

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM575649

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Back-Up Trademark Security Agreement		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Beautyge I		05/07/2020	Company Limited By Shares: CAYMAN ISLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BrandCo PS 2020 LLC		
<b>Street Address:</b>	3411 Silverside Road		
<b>Internal Address:</b>	Tatnall Building #104 c/o Corporate Creations Network Inc.		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19810		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1767119	BATH & BODY LUXURIES	
<b>Registration Number:</b>	1379973	DESIGN	
<b>Registration Number:</b>	2067253	DESIGN	
<b>Registration Number:</b>	1957908		
<b>Registration Number:</b>	1584255	PS	
<b>Registration Number:</b>	1450275	PS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	lfranco@paulweiss.com, aspoto@paulweiss.com, rschwartz@paulweiss.com		
<b>Correspondent Name:</b>	Rebecca B. Schwartz		
<b>Address Line 1:</b>	Paul Weiss Rifkind Wharton & Garrison LLP		
<b>Address Line 2:</b>	1285 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6064		
<b>ATTORNEY DOCKET NUMBER:</b>	02500-0360		

CH \$165.00 1767119

<b>NAME OF SUBMITTER:</b>	Rebecca Schwartz
<b>SIGNATURE:</b>	/Rebecca Schwartz/
<b>DATE SIGNED:</b>	05/09/2020
<b>Total Attachments: 4</b> source=13754567_2_Revlon - BrandCo PS 2020 LLC - Back-Up Lien - Lower Tier - Trademark (US) (Executed)#page1.tif source=13754567_2_Revlon - BrandCo PS 2020 LLC - Back-Up Lien - Lower Tier - Trademark (US) (Executed)#page2.tif source=13754567_2_Revlon - BrandCo PS 2020 LLC - Back-Up Lien - Lower Tier - Trademark (US) (Executed)#page3.tif source=13754567_2_Revlon - BrandCo PS 2020 LLC - Back-Up Lien - Lower Tier - Trademark (US) (Executed)#page4.tif	

**BACK-UP TRADEMARK SECURITY AGREEMENT**

This **BACK-UP TRADEMARK SECURITY AGREEMENT**, dated as of May 7, 2020 (this "Agreement"), is made by Beautyge I, an exempted company incorporated under the law of Cayman Islands with limited liability, as Grantor (the "Grantor") in favor of BrandCo PS 2020 LLC, a Delaware limited liability company ("BrandCo") for the benefit of the Secured Parties.

**WHEREAS**, pursuant to the Lower Tier Transfer and Contribution Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Contribution Agreement"), between the Grantor and BrandCo, if any Conveyance thereunder shall be characterized as a loan and not as a transfer and/or contribution, BrandCo and its assignees shall have a security interest in the Grantor's right, title and interest in, to and under the Trademark Collateral (as defined below); and

**WHEREAS**, pursuant to Section 2.1(c) of the Contribution Agreement, the Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to BrandCo 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 agrees with BrandCo as follows:

**SECTION 1. Defined Terms**

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Contribution Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security.** The Grantor hereby grants to BrandCo 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 (as defined in the Credit Agreement):

(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 BrandCo pursuant to the Contribution Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of BrandCo with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Contribution 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 Contribution Agreement, the provisions of the Contribution Agreement shall control. For the avoidance of doubt, the obligation under this Agreement shall include the recordation of the security interests granted under this Agreement in the register of mortgages and charges of Grantor.

### **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.

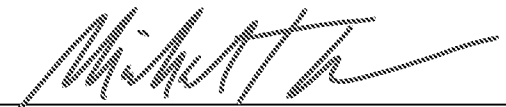
### **SECTION 5. Counterparts**

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

**Beautyge I, as Grantor**

By:   
Name: Michael T. Sheehan  
Title: Director

Accepted and Agreed:

**BrandCo PS 2020 LLC**

By:   
Name: Michael T. Sheehan  
Title: Vice President

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>TRADEMARK</b>	<b>APP. NO.</b>	<b>APP. DATE</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
BATH & BODY LUXURIES (Stylized)	74/246,973	Feb 18 1992	1767119	Apr 27 1993
DESIGN	73/542,581	Jun 12 1985	1379973	Jan 28 1986
DESIGN	75/136,500	Jul 19 1996	2067253	Jun 3 1997
FLOWER LOGO	74/655,242	Apr 3 1995	1,957,908	Feb 20 1996
PS	73802673	May 26 1989	1584255	Feb 27 1990
PS LOGO I	73/614,556	Aug 13 1986	1450275	Aug 4 1987