAY INTENSE I-COLOR EVERYDAY NEUTRALS
<b>Registration Number:</b>	4871452	REVLON TRANSFORMING EFFECTS
<b>Registration Number:</b>	4792078	OFFLY FAST
<b>Registration Number:</b>	4791974	RESCUERXX
<b>Registration Number:</b>	4810820	SHELLAC
<b>Registration Number:</b>	4848017	CND C SHELLAC XPRESS5

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Property Type	Number	Word Mark
Registration Number:	4848016	XPRESS5
Registration Number:	4852821	CND C LED 3C TECHNOLOGY COMPLETE CHROMAT
Serial Number:	86686166	OWN YOUR SEXY
Serial Number:	86689297	REVLON EYES, CHEEKS + LIPS
Serial Number:	86701577	REVLON SALON MASTERS
Serial Number:	86707071	LOVE IS ON
Serial Number:	86712501	ROMANTIC NUDES
Serial Number:	86716940	ALMAY THE COMPLETE LOOK
Serial Number:	86720152	MITCHUM DRY
Serial Number:	86724044	MAXO
Serial Number:	86732398	M ADVANCED CONTROL
Serial Number:	86749692	REVLON LOVE IS ON MILLION DOLLAR CHALLENGE
Serial Number:	86763201	REVLON SALON STARS
Serial Number:	86797297	TRANSFORMING EFFECTS
Serial Number:	86799054	TOP SPEED
Serial Number:	86831776	AMERICAN CREW SHAVING SKINCARE
Serial Number:	86818161	MATCH XPERT
Serial Number:	86818386	RIDGEFX

**CORRESPONDENCE DATA**

Fax Number: 2123108007

*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: 212.310.8104

Email: juan.arias@weil.com

Correspondent Name: Justina Chen

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	35899.0185.JUSTINA CHEN
NAME OF SUBMITTER:	Justina Chen
SIGNATURE:	/Justina Chen/
DATE SIGNED:	02/03/2016

**Total Attachments: 10**

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**TRADEMARK SECURITY AGREEMENT**, dated as of January 29, 2016, 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 I. 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:

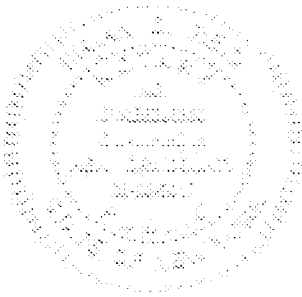
CITICORP USA, INC.,  
*as Collateral Agent*

By: \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGMENT OF GRANTOR

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

On this 22 day of January, 2016 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 said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



*Brian D. Reid*  
\_\_\_\_\_  
Notary Public

BRIAN D. REID  
Notary Public, State of New York  
No. 01RE5266838  
Qualified in New York County  
Commission Expires Aug. 5, 2017

SCHEDULE I

REVLON CONSUMER PRODUCTS CORPORATION  
U.S. Trademark Registrations

July 1, 2015 through December 31, 2015

**SHADESMART TECHNOLOGY**

Application No:	86285911	Filed:	5/20/2014
Registration No.:	4778617	Registered:	7/21/2015

**ALMAY SIMPLY AMERICAN**

Application No:	86349578	Filed:	7/28/2014
Registration No.:	4787287	Registered:	8/4/2015

**NO TEXT RED**

Application No:	86341004	Filed:	7/18/2014
Registration No.:	4787266	Registered:	8/4/2015

**PLAY WITH COLOR**

Application No:	86340351	Filed:	7/17/2014
Registration No.:	4787263	Registered:	8/4/2015

**ALMAY SMART SHADE BUTTER KISS**

Application No:	86289315	Filed:	5/22/2014
Registration No.:	4791690	Registered:	8/11/2015

**LOVE IS ON**

Application No:	86249880	Filed:	4/11/2014
Registration No:	4791515	Registered:	8/11/2015

**REVLON LOVE IS ON**

Application No:	86250275	Filed:	4/11/2014
Registration No:	4791517	Registered:	8/11/2015

**REVLON COLOR EFFECTS**

Application No:	86288619	Filed:	5/22/2014
Registration No:	4800716	Registered:	8/25/2015

**ALMAY INTENSE I-COLOR EVENING SMOKY**

Application No:	86282057	Filed:	5/14/2014
Registration No:	4842179	Registered:	10/27/2015

**ALMAY INTENSE I-COLOR EVERYDAY NEUTRALS**

Application No:	86284607	Filed:	5/19/2014
Registration No:	4842182	Registered:	10/27/2015



SCHEDULE I (Continued)

REVLON CONSUMER PRODUCTS CORPORATION  
U.S. Trademark Registrations

July 1, 2015 through December 31, 2015

REVLON TRANFORMING EFFECTS

Application No: 86291896

Filed: 5/27/2014

Registration No: 4871452

Registered: 12/15/2015

SCHEDULE I (Continued)

REVLON CONSUMER PRODUCTS CORPORATION  
U.S. Trademark Applications

July 1, 2015 through December 31, 2015

**OWN YOUR SEXY**

Application No: 86686166 Filed: 7/8/2015

**REVLON EYES, CHEEKS + LIPS**

Application No: 86689297 Filed: 7/10/2015

**REVLON SALON MASTERS**

Application No: 86701577 Filed: 7/22/2015

**LOVE IS ON**

Application No: 86707071 Filed: 7/28/2015

**ROMANTIC NUDES**

Application No: 86712501 Filed: 8/3/2015

**ALMAY THE COMPLETE LOOK**

Application No: 86716940 Filed: 8/6/2015

**MITCHUM DRY**

Application No: 86720152 Filed: 8/10/2015

**MAXO with O as a Circle & Arrow Design**

Application No: 86724044 Filed: 8/13/2015

**M ADVANCED CONTROL & Shield Design**

Application No: 86732398 Filed: 8/21/2015

**REVLON LOVE IS ON MILLION DOLLAR CHALLENGE**

Application No: 86749692 Filed: 9/8/2015

**REVLON SALON STARS**

Application No: 86763201 Filed: 9/21/2015

**TRANSFORMING EFFECTS**

Application No: 86797297 Filed: 10/23/2015

**TOP SPEED & DESIGN**

Application No: 86799054 Filed: 10/26/2015

SCHEDULE I (Continued)

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

July 1, 2015 through December 31, 2015

AMERICAN CREW SHAVING SKINCARE & Design

Application No: 86831776

Filed: 11/25/2015

SCHEDULE I (Continued)

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

July 1, 2015 through December 31, 2015

**OFFLY FAST**

Application No:	86447906	Filed:	11/7/2014
Registration No.:	4792078	Registered:	8/11/2015

**RESCUERXX**

Application No:	86397318	Filed:	9/17/2014
Registration No.:	4791974	Registered:	8/11/2015

**SHELLAC**

Application No:	86012783	Filed:	7/17/2013
Registration No:	4810820	Registered:	9/15/2015

**CND C SHELLAC XPRESS5**

Application No:	86540562	Filed:	2/20/2015
Registration No:	4848017	Registered:	11/3/2015

**XPRESS5**

Application No:	86539895	Filed:	02/19/2015
Registration No:	4848016	Registered:	11/3/2015

**CND C LED 3C TECHNOLOGY COMPLETE CHROMATIC CURE & Design**

Application No:	86589143	Filed:	4/7/2015
Registration No:	4852821	Registered:	11/10/2015

SCHEDULE I (Continued)

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

July 1, 2015 through December 31, 2015

**MATCH XPERT**

Application No:

86818161

Filed: 11/12/2015

**RIDGEFX**

Application No:

86818386

Filed: 11/12/2015