

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM659085

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
REVLON CONSUMER PRODUCTS CORPORATION		07/09/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MidCap Funding IV Trust		
<b>Street Address:</b>	7255 Woodmont Avenue, Suite 300		
<b>Internal Address:</b>	c/o MidCap Financial Services, LLC		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	statutory trust: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<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>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129692900		
<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>Phone:</b>	212-969-3000		
<b>Email:</b>	ypan@proskauer.com		
<b>Correspondent Name:</b>	Gloria H. Kim		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	Eleven Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036-8299		
<b>ATTORNEY DOCKET NUMBER:</b>	11964-314		
<b>NAME OF SUBMITTER:</b>	Gloria H. Kim		
<b>SIGNATURE:</b>	/Gloria H. Kim/		

CH \$140.00 6120055

<b>DATE SIGNED:</b>	07/09/2021
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**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 9, 2021 (this "Agreement"), is made by the signatory hereto indicated as Grantor (the "Grantor") in favor of MidCap Funding IV Trust, 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 Asset-Based Revolving Credit Agreement dated as of September 7, 2016, by and among Revlon Consumer Products Corporation, a Delaware corporation (the "Borrower"), and certain local borrowing subsidiaries as may be from time to time party thereto, as borrowers, 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 (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 7, 2020, as further amended by that certain Amendment No. 5, dated October 23, 2020, as modified by that certain 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 ("Amendment No. 8") and as the same may be further 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 Grantors entered into the ABL Guarantee and Collateral Agreement dated as of September 7, 2016 (as amended by that certain Amendment No. 1, dated as of April 1, 2018, as further amended by Amendment No. 8, and as further amended, amended and restated, supplemented, replaced or modified from time to time, the "Guarantee and Collateral Agreement") between each of the Grantors party thereto including 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 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 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.** The Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, 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:

(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 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 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**, the 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

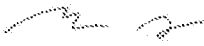
By: Steven Rosenthal  
Name: Steven Rosenthal  
Title: Vice President & Assistant Secretary

Accepted and Agreed:

**MIDCAP FUNDING IV TRUST,**  
as 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**

**to**

**TRADEMARK SECURITY AGREEMENT**

**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Country</b>	<b>Current Owner</b>	<b>Trademark</b>	<b>Status</b>	<b>App. No.</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
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 SATIN INK	Registered	88735284	6290524	March 9, 2021
United States of America	Revlon Consumer Products Corporation	REVLON ULTRA HD SNAP!	Registered	88770661	6310244	March 30, 2021