

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535425

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Back-Up Trademark Security Agreement
SEQUENCE:	4

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BEAUTYGE BRANDS USA, INC.		08/06/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	BEAUTYGE I
Street Address:	One New York Plaza
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	Exempted company incorporated: CAYMAN ISLANDS

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: 5 source=5. U.S. Back-up lien (Cayman Holdco) (Executed)#page1.tif source=5. U.S. Back-up lien (Cayman Holdco) (Executed)#page2.tif source=5. U.S. Back-up lien (Cayman Holdco) (Executed)#page3.tif source=5. U.S. Back-up lien (Cayman Holdco) (Executed)#page4.tif source=5. U.S. Back-up lien (Cayman Holdco) (Executed)#page5.tif	

BACK-UP TRADEMARK SECURITY AGREEMENT

This **BACK-UP TRADEMARK SECURITY AGREEMENT**, dated as of August 6, 2019 (this "Agreement"), is made by Beautyge Brands USA, Inc., a Delaware corporation, as Grantor (the "Grantor") in favor of Beautyge I, an exempted company incorporated under the law of Cayman Islands with limited liability ("Beautyge I") for the benefit of the Secured Parties.

WHEREAS, pursuant to the Upper Tier Transfer and Contribution Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Contribution Agreement"), between Revlon Consumer Products Corporation, a Delaware corporation, the Grantor and Beautyge I, if any Conveyance thereunder shall be characterized as a loan and not as a transfer and/or contribution, Beautyge I and its assignees shall have, a security interest in the Grantor's right, title and interest in, to and under the Trademark Collateral (as defined below); and

WHEREAS, pursuant to Section 2.1(c) of the Contribution Agreement, the Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Beautyge I 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 agree with Beautyge I as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Contribution Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. The Grantor hereby grants to Beautyge I, 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 Beautyge I pursuant to the Contribution Agreement, and the Grantor hereby acknowledge and affirm that the rights and remedies of Beautyge I with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Contribution 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 Contribution Agreement, the provisions of the Contribution Agreement shall control. For the avoidance of doubt, the obligation under this Agreement shall include the recordation of the security interests granted under this Agreement in the register of mortgages and charges of Grantor.

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.

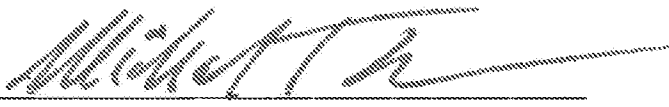
SECTION 5. Counterparts

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.

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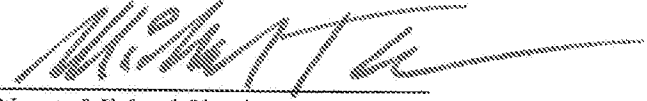
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Beautyge Brands USA, Inc., as Grantor

By: 
Name: Michael Sheehan
Title: Vice President and Secretary

Accepted and Agreed:

Beautyge I

By: 

Name: Michael Sheehan
Title: Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

COUNTRY	TRADEMARK	APP.DATE	REG. DATE	STATUS	APP. NO	REG. NO
United States of America	ACUMEN	6-Nov-17	30-Apr-2019	Registered	87672821	5740746
United States of America	AMERICAN CREW NINE	6-May-16	18-Oct-16	Registered	87027442	5064398
United States of America	AMERICAN CREW	8-Sep-93	11-Jul-95	Registered	74/433656	1904875
United States of America	AMERICAN CREW	6-Sep-96	29-Dec-1998	Registered	75/977912	2215539
United States of America	AMERICAN CREW - OFFICIAL SUPPLIER TO MEN	23-Jul-01	8-Jul-03	Registered	76/288851	2735377
United States of America	CLASSIC GRAY	20-Nov-00	3-Sep-02	Registered	76/167905	2615903
United States of America	FIBER	7-Sep-99	27-Jun-00	Registered	75/793805	2362341
United States of America	GROOM TO WIN	5-May-15	23-Feb-16	Registered	86619552	4906272
United States of America	MENSWORK	4-Nov-97	19-Dec-2000	Registered	75/979841	2414785
United States of America	MENSWORK	18-Oct-00	17-Sep-02	Registered	76/149508	2619890