

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575748

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Third Lien Trademark Security Agreement
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BrandCo Giorgio Beverly Hills 2020 LLC		05/07/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: UNITED STATES

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2735029	GG
Registration Number:	1163298	GIORGIO
Registration Number:	1327870	GIORGIO
Registration Number:	1389640	GIORGIO
Registration Number:	1419951	GIORGIO
Registration Number:	1458508	GIORGIO
Registration Number:	1693903	
Registration Number:	1248066	
Registration Number:	1385642	
Registration Number:	1419132	
Registration Number:	1163318	GIORGIO BEVERLY HILLS
Registration Number:	1350214	GIORGIO BEVERLY HILLS
Registration Number:	1460175	GIORGIO BEVERLY HILLS
Registration Number:	2001801	GIORGIO BEVERLY HILLS
Registration Number:	2951581	GIORGIO BEVERLY HILLS
Registration Number:	1526382	RED
Registration Number:	1678246	RED
Registration Number:	1631255	RED

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4734244	
Registration Number:	1275710	WINGS
Registration Number:	1855055	WINGS
Registration Number:	1811374	
Registration Number:	1812638	

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: lfranco@paulweiss.com, aspoto@paulweiss.com, rschwartz@paulweiss.com

Correspondent Name: Rebecca B. Schwartz

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER: 02500-0360

NAME OF SUBMITTER: Rebecca Schwartz

SIGNATURE: /Rebecca Schwartz/

DATE SIGNED: 05/11/2020

Total Attachments: 6

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THIRD LIEN TRADEMARK SECURITY AGREEMENT

This **THIRD LIEN TRADEMARK SECURITY AGREEMENT**, dated as of May 7, 2020 (this "Agreement"), is made by BrandCo Giorgio Beverly Hills 2020 LLC, a Delaware limited liability company, as Grantor (the "Grantor") in favor of Jefferies Finance LLC, as administrative agent for the Third Lien Secured Parties under the Credit Agreement referred to below (in such capacity, together with its successors in such capacity, the "Third Lien Collateral Agent").

WHEREAS, pursuant to that certain BrandCo Credit Agreement dated as of May 7, 2020 by and among Revlon Consumer Products Corporation, a Delaware corporation (the "Borrower"), Revlon, Inc., the financial institutions or other entities (the "Lenders") from time to time parties thereto and Jefferies Finance LLC as the administrative agent, the Third Lien Collateral Agent and the other Agents party thereto (as the same may hereafter be 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 Initial Term B-3 Lenders to make their respective extension of credit to the Borrower under the Credit Agreement, the Grantor entered into the Third Lien BrandCo Guarantee and Security Agreement dated as of May 7, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Security Agreement") between the Grantor and the Third Lien Collateral Agent, pursuant to which the Grantor granted to the Third Lien Collateral Agent, for the benefit of the Third Lien Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Guarantee and Security Agreement, the Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Third Lien Collateral Agent for the benefit of the Third Lien 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 Third Lien 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 Security 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 Third Lien Collateral Agent, for the benefit of the Third Lien 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 Third Lien 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 Third Lien Collateral Agent for the Third Lien Secured Parties pursuant to the Guarantee and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Third Lien 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 Security 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 Security Agreement, the provisions of the Guarantee and Security 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.

BrandCo Giorgio Beverly Hills 2020 LLC, as Grantor

By: 
Name: Michael T. Sheehan
Title: Vice President

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Third Lien Collateral Agent

By:  _____
Name: Brian Buoye
Title: Managing Director

SCHEDULE A
to
THIRD LIEN TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE
G (& Stylized 99)	75/665621	Mar 23 1999	2,735,029	Jul 8 2003
GIORGIO	73/241284	Dec 3 1979	1,163,298	Aug 4 1981
GIORGIO	73479205	May 7 1984	1327870	Apr 2 1985
GIORGIO (& Crest Device)	73560787	Sep 30 1985	1389640	Apr 15 1986
GIORGIO (& Crest Device)	73597338	May 7 1986	1419951	Dec 9 1986
GIORGIO (& Crest Device)	73645937	Feb 24 1987	1458508	Sep 22 1987
GIORGIO (Bottle Device 97 bw)	74-087214	Aug 13 1990	1,693,903	Jun 16 1992
GIORGIO (Yellow Stripes Device)	73255955	Mar 31 1980	1248066	Aug 16 1983
GIORGIO (Yellow Stripes Device)	73479058	May 7 1984	1385642	Mar 11 1986
GIORGIO (Yellow Stripes Device)	73597293	May 7 1986	1419132	Dec 2 1986
GIORGIO BEVERLY HILLS	73255956	May 31 1980	1,163,318	Aug 4 1981
GIORGIO BEVERLY HILLS	73479062	May 7 1984	1350214	Jul 23 1985
GIORGIO BEVERLY HILLS	73645941	Feb 24 1987	1460175	Oct 6 1987
GIORGIO BEVERLY HILLS	74529156	May 25 1994	2001801	Sep 17 1996
GIORGIO BEVERLY HILLS (Stylized 95)	78361425	Feb 3 2004	2,951,581	May 17 2005
RED	73704126	Jan 4 1988	1526382	Feb 28 1989
RED	74-128232	Jan 7 1991	1,678,246	Mar 10 1992
RED (& Device)	74-042528	Mar 26 1990	1,631,255	Jan 15 1991
RED (Swirl Device 14 bw)	86255117	Apr 17 2014	4734244	May 12 2015
WINGS	409,346	Jan 14 1983	1275710	May 1 1984
WINGS	74/246,464	Feb 14 1992	1855055	Sep 20 1994
WINGS (BOTTLE DEVICE)	74/115,835	Nov 16 1990	1811374	Dec 14 1993
WINGS (BOTTLE DEVICE)	74/115836	Nov 16 1990	1812638	Dec 21 1993