

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM738524

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BrandCo Almay 2020 LLC		06/17/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as collateral agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	0980494	ALMAY	
Registration Number:	2675119	ALMAY	
Registration Number:	5156232	ALMAY AGE ESSENTIALS	
Registration Number:	5272065	ALMAY AGE ESSENTIALS LIP TREATMENT	
Registration Number:	5282024	ALMAY AGE ESSENTIALS MAKEUP	
Registration Number:	5596957	ALMAY CLEAR COMPLEXION BLEMISH ARMOR	
Registration Number:	6120159	ALMAY HEALTHY HUE	
Registration Number:	5351712	ALMAY INSTANT GLOW	
Registration Number:	4842179	ALMAY INTENSE I-COLOR EVENING SMOKY	
Registration Number:	4842182	ALMAY INTENSE I-COLOR EVERYDAY NEUTRALS	
Registration Number:	5085840	ALMAY INTENSE I-COLOR GEL SMOOTH LINER	
Registration Number:	4905770	ALMAY INTENSE I-COLOR PARTY BRIGHTS	
Registration Number:	5836162	ALMAY LIP VIBES	
Registration Number:	5686793	ALMAY	
Registration Number:	2793018	ALMAY NEARLY NAKED	
Registration Number:	5050361	ALMAY ONE COAT GET UP & GROW EXTREME LEN	
Registration Number:	5149450	ALMAY ONE COAT MULTI-BENEFIT	
Registration Number:	5576817	ALMAY SHADOW SQUAD	
Registration Number:	5576719	A	

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Property Type	Number	Word Mark
Registration Number:	5177213	ALMAY THE COMPLETE LOOK
Registration Number:	4408217	BOLD NUDES
Registration Number:	3261921	INTENSE I-COLOR
Registration Number:	5282700	MEGAPHONE BRUSH
Registration Number:	5582002	REVEAL THE TRUE YOU
Registration Number:	4415814	A
Registration Number:	3105258	SMART SHADE
Registration Number:	3481753	TRULY LASTING COLOR

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, 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 10019-6064

ATTORNEY DOCKET NUMBER:	02500-369
NAME OF SUBMITTER:	Rebecca B. Lyne
SIGNATURE:	/s/ Rebecca Lyne
DATE SIGNED:	07/01/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 17, 2022 (this "Agreement"), is made by BrandCo Almay 2020 LLC, a Delaware limited liability Company, as Grantor (the "Grantor") in favor of Jefferies Finance LLC, 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 Superpriority Senior Secured Debtor-in-Possession Credit Agreement dated as of June 17, 2022, by and among Revlon Consumer Products Corporation, a Delaware corporation and a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code (the "Borrower"), Revlon, Inc., a Delaware corporation and a debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code ("Holdings"), the financial institutions or other entities (the "Lenders") from time to time parties thereto and Jefferies Finance LLC, as administrative agent (in such capacity, the "Administrative Agent") and Collateral Agent for the Lenders (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "DIP 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 DIP Credit Agreement, the Grantor entered into the DIP Guarantee and Collateral Agreement dated as of June 17, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "DIP 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 DIP 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 agrees 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 DIP Guarantee and Collateral Agreement, and if not defined therein, shall have the respective meanings given thereto in the DIP 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 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 DIP Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms 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 DIP 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 DIP Guarantee and Collateral Agreement, the provisions of the DIP 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) AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE.

SECTION 5. Counterparts

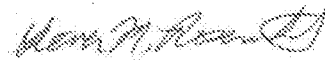
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

BRANDCO ALMAY 2020 LLC

By: _____



Name: Steven Rosenthal

Title: Vice President and Secretary

JEFFERIES FINANCE LLC,
as Collateral Agent

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

[Signature Page to Trademark Security Agreement]