

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482643

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BEAUTYGE BRANDS USA, INC.		04/17/2018	Corporation: DELAWARE
CREATIVE NAIL DESIGN, INC.		04/17/2018	Corporation: CALIFORNIA
CUTEX, INC.		04/17/2018	Corporation: DELAWARE
ELIZABETH ARDEN, INC.		04/17/2018	Corporation: FLORIDA
FD MANAGEMENT, INC.		04/17/2018	Corporation: DELAWARE
REVLON CONSUMER PRODUCTS CORPORATION		04/18/2018	Corporation: DELAWARE
ROUX LABORATORIES, INC.		04/17/2018	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	CITIBANK, N.A., AS COLLATERAL AGENT
Street Address:	388 GREENWICH STREET
Internal Address:	7TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Serial Number:	76508638	C C-SYSTEM
Serial Number:	77333001	C-SYSTEM
Serial Number:	75480959	MOP
Serial Number:	87636743	CND C SHELLAC DURAFORCE
Serial Number:	86818386	RIDGEFX
Serial Number:	87034421	CUTEX CARE SINCE 1911
Serial Number:	87303503	CUTEX
Serial Number:	86932904	PRIVATE SHOW
Serial Number:	86808017	BEACHSCAPE
Serial Number:	86661230	CITY SMART

CH \$1090.00 76508638

Property Type	Number	Word Mark
Serial Number:	86504032	LUMIFLECT
Serial Number:	86311640	ADVANCED MIX CONCENTRATE
Serial Number:	87025875	ELIZABETH ARDEN LITTLE BLACK COMPACT
Serial Number:	86971217	LASTING IMPRESSION
Serial Number:	86670773	KISS CUBE
Serial Number:	86732398	M ADVANCED CONTROL
Serial Number:	86720152	MITCHUM DRY
Serial Number:	86664450	MITCHUM SENSITIVESKIN
Serial Number:	86665041	PURE ICE SHINE
Serial Number:	86689297	REVLON EYES, CHEEKS + LIPS
Serial Number:	86666626	REVLON MEN'S SERIES
Serial Number:	86712501	ROMANTIC NUDES
Serial Number:	86445742	ALMAY ONE COAT GET UP & GROW EXTREME LEN
Serial Number:	86441892	REVLON ULTIMATE ALL-IN-ONE
Serial Number:	86441938	REVLON ULTRA VOLUME
Serial Number:	86441885	REVLON SUPER LENGTH
Serial Number:	86441743	REVLON VOLUME + LENGTH MAGNIFIED
Serial Number:	87199640	CHOOSE LOVE
Serial Number:	87192153	COLORSILK
Serial Number:	87184321	ALMAY INSTANT GLOW
Serial Number:	87183276	MEGAPHONE BRUSH
Serial Number:	87173642	ALMAY AGE ESSENTIALS
Serial Number:	87138890	CIARA
Serial Number:	86959770	REVLON INSTA-BLUSH
Serial Number:	86897422	ALMAY AGE ESSENTIALS LIP TREATMENT
Serial Number:	86897421	ALMAY AGE ESSENTIALS MAKEUP
Serial Number:	86959966	REVLON YOUTH FX
Serial Number:	75653138	ABBA
Serial Number:	77337909	ABBA PURE PERFORMANCE HAIR CARE
Serial Number:	77366614	COMMITMENT TO PURITY
Serial Number:	75248665	CREME-MOIST
Serial Number:	85622005	
Serial Number:	85621999	PROQUINOA COMPLEX

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: nalbano@paulweiss.com, dewilliams@paulweiss.com, aspoto@paulweiss.com

TRADEMARK

REEL: 006385 FRAME: 0392

Correspondent Name: NICOLE A. ALBANO
Address Line 1: 1285 AVENUE OF THE AMERICAS
Address Line 4: NEW YORK, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER: 02500-355

NAME OF SUBMITTER: Nicole A. Albano

SIGNATURE: /NICOLE A. ALBANO/

DATE SIGNED: 07/19/2018

Total Attachments: 10

source=12016699_6_Rouge - Trademark Security Agreement (Term Loan) (Executed)#page1.tif
source=12016699_6_Rouge - Trademark Security Agreement (Term Loan) (Executed)#page2.tif
source=12016699_6_Rouge - Trademark Security Agreement (Term Loan) (Executed)#page3.tif
source=12016699_6_Rouge - Trademark Security Agreement (Term Loan) (Executed)#page4.tif
source=12016699_6_Rouge - Trademark Security Agreement (Term Loan) (Executed)#page5.tif
source=12016699_6_Rouge - Trademark Security Agreement (Term Loan) (Executed)#page6.tif
source=12016699_6_Rouge - Trademark Security Agreement (Term Loan) (Executed)#page7.tif
source=12016699_6_Rouge - Trademark Security Agreement (Term Loan) (Executed)#page8.tif
source=12016699_6_Rouge - Trademark Security Agreement (Term Loan) (Executed)#page9.tif
source=12016699_6_Rouge - Trademark Security Agreement (Term Loan) (Executed)#page10.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, effective as of April 17, 2018 (this "Agreement"), is made by each of the signatories hereto indicated as a Grantor (each a "Grantor" and collectively, the "Grantors") in favor Citibank, N.A., as collateral agent (in such capacity, and together with its successors and assigns, the "Collateral Agent") for the benefit of the Secured Parties.

