

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM575545

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FD Management, Inc.		05/07/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Beautyge I		
<b>Street Address:</b>	27 Hospital Road		
<b>Internal Address:</b>	Cayman Corporate Centre c/o Walkers Corporate Limited		
<b>City:</b>	George Town		
<b>State/Country:</b>	CAYMAN ISLANDS		
<b>Postal Code:</b>	KY1-9008		
<b>Entity Type:</b>	Company Limited By Shares: CAYMAN ISLANDS		
<b>PROPERTY NUMBERS Total: 67</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3838763	212 MS ARDEN	
<b>Registration Number:</b>	3131019	5TH AVENUE AFTER FIVE	
<b>Registration Number:</b>	5027584	ADVANCED MIX CONCENTRATE	
<b>Registration Number:</b>	2532968	BARE PERFECTION	
<b>Registration Number:</b>	5271844	BEACHSCAPE	
<b>Registration Number:</b>	1625557	BLUE GRASS	
<b>Registration Number:</b>	2841688	CERAMIDE PLUMP PERFECT	
<b>Registration Number:</b>	5074306	CITY SMART	
<b>Registration Number:</b>	1914462	EA	
<b>Registration Number:</b>	2453605	EA NY ELIZABETH ARDEN SPLENDOR	
<b>Registration Number:</b>	3861109	EIGHT HOUR	
<b>Registration Number:</b>	0539292	EIGHT HOUR	
<b>Registration Number:</b>	0545890	ELIZABETH ARDEN	
<b>Registration Number:</b>	0557022	ELIZABETH ARDEN	
<b>Registration Number:</b>	0545592	ELIZABETH ARDEN	
<b>Registration Number:</b>	1073947	ELIZABETH ARDEN	
<b>Registration Number:</b>	1579710	ELIZABETH ARDEN	

CH \$1690.00 3838763

Property Type	Number	Word Mark
Registration Number:	1577216	ELIZABETH ARDEN
Registration Number:	1656519	ELIZABETH ARDEN
Registration Number:	3069443	ELIZABETH ARDEN
Registration Number:	3695951	ELIZABETH ARDEN
Registration Number:	2162507	ELIZABETH ARDEN 5TH AVENUE
Registration Number:	4919053	ELIZABETH ARDEN ALWAYS RED
Registration Number:	2974648	ELIZABETH ARDEN DOUBLE DENSITY
Registration Number:	5257443	ELIZABETH ARDEN LITTLE BLACK COMPACT
Registration Number:	2979274	ELIZABETH ARDEN PROVOCATIVE
Registration Number:	3624537	ELIZABETH ARDEN PURE FINISH
Registration Number:	1649230	ELIZABETH ARDEN RED DOOR
Registration Number:	2278502	ELIZABETH ARDEN SPLENDOR
Registration Number:	4882895	ELIZABETH ARDEN SUPERSTART
Registration Number:	1295500	EYE-FIX
Registration Number:	2843886	FIRST DEFENSE
Registration Number:	1326524	FLAWLESS FINISH
Registration Number:	4650169	FLAWLESS FUTURE
Registration Number:	4984122	FLAWLESS START
Registration Number:	2836712	GOOD NIGHT'S SLEEP
Registration Number:	4957064	GRAND ENTRANCE
Registration Number:	5881110	GREAT 8
Registration Number:	5257281	LASTING IMPRESSION
Registration Number:	2613354	LET THERE BE LIGHT
Registration Number:	1287568	LIP-FIX
Registration Number:	5115085	LUMIFLECT
Registration Number:	4968863	OVERNIGHT SUCCESS
Registration Number:	2599079	PEEL & REVEAL
Registration Number:	4749190	PERFECTLY SATIN
Registration Number:	3046813	PROVOCATIVE
Registration Number:	3101793	PROVOCATIVE INTERLUDE
Registration Number:	893456	RED DOOR
Registration Number:	1569090	RED DOOR
Registration Number:	1648624	RED DOOR
Registration Number:	1714578	RED DOOR
Registration Number:	5108107	
Registration Number:	5112490	
Registration Number:	0930966	
Registration Number:	0886679	

Property Type	Number	Word Mark
Registration Number:	4886861	RED DROPS
Registration Number:	1830983	SUNFLOWERS
Registration Number:	1917541	SUNFLOWERS
Registration Number:	1820936	SUNFLOWERS
Registration Number:	4882894	SUPERSTART
Registration Number:	1970280	TRUE LOVE
Registration Number:	4786240	UNTOLD
Registration Number:	4503297	UNTOLD
Registration Number:	1201722	VISIBLE DIFFERENCE
Registration Number:	0402138	WHITE SHOULDERS
Registration Number:	1130646	E WHITE SHOULDERS
Registration Number:	1366234	WHITE SHOULDERS

**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:** rschwartz@paulweiss.com, lfranco@paulweiss.com, aspoto@paulweiss.com

