

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535421

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	7

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BEAUTYGE II, LLC		08/06/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	10 S. Riverside Plaza
Internal Address:	Suite 875
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	5740746	ACUMEN
Registration Number:	5064398	AMERICAN CREW NINE
Registration Number:	4906272	GROOM TO WIN
Registration Number:	2414785	MENSWORK
Registration Number:	2362341	FIBER
Registration Number:	2215539	AMERICAN CREW
Registration Number:	2615903	CLASSIC GRAY
Registration Number:	2735377	AMERICAN CREW - OFFICIAL SUPPLIER TO MEN
Registration Number:	2619890	MENSWORK
Registration Number:	1904875	AMERICAN CREW

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, lfranco@paulweiss.com

Correspondent Name: Nicole A. Albano

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

TRADEMARK

Address Line 2: 1285 Avenue of the Americas
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER: 02500-0359

NAME OF SUBMITTER: Nicole A. Albano

SIGNATURE: /Nicole A. Albano/

DATE SIGNED: 08/06/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 6, 2019 (this "Agreement"), is made by Beautyge II, LLC, a Delaware limited liability company, as Grantor (the "Grantor") in favor of Wilmington Trust, National Association, 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 August 6, 2019 by and among Revlon Consumer Products Corporation, a Delaware corporation (the "Borrower"), Revlon, Inc., a Delaware corporation ("Holdings"), the financial institutions or other entities (the "Lenders") from time to time parties thereto and Wilmington Trust, National Association, 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 Grantor entered into the Term Loan Guarantee and Collateral Agreement dated as of August 6, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") between the Grantor and the Collateral Agent, pursuant to which the Grantor 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, the 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 Grantor 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. The Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, all of the Grantor's right, title and interest in and to the following property now owned or at any time hereafter acquired by the Grantor or in which the 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 Grantor 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.

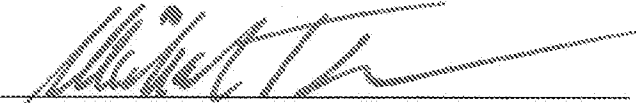
SECTION 5. Counterparts

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 II, LLC, as Grantor


By: 

Name: Michael Sheehan
Title: Vice President and Secretary

Accepted and Agreed:

Wilmington Trust, National Association, as Collateral Agent

By:


Name: Meghan McCauley
Title: Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK OWNER	COUNTRY	TRADEMARK	APP.DATE	REG. DATE	STATUS	APP. NO	REG. NO
Beautyge II, LLC	United States of America	ACUMEN	6-Nov-17	30-Apr-2019	Registered	87672821	5740746
Beautyge II, LLC	United States of America	AMERICAN CREW NINE	6-May-16	18-Oct-16	Registered	87027442	5064398
Beautyge II, LLC	United States of America	AMERICAN CREW	8-Sep-93	11-Jul-95	Registered	74/433656	1904875
Beautyge II, LLC	United States of America	AMERICAN CREW	6-Sep-96	29-Dec-1998	Registered	75/977912	2215539
Beautyge II, LLC	United States of America	AMERICAN CREW - OFFICIAL SUPPLIER TO MEN	23-Jul-01	8-Jul-03	Registered	76/288851	2735377
Beautyge II, LLC	United States of America	CLASSIC GRAY	20-Nov-00	3-Sep-02	Registered	76/167905	2615903
Beautyge II, LLC	United States of America	FIBER	7-Sep-99	27-Jun-00	Registered	75/793805	2362341
Beautyge II, LLC	United States of America	GROOM TO WIN	5-May-15	23-Feb-16	Registered	86619552	4906272
Beautyge II, LLC	United States of America	MENSWORK	4-Nov-97	19-Dec-2000	Registered	75/979841	2414785
Beautyge II, LLC	United States of America	MENSWORK	18-Oct-00	17-Sep-02	Registered	76/149508	2619890