

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT																														
NATURE OF CONVEYANCE:	SECURITY AGREEMENT																														
CONVEYING PARTY DATA																															
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>CREATIVE NAIL DESIGN, INC.</td> <td>01/21/2014</td> </tr> <tr> <td>ROUX LABORATORIES, INC.</td> <td>01/21/2014</td> </tr> </tbody> </table>		Name	Execution Date	CREATIVE NAIL DESIGN, INC.	01/21/2014	ROUX LABORATORIES, INC.	01/21/2014																								
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<table border="1"> <tr> <td>Name:</td> <td>CITICORP USA, INC., AS COLLATERAL AGENT</td> </tr> <tr> <td>Street Address:</td> <td>388 GREENWICH STREET</td> </tr> <tr> <td>City:</td> <td>NEW YORK</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10013</td> </tr> </table>		Name:	CITICORP USA, INC., AS COLLATERAL AGENT	Street Address:	388 GREENWICH STREET	City:	NEW YORK	State/Country:	NEW YORK	Postal Code:	10013																				
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Application Number:	12573633
Application Number:	13303584
Application Number:	13907131
Application Number:	12573640
Application Number:	13852664
Application Number:	13042436
Application Number:	29383960
Application Number:	13012618
Application Number:	61617978
Application Number:	13827389
Application Number:	29424673
Application Number:	29456518
Application Number:	61692096
Application Number:	13827483
Application Number:	61814691
Application Number:	61894741
Application Number:	08494504
Application Number:	12176285
Application Number:	12758279

CORRESPONDENCE DATA

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

ATTORNEY DOCKET NUMBER:	02500-350
NAME OF SUBMITTER:	ELANA D. BENSOU
Signature:	/EDB/
Date:	01/29/2014

Total Attachments: 8

PATENT
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PATENT SECURITY AGREEMENT, dated as of January 21, 2014, by each of the entities listed on the signature pages hereof (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of Citicorp USA, Inc. ("*Citicorp*"), as collateral agent for the Secured Parties (as defined in the Credit Agreements referred to below) (in such capacity, the "*Collateral Agent*").

W i t n e s s e t h:

WHEREAS, Revlon Consumer Products Corporation (the "*Company*"), certain of its subsidiaries, as Local Borrowing Subsidiaries (as defined therein), the lenders (the "*Multi-Currency Lenders*") and issuing lenders (the "*Issuing Lenders*") party thereto, Citicorp, as administrative agent for the Multi-Currency Lenders and Issuing Lenders (the "*Multi-Currency Administrative Agent*"), and the Collateral Agent, are parties to the Third Amended and Restated Revolving Credit Agreement, dated as of June 16, 2011 (as such agreement has been and may be amended, restated, supplemented, renewed or otherwise modified from time to time, together with any other agreements pursuant to which any such Indebtedness or any commitments, obligations, costs, expenses, fees, reimbursements, indemnities or other obligations payable or owing thereunder may be refinanced, restructured, renewed, extended, increased, refunded or replaced, the "*Multi-Currency Credit Agreement*");

WHEREAS, the Company, the lenders (the "*Term Loan Lenders*"; together with the Multi-Currency Lenders and the Issuing Lenders, the "*Lenders*") party thereto, Citicorp, as administrative agent for the Term Loan Lenders (the "*Term Loan Administrative Agent*", and together with the Multi-Currency Administrative Agent, the "*Administrative Agents*") and the Collateral Agent (together with the Administrative Agents, the "*Agents*") are parties to the Third Amended and Restated Term Loan Agreement, dated as of May 19, 2011 (as such agreement has been and may be amended, restated, supplemented, renewed or otherwise modified from time to time, together with any other agreements pursuant to which any such Indebtedness or any commitments, obligations, costs, expenses, fees, reimbursements, indemnities or other obligations payable or owing thereunder may be refinanced, restructured, renewed, extended, increased, refunded or replaced, the "*Term Loan Agreement*", and together with the Multi-Currency Credit Agreement, the "*Credit Agreements*");

WHEREAS, all the Grantors are party to a Third Amended and Restated Pledge and Security Agreement, dated as of March 11, 2010, in favor of the Collateral Agent (as the same has been and may be amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Administrative Agents and the Collateral Agent to enter into the Credit Agreements, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreements or in the Security Agreement and used herein have the meaning given to them in the Credit Agreements or the Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Security Agreement) of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties (as defined in the Security Agreement), and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

- (a) all of its Patents and Patent Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all reissues, continuations or continuations-in-part of the foregoing; and
- (c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent licensed under any Patent License.

Section 3. Security Agreement

The security interests granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts; Governing Law

This Patent Security Agreement may be executed by one or more of the parties to this Patent Security Agreement on any number of separate counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple counterparts and attached to a single counterpart so that all signature pages are attached to the same document. Delivery of an executed counterpart by telecopy or other electronic transmission shall be effective as delivery of a manually executed counterpart.

