

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535416

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CITIBANK, N.A.		08/06/2019	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	BEAUTYGE BRANDS USA, INC.
Street Address:	One New York Plaza
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	5740746	ACUMEN
Registration Number:	5064398	AMERICAN CREW NINE
Registration Number:	4906272	GROOM TO WIN
Registration Number:	2414785	MENSWORK
Registration Number:	2362341	FIBER
Registration Number:	2215539	AMERICAN CREW
Registration Number:	2615903	CLASSIC GRAY
Registration Number:	2735377	AMERICAN CREW - OFFICIAL SUPPLIER TO MEN
Registration Number:	2619890	MENSWORK
Registration Number:	1904875	AMERICAN CREW

CORRESPONDENCE DATA

Fax Number:

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.

Email: nalbano@paulweiss.com, lfranco@paulweiss.com

Correspondent Name: Nicole A. Albano

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

CH \$265.00 5740746

Address Line 4:	New York, NEW YORK 10019-6064
ATTORNEY DOCKET NUMBER:	2500-0359
NAME OF SUBMITTER:	Nicole A. Albano
SIGNATURE:	/Nicole A. Albano/
DATE SIGNED:	08/06/2019
Total Attachments: 4 source=2. Term Loan Release (Executed)#page1.tif source=2. Term Loan Release (Executed)#page2.tif source=2. Term Loan Release (Executed)#page3.tif source=2. Term Loan Release (Executed)#page4.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 August 6, 2019 is made by CITIBANK, N.A., in its capacity as Collateral Agent (as defined below), in favor of BEAUTYGE BRANDS USA, INC., a Delaware corporation (the “Company”), pursuant to that certain Term Credit Agreement, dated as of September 7, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Revlon Consumer Products Corporation, a Delaware corporation (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 Citibank, N.A., as administrative agent and collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein), and that certain Term 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 the 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, the Company executed and delivered the Trademark Security Agreement, dated as of September 7, 2016, in favor of the Collateral Agent (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement and the Trademark Security Agreement, the Company granted to the Collateral Agent for the benefit of the Secured Parties, a security interest in all of the 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 Collateral Agent recorded its security interest in the Released Trademark Collateral with the United States Patent and Trademark Office (the “USPTO”) on October 4, 2016, at Reel/Frame No.5895/0403;

WHEREAS, the Borrower has informed the Collateral Agent that, pursuant to that certain Upper Tier Transfer and Contribution Agreement, dated as of the date hereof (the “Contribution Agreement”), the Borrower and the Company 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, the Company has requested that the Collateral Agent execute and deliver this Release in order to evidence the release of the security interest in the Released Trademark Collateral granted to 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 Collateral Agent agrees, for the benefit of the 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 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 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 Collateral Agent hereby authorizes the Company or the Company's 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.

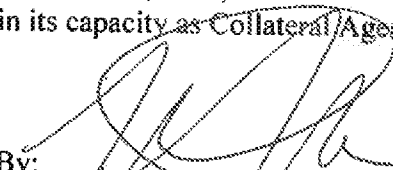
SECTION 4. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

SECTION 5. 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 Collateral Agent

By: 
Name: MICHAEL MOORE
Title: Vice President

By: _____
Name: _____
Title: _____

SCHEDULE A

Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
ACUMEN	87672821	6-Nov-17	5740746	30-Apr-19
AMERICAN CREW NINE	87027442	6-May-16	5064398	18-Oct-16
GROOM TO WIN	86619552	5-May-15	4906272	23-Feb-16
MENSWORK	75/979841	4-Nov-97	2414785	19-Dec-00
FIBER	75/793805	7-Sep-99	2362341	27-Jun-00
AMERICAN CREW	75/977912	6-Sep-96	2215539	29-Dec-98
CLASSIC GRAY	76/167905	20-Nov-00	2615903	3-Sep-02
AMERICAN CREW - OFFICIAL SUPPLIER TO MEN	76/288851	23-Jul-01	2735377	8-Jul-03
MENSWORK	76/149508	18-Oct-00	2619890	17-Sep-02
AMERICAN CREW	74/433656	8-Sep-93	1904875	11-Jul-95