

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401542

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Patriot Capital II, L.P.		10/03/2016	Limited Partnership:
RECEIVING PARTY DATA			
Name:	Cutex Nails, LLC (care of Revlon Consumer Products Corporation)		
Street Address:	One New York Plaza		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	Limited Liability Company: MISSOURI		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	0124134	CUTEX	
Registration Number:	2511752	CUTEX	
Registration Number:	3581236	CUTEX	
Registration Number:	0442549	CUTEX	
Registration Number:	3024694	CUTEX	
Registration Number:	2554788	CUTEX	
Registration Number:	2495696	CUTEX	
Registration Number:	3024577	CUTEX ESSENTIAL CARE TWISTER	
Registration Number:	2016204	CUTEX QUICK AND GENTLE	
Registration Number:	2657298	ESSENTIAL CARE	
Registration Number:	3024695	ESSENTIAL CARE	
Registration Number:	2469324	NO SPILLS! NO MESS! JUST PRESS!	
Registration Number:	2469321	NO SPILLS! NO MESS! JUST WIPE!	
Registration Number:	3440270	TWISTER	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Email:	vmann@paulweiss.com, aspoto@paulweiss.com		

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Correspondent Name: Virginia Mann
Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP
Address Line 2: 1285 Avenue of the Americas
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 002500-00355

NAME OF SUBMITTER: Virginia F. Mann

SIGNATURE: /Virginia F. Mann/

DATE SIGNED: 10/11/2016

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of October 3, 2016, by PATRIOT CAPITAL II, L.P. (the “Secured Party”) in favor of CUTEX NAILS, LLC (the “Grantor”).

WHEREAS, reference is made to: (i) certain financial accommodations that were made to Cutex Brands, LLC, and (ii) an Investment Agreement dated as of August 31, 2010 (the “Investment Agreement”);

WHEREAS, reference is made to that certain Grant of Security Interest in Trademarks, dated as of August 31, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) made by the Grantor in favor of the Secured Party, which was recorded with the United States Patent and Trademark Office (“USPTO”) on October 14, 2010 at Reel/Frame No. 4296/0324;

WHEREAS, in order to secure the payment and performance of all obligations pursuant to the Investment Agreement, and any and all other loan agreements, notes, bonds, debentures, warrants, guarantees, drafts, undertakings, instruments, documents, security agreements, UCC financing statements, certificates, and modifications and amendments in connection therewith, the parties entered into the Trademark Security Agreement;

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor granted the Secured Party a security interest (the “Security Interest”) in all of Grantor’s now-existing or hereafter acquired right, title and interest in and to all unregistered and registered trademarks and trademark applications in the United States of America and all foreign countries thereto, including without limitation, the trademarks and trademark applications identified on Exhibit A herein, and all renewals, extensions and substitutions thereof (the “Trademarks”); any and all goodwill of Grantor’s business symbolized by or associated with the Trademarks; and any and all proceeds thereof, including without limitation, any claims by Grantor against third parties for infringement of the Trademarks (collectively, the “Trademark Collateral”); and

WHEREAS, the Grantor has requested that the Secured Party terminate and release its lien on, and security interest in and to, the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Secured Party agrees as follows.

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Trademark Security Agreement or Investment Agreement as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Trademark Security Agreement).

SECTION 2. Release of Security Interest. The Secured Party does hereby release, relinquish and discharge its security interest in, and right of setoff against, all of the Grantor’s right, title and interest in, to and under the Trademark Collateral and all of the goodwill of the business connected with the use of, and symbolized by the Trademark Collateral,

and assigns, transfers and conveys to Grantor any interest in such intellectual property, including the Security Interest and any other liens.

SECTION 3. Purpose. This Release has been executed and delivered by the Secured Party for the purpose of recording this Release with the USPTO.

SECTION 4. Further Assurances. The Secured Party hereby authorizes the Grantor authorized representative to (i) record this Release with the USPTO, and/or (ii) otherwise record or file this Release in the applicable governmental office or agency. The Secured Party further agrees to execute and deliver to the Grantor any and all further documents and instruments, and do any and all further acts which the Grantor (or their agents or designees) reasonably request in order to confirm this Release and the Grantor's right, title and interest in, to and under the Trademark Collateral.

SECTION 5. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of Maryland, but giving effect to federal laws applicable to national banks.

[Signatures Follow On Next Page.]

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed by its duly authorized officer as of the day and year first above written.

PATRIOT CAPITAL II, L.P.,

as Secured Party

By: Patriot Partners II, LLC its General Partner

By:  _____

Name: Thomas O. Holland, Jr.

Title: Managing Member

[Signature Page to Trademark Release]

TRADEMARK
REEL: 005897 FRAME: 0389

EXHIBIT A

U.S. Trademarks

No.	Trademark	Reg. No (Reg. Date)
1.	CUTEX	0,124,134 January 14, 1919
2.	CUTEX	2,511,752 November 27, 2001
3.	CUTEX	3,581,236 February 24, 2009
4.	CUTEX	0,442,549 April 26, 1949
5.	CUTEX	3,024,694 December 06, 2005
6.	CUTEX (mark and design)	2,554,788 April 02, 2002
7.	CUTEX (mark and design)	2,495,696 October 09-2005
8.	CUTEX ESSENTIAL CARE TWISTER	3,024,577 December 06, 2005
9.	CUTEX QUICK AND GENTLE	2,016,204 November 12, 1996
10.	ESSENTIAL CARE	2,657,298 December 03, 2002
11.	ESSENTIAL CARE	3,024,695 December 06, 2005
12.	NO SPILLS! NO MESS! JUST PRESS!	2,469,324 July 17, 2001
13.	NO SPILLS! NO MESS! JUST WIPE!	2,469,321 July 17, 2001
14.	TWISTER	3,440, 270 June 3, 2008