

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575733

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Beautyge II, 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: 10

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

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

CH \$265.00 5740746

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 Beautyge II, 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.

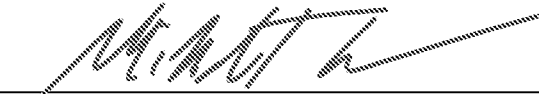
SECTION 5. Counterparts

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.

Beautyge II, 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
ACUMEN	87672821	Nov 6 2017	5740746	Apr 30 2019
AMERICAN CREW	74/433656	Sep 8 1993	1904875	Jul 11 1995
AMERICAN CREW	75/977912	Sep 6 1996	2215539	Dec 29 1998
AMERICAN CREW - OFFICIAL SUPPLIER TO MEN	76/288851	Jul 23 2001	2735377	Jul 8 2003
AMERICAN CREW NINE	87027442	May 6 2016	5064398	Oct 18 2016
CLASSIC GRAY	76/167905	Nov 20 2000	2615903	Sep 3 2002
FIBER	75/793805	Sep 7 1999	2362341	Jun 27 2000
GROOM TO WIN	86619552	May 5 2015	4906272	Feb 23 2016
MENSWORK	75/979841	Nov 4 1997	2414785	Dec 19 2000
MENSWORK	76/149508	Oct 18 2000	2619890	Sep 17 2002