

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM739895

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900689961

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Revlon Consumer Products Corporation		03/30/2022	Corporation: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Jefferies Finance LLC, as collateral agent
<b>Street Address:</b>	520 Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
<b>Registration Number:</b>	6120055	COLORSTAY BROWLIGHTS
<b>Registration Number:</b>	6131496	REVLON COLOR SURROUND TECHNOLOGY
<b>Registration Number:</b>	6170571	REVLON TOTAL COLOR
<b>Registration Number:</b>	6290524	REVLON COLORSTAY SATIN INK
<b>Registration Number:</b>	6310244	REVLON ULTRA HD SNAP!
<b>Registration Number:</b>	6397614	ESSENCHILLS
<b>Registration Number:</b>	6583537	REVLON ONE HEART
<b>Registration Number:</b>	6663706	REVLON ALL IN
<b>Serial Number:</b>	90587043	REVLON REIGN ON

**CORRESPONDENCE DATA**

Fax Number: 6462193046

*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.*

Phone: (212) 373-2594

Email: rlyne@paulweiss.com, mangelopoulos@paulweiss.com,  
mmcguire@paulweiss.com

Correspondent Name: Rebecca B. Lyne

Address Line 1: 1285 Avenue of the Americas

**Address Line 2:** Paul Weiss Rifkind Wharton &Garrison LLP  
**Address Line 4:** New York, NEW YORK 10019

**ATTORNEY DOCKET NUMBER:** 023070-001

**NAME OF SUBMITTER:** Rebecca B. Lyne

**SIGNATURE:** /s/ Rebecca Lyne

**DATE SIGNED:** 07/08/2022

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 30, 2022 (this "Agreement"), is made by the signatory hereto indicated as a Grantor (the "Grantor") in favor of Jefferies Finance LLC, as collateral agent (in such capacity, and together with its successors and assigns, the "Pari Passu Collateral Agent") for the benefit of the Secured Parties.

**WHEREAS**, pursuant to that certain BrandCo Credit Agreement dated as of May 7, 2020 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 Jefferies Finance LLC, 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;

**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 May 7, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") between the Grantor and the Pari Passu Collateral Agent, pursuant to which the Grantor granted to the Pari Passu 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 Pari Passu 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 agrees with the Pari Passu 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 Pari Passu 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 Pari Passu Collateral Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Pari Passu 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**, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**Revlon Consumer Products Corporation, as  
Grantor**

By: 

Name: Steven Rosenthal

Title: Vice President and Assistant  
Secretary

*[Signature Page to Trademark Security Agreement – RemainCo]*

**TRADEMARK  
REEL: 007755 FRAME: 0063**

Accepted and Agreed:

**JEFFERIES FINANCE LLC,**  
as Pari Passu Collateral Agent

By: Paul Chisholm  
Name: Paul Chisholm  
Title: Managing Director

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

**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS**

Country	Current Owner	Trademark	Status	App. No.	Reg. No.	Reg. Date
United States of America	Revlon Consumer Products Corporation	COLORSTAY BROWLIGHTS	Registered	88444911	6120055	August 4, 2020
United States of America	Revlon Consumer Products Corporation	REVLON COLOR SURROUND TECHNOLOGY	Registered	88475804	6131496	August 18, 2020
United States of America	Revlon Consumer Products Corporation	REVLON TOTAL COLOR	Registered	88495558	6170571	October 6, 2020
United States of America	Revlon Consumer Products Corporation	REVLON COLORSTAY SATININK	Registered	88735284	6290524	March 9, 2021
United States of America	Revlon Consumer Products Corporation	REVLON ULTRA HD SNAP!	Registered	88770661	6310244	March 30, 2021
United States of America	Revlon Consumer Products Corporation	ESSENCHILLS	Registered	88795946	6397614	June 22, 2021
United States of America	Revlon Consumer Products Corporation	REVLON ONE HEART	Registered	90587032	6583537	December 7, 2021
United States of America	Revlon Consumer Products Corporation	REVLON ALL IN	Registered	90587037	6663706	March 8, 2022
United States of America	Revlon Consumer Products Corporation	REVLON REIGNON	Pending Registration	90587043	N/A	N/A