

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM655121

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITIBANK, N.A., as Collateral Agent		06/18/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Revlon Consumer Products Corporation		
Street Address:	One New York Plaza		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	Corporation: DELAWARE		
Name:	FD Management, Inc.		
Street Address:	200 First Stamford Place		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2793018	ALMAY NEARLY NAKED	
Registration Number:	5697688	ELIZABETH ARDEN WHITE TEA	
CORRESPONDENCE DATA			
Fax Number:	2124920298		
<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>			
Phone:	212 373 3298		
Email:	skirschenheiter@paulweiss.com, mmcguire@paulweiss.com		
Correspondent Name:	Sarah Kirschenheiter		
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:	02500-364		

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NAME OF SUBMITTER:	Sarah Kirschenheiter
SIGNATURE:	/Sarah Kirschenheiter/
DATE SIGNED:	06/21/2021
Total Attachments: 6 source=Revlon - Almay + EA Trademarks - Certain Trademark Release - 2016 ABL (Executed)#page1.tif source=Revlon - Almay + EA Trademarks - Certain Trademark Release - 2016 ABL (Executed)#page2.tif source=Revlon - Almay + EA Trademarks - Certain Trademark Release - 2016 ABL (Executed)#page3.tif source=Revlon - Almay + EA Trademarks - Certain Trademark Release - 2016 ABL (Executed)#page4.tif source=Revlon - Almay + EA Trademarks - Certain Trademark Release - 2016 ABL (Executed)#page5.tif source=Revlon - Almay + EA Trademarks - Certain Trademark Release - 2016 ABL (Executed)#page6.tif	

NOTICE OF RELEASE OF
SECURITY INTEREST IN CERTAIN TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS (this "Release"), effective as of June 18, 2021 is made by CITIBANK, N.A., in its capacity as Collateral Agent (as defined below), in favor of FD MANAGEMENT, INC., a Delaware corporation ("FD Management") and REVLON CONSUMER PRODUCTS CORPORATION, a Delaware corporation (the "Borrower", and together with FD Management, each a "Company" and collectively, the "Companies"), pursuant to that certain Asset-Based Revolving Credit Agreement, dated as of September 7, 2016 (as amended and restated by that certain Amendment No. 1, dated as of April 17, 2018, as further amended by that certain Amendment No. 2, dated as of March 6, 2019, as further amended by that certain Amendment No. 3, dated as of April 17, 2020, as further amended by that certain Amendment No. 4, dated as of May 5, 2020, as further amended by that certain Amendment No. 5, dated October 23, 2020, as modified by that Limited Waiver to Credit Agreement dated as of November 27, 2020, as modified by that certain Second Limited Waiver to Credit Agreement, dated as of December 11, 2020, as further amended by that certain Amendment No. 6, dated December 21, 2020, as further amended by that certain Amendment No. 7, dated March 8, 2021, and as further amended by that certain Amendment No. 8, dated as of May 7, 2021, the "Credit Agreement"), among the Borrower, Revlon, Inc., a Delaware corporation ("Holdings"), the banks and other financial institutions or entities (the "Lenders") from time to time parties thereto and MidCap Funding IV Trust, as administrative agent and collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent" as successor to Citibank, N.A. in such role (in such capacity, the "Prior Collateral Agent")) for the Secured Parties (as defined therein), and that certain ABL Loan Guarantee and Collateral Agreement, dated as of September 7, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") between each Company, the other grantors party thereto and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, in connection with the Guarantee and Collateral Agreement, each Company executed and delivered that certain Trademark Security Agreement, dated as of September 7, 2016, in favor of the Prior Collateral Agent (the "Trademark Security Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement and the Trademark Security Agreement, each Company, as applicable, granted to the Collateral Agent for the benefit of the Secured Parties, a security interest in all of such Company's right, title and interest in and to the trademark registrations set forth on Schedule A attached hereto, together with (a) all goodwill associated therewith or symbolized thereby and all common-law rights related thereto, (b) the right to obtain all renewals thereof, (c) 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 (d) all other rights priorities and privileges relating thereto (collectively, the "Released Trademark Collateral");

