

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718000

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Revlon Consumer Products Corporation		03/30/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MidCap Funding IV Trust		
Street Address:	7255 WOODMONT AVE., SUITE 200		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6397614	ESSENCHILLS	
Registration Number:	6583537	REVLON ONE HEART	
Registration Number:	6663706	REVLON ALL IN	
Serial Number:	90587043	REVLON REIGN ON	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Gloria H. Kim		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	11964-314		
NAME OF SUBMITTER:	Gloria H. Kim		
SIGNATURE:	/Gloria H. Kim/		
DATE SIGNED:	03/31/2022		
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 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:



Name: Steven Rosenthal

Title: Vice President and Assistant
Secretary

[Signature Page to Trademark Security Agreement]


TRADEMARK
REEL: 007676 FRAME: 0603

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

Country	Current Owner	Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date
United States of America	Revlon Consumer Products Corporation	ESSENCILLS	Registered	88795946	February 13, 2020	6397614	June 22, 2021
United States of America	Revlon Consumer Products Corporation	REVLON ONE HEART	Registered	90587032	March 18, 2021	6583537	December 7, 2021
United States of America	Revlon Consumer Products Corporation	REVLON ALL IN	Registered	90587037	March 18, 2021	6663706	March 8, 2022
United States of America	Revlon Consumer Products Corporation	REVLON REIGN ON	Pending Registration	90587043	March 18, 2021	N/A	N/A