**Correspondent Name:** Rebecca B. Schwartz  
**Address Line 1:** Paul Weiss Rifkind Wharton & Garrison LLP  
**Address Line 2:** 1285 Avenue of the Americas  
**Address Line 4:** New York, NEW YORK 10019-6064

<b>ATTORNEY DOCKET NUMBER:</b>	2500-0360
<b>NAME OF SUBMITTER:</b>	Rebecca Schwartz
<b>SIGNATURE:</b>	/Rebecca Schwartz/
<b>DATE SIGNED:</b>	05/08/2020

**Total Attachments: 6**  
source=13743710\_2\_Revlon - FD Management Inc - US BrandCo IP Upper-Tier Assignment Agreement (Executed)#page1.tif  
source=13743710\_2\_Revlon - FD Management Inc - US BrandCo IP Upper-Tier Assignment Agreement (Executed)#page2.tif  
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated effective as of May 7, 2020, is by and between FD Management, Inc. (the "Assignor") and Beautyge I ("Assignee"). Assignee and Assignor are referred to herein individually as a "Party" and collectively, as the "Parties." All capitalized terms used but not defined herein shall have the respective meanings specified in, or incorporated by reference into, the Agreement (defined below).

RECITALS:

WHEREAS, Assignor and Assignee have entered into that certain Upper Tier Transfer and Contribution Agreement as of the effective date hereof (the "Agreement") whereby Assignor has agreed to Convey the Transferred Assets to Assignee and Assignee has agreed to acquire the Transferred Assets from Assignor;

WHEREAS, pursuant to the foregoing, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of the Intellectual Property of Assignor associated with the Transferred Assets (the "Assigned Intellectual Property") as set forth below; and

WHEREAS, Assignee desires Assignor to enter into this Assignment so that Assignee may record with the United States Patent and Trademark Office, state trademark offices, other applicable governmental authorities and other registrars the transfer and assignment of the Assigned Intellectual Property by the Assignor to Assignee.

NOW, THEREFORE, for valuable consideration, including, without limitation, the consideration received by Assignor under the Agreement, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Grant of Assignment. Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, all of Assignor's right, title and interest, of whatever kind, throughout the world, in and to the Assigned Intellectual Property, together with all of the goodwill associated therewith and symbolized thereby, including any applications, registrations, renewals and extensions thereof for the Assigned Intellectual Property, including as further detailed in the attached Exhibit A, and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, the same to be held and enjoyed by Assignee, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.
2. Rights. The foregoing assignment includes all rights to collect royalties, products and proceeds in connection with any of the Assigned Intellectual Property and all rights to sue for past, present or future infringement, misappropriation or other violation of the Assigned Intellectual Property, and all rights to recover damages or lost profits in connection therewith. In addition, Assignor agrees that it shall not oppose any application, seek to cancel any registration or initiate re-examination, object to any use by Assignee of the Assigned Intellectual Property or assist any third party in any of the foregoing.
3. Further Assurances. Assignor will, at Assignor's sole cost and expense, promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect the rights and interests of Assignee in and to the Assigned Intellectual Property assigned herein.

4. Binding Effect. This Assignment inures to the benefit of and is binding upon Assignee and Assignor and their respective heirs, successors and permitted assigns. Assignor agrees that this Assignment and any of its rights, interests or obligations hereunder shall not be assigned, directly or indirectly, including, without limitation, by operation of law, without the prior written consent of Assignee. Assignee may freely assign this Assignment and any of its rights, interests or obligations hereunder.
5. Conflict with Agreement. This Assignment is executed and delivered pursuant to the Agreement and shall be subject to the terms and conditions of, and interpreted in accordance with, the Agreement. To the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.
6. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.
7. Electronic Signatures. A signature to this Assignment delivered by email or other electronic means will be deemed valid.
8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).
9. Amendment. This Assignment may not be amended, modified, waived or terminated except in a writing signed by Assignor, on the one hand, and Assignee, on the other hand.

*[Signature page follows]*

IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR:

FD Management, Inc.

By: 

Name: Michael T. Sheehan

Title: Vice President

ASSIGNEE:

Beautyge I

By: 