WHEREAS, the Prior Collateral Agent recorded its security interest in the Released Trademark Collateral with the United States Patent and Trademark Office (the “USPTO”) on (i) October 3, 2016, at the following Reel/Frame number: 5890/0687 (Revlon Consumer Products Corporation and (ii) September 30, 2019, at the following Reel/Frame number: 6758/0900 (FD Management, Inc.);

WHEREAS, the Borrower has informed the Collateral Agent that, pursuant to that certain Upper Tier Transfer and Contribution Agreement, dated as of May 7, 2020 (the “Contribution Agreement”), the Borrower and the Companies have sold, transferred, assigned, contributed or otherwise conveyed from time to time the Transferred Assets (as defined in the Contribution Agreement), which include the Released Trademark Collateral, to Beautyge I;

WHEREAS, the Borrower has informed the Collateral Agent that the Disposition of the Transferred Assets (which Transferred Assets include the Released Trademark Collateral) is permitted under the Credit Agreement; and

WHEREAS, pursuant to Section 8.15 of the Guarantee and Collateral Agreement, each Company has requested that the Prior Collateral Agent execute and deliver this Release in order to evidence the release of the security interest in the Released Trademark Collateral granted to the Prior Collateral Agent under the Guarantee and Collateral Agreement and the Trademark Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Prior Collateral Agent agrees, for the benefit of each Company, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and Guarantee and Collateral Agreement, as applicable .

SECTION 2. Release of Security Interest. The Prior Collateral Agent does hereby release, relinquish and discharge its security interest in the Released Trademark Collateral, without any recourse to, or representation or warranty by, the Prior Collateral Agent. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Guarantee and Collateral Agreement or the Trademark Security Agreement (collectively, but excluding the other Transferred Assets, the “Retained Collateral”). The Collateral Agent retains all security interests, liens and rights pledged and granted to the Collateral Agent under the Guarantee and Collateral Agreement and the Trademark Security Agreement with respect to the Retained Collateral, and such security interests, liens and rights shall not be, and shall not be deemed to be, released, terminated, relinquished, discharged, impaired, interrupted or otherwise modified in any respect by this Release. Except as to the Released Trademark Collateral and the other Transferred Assets, the Guarantee and Collateral Agreement and the Trademark Security Agreement shall continue to be in full force and effect.

SECTION 3. Further Assurances. The Prior Collateral Agent hereby authorizes the Companies or the Companies' authorized representative to record this Release with the USPTO in order to memorialize the release of the security interest of the Collateral Agent in the Released Trademark Collateral.

SECTION 4. Successor Agent. The parties acknowledge and agree that the Prior Collateral Agent has entered into that certain Successor Agent Appointment and Agency Transfer Agreement, dated and effective as of May 7, 2021, pursuant to which the Prior Collateral Agent has resigned and Midcap Funding IV Trust has been appointed as successor Primary Administrative Agent and Collateral Agent under the Credit Agreement and the Guarantee and Collateral Agreement (in such capacity, the "Successor Collateral Agent"). By signing below, the Successor Collateral Agent hereby authorizes the Prior Collateral Agent to take the actions set forth in this Release.

SECTION 5. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

SECTION 6. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow On Next Page.]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above

CITIBANK, N.A.,
in its capacity as Prior Collateral Agent

By: Michelle Pratt
Name: Michelle Pratt
Title: Vice President

MIDCAP FUNDING IV TRUST,
in its capacity as Successor Collateral Agent

By: Apollo Capital Management, L.P.
its Investment Manager

By: Apollo Capital Management GP, LLC
its General Partner

By: _____
Name: Maurice Amsellem
Title: Authorized Signatory

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above

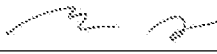
CITIBANK, N.A.,
in its capacity as Prior Collateral Agent

By: _____
Name:
Title:

MIDCAP FUNDING IV TRUST,
in its capacity as Successor Collateral Agent

By: Apollo Capital Management, L.P.
its Investment Manager

By: Apollo Capital Management GP, LLC
its General Partner

By:  _____
Name: Maurice Amsellem
Title: Authorized Signatory

SCHEDULE A

Owner	Trademark	Application No.	Application Date	Registration No.	Registration Date
Revlon Consumer Products Corporation	ALMAY NEARLY NAKED	78127616	9-May-02	2793018	9-Dec-2003
FD Management, Inc.	ELIZABETH ARDEN WHITE TEA	86946708	21-Mar-2016	5697688	12-Mar-2019