WHEREAS, pursuant to that certain Term Credit Agreement dated as of September 7, 2016 by and among Revlon Consumer Products Corporation, a Delaware corporation (the "Borrower"), Revlon, Inc., a Delaware corporation ("Holdings"), the banks and other financial institutions or entities (the "Lenders") from time to time parties thereto and Citibank, N.A., as Administrative Agent and Collateral Agent (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and conditions set forth therein, to the Borrower;

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrower under the Credit Agreement, the Grantors entered into the Term Loan Guarantee and Collateral Agreement dated as of September 7, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") between each of the Grantors and the Collateral Agent, pursuant to which each of the Grantors granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Collateral Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

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

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Guarantee and Collateral Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in and to the following 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") as collateral security for

the payment or performance, as the case may be (whether at the stated maturity, by acceleration or otherwise), of the Secured Obligations:

(i) all trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade dress, service marks, logos and other source or business identifiers, designs and general intangibles of like nature, (ii) all goodwill associated therewith or symbolized thereby and all common-law rights related thereto, (iii) all registrations and recordings thereof, and all applications in connection therewith including, without limitation, the United States registrations and applications listed in Schedule A attached hereto, (iv) the right to obtain all renewals thereof, (v) all rights to sue at law or in equity for any infringement, dilution or other violation thereof, including the right to receive all Proceeds and damages therefrom, and (vi) all other rights priorities and privileges relating thereto.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a trademark or service mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Guarantee and Collateral 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 Guarantee and Collateral 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 Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS TO THE EXTENT THAT THE SAME ARE NOT MANDATORILY APPLICABLE BY STATUTE AND THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

BEAUTYGE BRANDS USA, INC.,
as Grantor

By: _____
Name: Yossi Almani
Title: Vice President and Assistant Secretary

CREATIVE NAIL DESIGN, INC.,
as Grantor

By: _____
Name: Yossi Almani
Title: Vice President and Assistant Secretary

CUTEX, INC.,
as Grantor

By: _____
Name: Yossi Almani
Title: Vice President and Assistant Secretary

ELIZABETH ARDEN, INC.,
as Grantor

By: _____
Name: Yossi Almani
Title: Vice President and Assistant Secretary

FD MANAGEMENT, INC.,
as Grantor

By: _____
Name: Yossi Almani
Title: Vice President and Assistant Secretary

**REVLON CONSUMER PRODUCTS
CORPORATION,
as Grantor**

By: _____

Name: Yossi Almani

Title: Vice President and Assistant Secretary

**ROUX LABORATORIES, INC.,
as Grantor**

By: _____

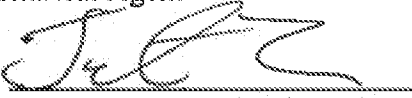
Name: Yossi Almani

Title: Vice President and Assistant Secretary

Accepted and Agreed:

CITIBANK, N.A.,
as Collateral Agent

By:




Name: JUSTIN TILTAVER

Title: VICE PRESIDENT


SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS


Beautyge Brands USA, Inc.

COUNTRY	TRADEMARK	TRADEMARK STATUS	APPLICATION DATE	APPLICATION NO	REGISTRATION DATE	REGISTRATION NO
United States of America	C C-SYSTEM 	Renewed In 2014	22-Apr-2003	76508638	03-Feb-2004	2810408
United States of America	C-SYSTEM	Registered	19-Nov-2007	77333001	15-Jul-2008	3466955
United States of America	MOP	Renewed In 2010	07-May-1998	75480959	04-Apr-2000	2339212

Creative Nail Design, Inc.

Country	Trademark	Status	Class	File Date	App. No.	Reg. Date	Reg. No.
United States of America	CND C SHELLAC DURAFORCE 	Pending	3	06-OCT-2017	87636743 ¹	N/A	N/A
United States of America	RIDGEFX	Registered	3	12-NOV-2015	86818386	15-AUG-2017	5266708

Cutex, Inc.

Country	Trademark	Status	Class	File Date	App. No.	Reg. Date	Reg. No.
United States of America	CUTEX CARE SINCE 1911 	Registered	8	12-MAY-2016	87034421	11-JUL-2017	5242687
United States of America	CUTEX	Registered	7	16-JAN-2017	87303503	5-SEP-2017	5280207

¹ Note: Company intends to abandon



Elizabeth Arden, Inc.

Trademark	Country	Class(es)	Status	Appl. Date	Appl. No.	Reg. Date	Reg. No.
PRIVATE SHOW	United States of America	3	Registered	08-MAR-2016	86932904	08-AUG-2017	5261982

FD Management, Inc.