Name: Michael T. Sheehan

Title: Director

*[Signature Page to Intellectual Property Assignment – Upper Tier]*

**TRADEMARK**  
**REEL: 006933 FRAME: 0955**

Exhibit A

Intellectual Property

Trademarks

TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE
212 MS ARDEN	77698729		3838763	Aug 24 2010
5TH AVENUE AFTER FIVE	78515824		3131019	Aug 15 2006
ADVANCED MIX CONCENTRATE (Stylized)	86311640		5027584	Aug 23 2016
BARE PERFECTION	76/029,352		2,532,968	Jan 22 2002
BEACHSCAPE	86808017		5271844	Aug 22 2017
BLUE GRASS	74/035,165		1625557	Dec 4 1990
CERAMIDE PLUMP PERFECT	78/162,524		2841688	May 11 2004
CITY SMART	86661230		5074306	Nov 1 2016
EA	74/590,674		1914462	Aug 29 1995
EA NY ELIZABETH ARDEN SPLENDOR & Bottle Design	75/543,611		2453605	May 22 2001
EIGHT HOUR	85/025369		3861109	Oct 12 2010
EIGHT HOUR (Stylized)	71/580,917		0539292	Mar 13 1951
ELIZABETH ARDEN	71/581,848		545890	Jul 31 1951
ELIZABETH ARDEN	71/581,927		0557022	Apr 1 1952
ELIZABETH ARDEN	71/590,731		545592	Jul 24 1951
ELIZABETH ARDEN	73/104,951		1073947	Sep 27 1977
ELIZABETH ARDEN	73/776,361		1579710	Jan 30 1990
ELIZABETH ARDEN	73/777,845		1577216	Jan 16 1990
ELIZABETH ARDEN	74/017,600		1656519	Sep 10 1991
ELIZABETH ARDEN	78976610		3069443	Mar 14 2006
ELIZABETH ARDEN	77/731894		3695951	Oct 13 2009
ELIZABETH ARDEN 5TH AVENUE	75/071,416		2162507	Jun 2 1998
ELIZABETH ARDEN ALWAYS RED	86432406		4919053	Mar 15 2016
ELIZABETH ARDEN DOUBLE DENSITY	78442397		2974648	Jul 19 2005
ELIZABETH ARDEN LITTLE BLACK COMPACT	87025875		5257443	Aug 1 2017
ELIZABETH ARDEN PROVOCATIVE	78/302799		2979274	Jul 26 2005

TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE
ELIZABETH ARDEN PURE FINISH	77530320		3624537	May 19 2009
ELIZABETH ARDEN RED DOOR Design (lined for color)	74/051,125		1649230	Jul 2 1991
ELIZABETH ARDEN SPLENDOR	75/440,958		2,278,502	Sep 14 1999
ELIZABETH ARDEN SUPERSTART	86463278		4882895	Jan 5 2016
EYE-FIX	73/444,618		1295500	Sep 18 1984
FIRST DEFENSE	78/140,395		2843886	May 18 2004
FLAWLESS FINISH	73/472,179		1326524	Mar 26 1985
FLAWLESS FUTURE	86/061550		4650169	Dec 2 2014
FLAWLESS START	86416898		4984122	Jun 21 2016
GOOD NIGHT'S SLEEP	75/501,219		2836712	Apr 27 2004
GRAND ENTRANCE	86533350		4957064	May 10 2016
GREAT 8	88033262		5881110	Oct 8 2019
LASTING IMPRESSION	86971217		5257281	Aug 1 2017
LET THERE BE LIGHT	76/147,571		2,613,354	Aug 27 2002
LIP-FIX	73/408,937		1287568	Jul 31 1984
LUMILECT	86504032		5115085	Jan 3 2017
OVERNIGHT SUCCESS	86824747		4968863	May 31 2016
PEEL AND REVEAL	76/147,051		2,599,079	Jul 23 2002
PERFECTLY SATIN	86/221152		4749190	Jun 2 2015
PROVOCATIVE	78/302723		3046813	Jan 17 2006
PROVOCATIVE INTERLUDE	78/428536		3101793	Jun 6 2006
RED DOOR	72334823		893456	Jun 23 1970
RED DOOR	73/771,930		1569090	Dec 5 1989
RED DOOR	74/052,231		1648624	Jun 25 1991
RED DOOR	74/052,174		1,714,578	Sep 8 1992
Red Door Design	86912147		5108107	Dec 27 2016
Red Door Design	86928115		5112490	Jan 3 2017
Red Door Design (lined for color)	72/346,358		0930966	Mar 14 1972
RED DOOR VELVET			886679	Apr 24 2006
RED DROPS	86492163		4886861	Jan 12 2016
SUNFLOWERS	74/334,688		1830983	Apr 19 1994
SUNFLOWERS	74/565,917		1917541	Sep 12 1995
SUNFLOWERS & Design	74/392,288		1820936	Feb 15 1994
SUPERSTART	86463262		4882894	Jan 5 2016



TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE
TRUE LOVE	74/369,372		1970280	Apr 23 1996
UNTOLD	85/824296		4786240	Aug 4 2015
UNTOLD	85/980999		4503297	Mar 25 2014
VISIBLE DIFFERENCE	73/325,158		1,201,722	Jul 20 1982
WHITE SHOULDERS	71/458,871	Mar 2 1943	402138	Jun 29 1943
WHITE SHOULDERS & Bottle Design	73/181,733	Aug 10 1978	1,130,646	Feb 12 1980
WHITE SHOULDERS (Stylized)	73/534,992	Apr 26 1985	1366234	Oct 22 1985

Copyrights

None.

Patents

None.