Country	Trademark	Status	Class	File Date	Ap. No.	Reg. Date	Reg. No.
United States of America	BEACHSCAPE	Registered	3	03-NOV-2015	86808017	22-AUG-2017	5271844
United States of America	CITY SMART	Registered	3	12-JUN-2015	86661230	01-NOV-2016	5074306
United States of America	LUMIFLECT	Registered	3	15-JAN-2015	86504032	03-JAN-2017	5115085
United States of America	ADVANCED MIX CONCENTRATE	Registered	3	17-JUN-2014	86311640	23-AUG-2016	5027584
United States of America	ELIZABETH ARDEN LITTLE BLACK COMPACT	Registered	3	05-MAY-2016	87025875	01-AUG-2017	5257443
United States of America	LASTING IMPRESSION	Registered	3	11-APR-2016	86971217	01-AUG-2017	5257281

Revlon Consumer Products Corporation

Country	Trademark	Status	Class	File Date	Ap. No.	Reg. Date	Reg. No.
United States of America	KISS CUBE	Registered	3	23-JUN-2015	86670773	24-JAN-2017	5129803
United States of America	M ADVANCED CONTROL 	Registered	3	21-AUG-2015	86732398	28-FEB-2017	5152023
United States of America	MITCHUM DRY	Registered	3	10-AUG-2015	86720152	28-FEB-2017	5152001
United States of America	MITCHUM SENSITIVESKIN	Registered	3	16-JUN-2015	86664450	04-OCT-2016	5055640
United States of America	PURE ICE SHINE 	Registered	3	17-JUN-2015	86665041	31-JAN-2017	5134286
United States of America	REVLON EYES, CHEEKS + LIPS	Registered	3	10-JUL-2015	86689297	11-OCT-2016	5060575
United States of America	REVLON MEN'S SERIES	Registered	21	18-JUN-2015	86666626	11-OCT-2016	5060514

Country	Trademark	Status	Class	File Date	Ap. No.	Reg. Date	Reg. No.
United States of America	ROMANTIC NUDES	Registered	3	03-AUG-2015	86712501	11-OCT-2016	5060698
United States of America	ALMAY ONE COAT GET UP & GROW EXTREME LENGTH	Registered	3	05-NOV-2014	86445742	27-SEP-2016	5050361
United States of America	REVLON ULTIMATE ALL-IN-ONE	Registered	3	31-OCT-2014	86441892	27-SEP-2016	5050347
United States of America	REVLON ULTRA VOLUME	Registered	3	31-OCT-2014	86441938	11-OCT-2016	5060086
United States of America	REVLON SUPER LENGTH	Registered	3	31-OCT-2014	86441885	27-SEP-2016	5050346
United States of America	REVLON VOLUME + LENGTH MAGNIFIED	Registered	3	31-OCT-2014	86441743	27-SEP-2016	5050345
United States of America	CHOOSE LOVE	Registered	3	11-OCT-2016	87199640	07-MAR-2017	5156262
United States of America	COLORSILK	Registered	3	04-OCT-2016	87192153	29-AUG-2017	5278038
United States of America	ALMAY INSTANT GLOW	Registered	3	27-SEP-2016	87184321	05-DEC-2017	5351712
United States of America	MEGAPHONE BRUSH	Registered	21	26-SEP-2016	87183276	05-SEP-2017	5282700
United States of America	ALMAY AGE ESSENTIALS	Registered	3	16-SEP-2016	87173642	07-MAR-2017	5156232
United States of America	CIARA	Registered	3	15-AUG-2016	87138890	07-MAR-2017	5156150
United States of America	REVLON INSTA- BLUSH	Registered	3	31-MAR-2016	86959770	08-AUG-2017	5262032
United States of America	ALMAY AGE ESSENTIALS LIP TREATMENT	Registered	3	04-FEB-2016	86897422	22-AUG-2017	5272065
United States of America	ALMAY AGE ESSENTIALS MAKEUP	Registered	3	04-FEB-2016	86897421	05-SEP-2017	5282024
United States of America	REVLON YOUTH FX	Registered	3	31-MAR-2016	86959966	08-AUG-2017	5262034

Roux Laboratories, Inc.

COUNTRY	TRADEMARK	TRADEMARK STATUS	APPLICATION DATE	APPLICATION NO	REGISTRATION DATE	REGISTRATION NO
United States of America	ABBA	Renewed In 2010	03-Mar-1999	75653138	26-Dec-2000	2416439
United States of America	ABBA PURE PERFORMANCE HAIR CARE	Registered	27-Nov-2007	77337909	15-Jul-2008	3467338
United States of America	COMMITMENT TO PURITY 	Registered	08-Jan-2008	77366614	15-Jul-2008	3467736
United States of America	CREME-MOIST	Renewed In 2007	27-Feb-1997	75248665	23-Dec-1997	2123972
United States of America	Design Only 	Registered	10-May-2012	85622005	26-Mar-2013	4310630
United States of America	PROQUINOA COMPLEX	Registered	10-May-2012	85621999	19-Mar-2013	4306730