This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

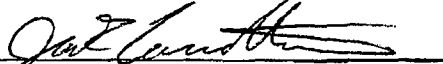
IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CREATIVE NAIL DESIGN, INC.,
as Grantor

By: 
Name: Jack Carrothers
Title: Senior Corporate Counsel and Secretary

[Signature Page to Patent Security Agreement]

ROUX LABORATORIES, INC.,
as Grantor

By: 
Name: Jack Carrothers
Title: Senior Corporate Counsel and Secretary

[Signature Page to Patent Security Agreement]

PATENT
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ACCEPTED AND AGREED
as of the date first above written:

CITICORP USA, INC.,
as Collateral Agent

By: 

Name: Michael Smolow
Title: Director

[Signature Page to Patent Security Agreement]

PATENT
REEL: 032154 FRAME: 0408

Schedule 1

Patents and Patent Licenses

1. Registrations and Applications

Patent Identifier	Patent Number	Jurisdiction	Title	Owner	BU	Application Number	File Date	Issue Date	Exp. Date	Status
	5,450,864	USA	Artificial Nail Tips	Creative Nail Design System Incorporated & Finanz St. Honore B.V. (co-owners)	CND	08/203,634	28/02/1994	19/09/1995	28/02/2014	ACTIVE
	5,523,076	USA	Artificial Nail Composition	Creative Nail Design, Inc.	CND	08/299,476	31/08/1994	04/06/1996	31/08/2014	ACTIVE
	6,818,207	USA	Artificial Nail Compositions and Related Method	Creative Nail Design, Inc.	CND	09/037,128	09/03/1998	16/11/2004	09/03/2018	ACTIVE
	8,124,058	USA	Artificial Nail Compositions and Related Method	Creative Nail Design, Inc.	CND	10/988,990	15/11/2004	28/02/2012	15/11/2014	ACTIVE
	D426,919	USA	Form with Punch Out Center for use in Applying Artificial Fingernails	Creative Nail Design, Inc.	CND	29/112,069	12/10/1999	20/06/2000	20/06/2014	ACTIVE
	D433,189	USA	Nail Implement With Detachable Brush	Creative Nail Design, Inc.	CND	29/114,860	03/12/1999	31/10/2000	31/10/2014	ACTIVE
	D433,537	USA	Nail Implement With Detachable Brush	Creative Nail Design, Inc.	CND	29/114,852	03/12/1999	07/11/2000	07/11/2014	ACTIVE
	D434,187	USA	Detachable Brush	Creative Nail Design, Inc.	CND	29/114,879	03/12/1999	21/11/2000	21/11/2014	ACTIVE
	D435,695	USA	Detachable Brush	Creative Nail Design, Inc.	CND	29/114,853	03/12/1999	26/12/2000	26/12/2014	ACTIVE
	8,481,010	USA	Covalently Bonding Nail Primer	Creative Nail Design, Inc.	CND	12/127,769	27/05/2008	09/07/2013	08/09/2028	ACTIVE
Gel Nail Products	6,391,938	USA	Radiation Curable Nail Coatings	Creative Nail Design, Inc.	CND	09/466,986	17/12/1999	21/05/2002	17/12/2019	ACTIVE
Gel Nail Products	6,599,958	USA	Radiation Curable Nail Coatings	Creative Nail Design, Inc.	CND	09/912,816	24/07/2001	29/07/2003	24/07/2021	ACTIVE

Gel Nail Products	6,803,394	USA	Radiation Curable Nail Coatings and Artificial Nail Tips and Methods of Using Same	Creative Nail Design, Inc.	CND	10/154,235	21/05/2002	12/10/2004	21/05/2022	ACTIVE
Shellac Basecoat	8,263,677	USA	Removable Color Gel Basecoat for Artificial Nail Coatings and Methods Thereof	Creative Nail Design, Inc.	CND	12/555,571	08/09/2009	10/09/2012	08/09/2029	ACTIVE
Shellac Basecoat CON	8,399,557	USA	Compositions and Methods for Nail Coatings	Creative Nail Design, Inc.	CND	13/079,261	04/04/2011	19/03/2013	04/04/2031	ACTIVE
Shellac Basecoat Second CON		USA	Removable Color Gel Basecoat for Artificial Nail Coatings and Methods Thereof	Creative Nail Design, Inc.	CND	13/846,024	18/03/2013			Filed
Shellac Color Coat	8,492,454	USA	Removable Color Layer for Artificial Nail Coatings and Methods Thereof	Creative Nail Design, Inc.	CND	12/573,633	05/10/2009	23/07/2013	19/05/2029	ACTIVE
Shellac Color Coat Continuation (CON)	8,367,742	USA	Removable Color Layer for Artificial Nail Coatings and Methods Thereof	Creative Nail Design, Inc.	CND	13/303,584	05/10/2009	05/02/2013	05/10/2029	ACTIVE
Shellac Color Coat CON 2		USA	Removable Color Layer for Artificial Nail Coatings and Methods Thereof	Creative Nail Design, Inc.	CND	13/907,131	31/05/2013			Filed
Shellac Topcoat	8,541,482	USA	Removable Multilayer Nail Coating System and Methods Thereof	Creative Nail Design, Inc.	CND	12/573,640	05/10/2009	24/09/2013	05/10/2029	ACTIVE
Shellac Top Coat CON		USA	Removable Protective Topcoat for Artificial Nail Coatings and Methods Thereof	Creative Nail Design, Inc.	CND	13/852,664	28/03/2013			Filed
Shellac Continuation-In-Part (CIP)		USA	Compositions and Methods for UV-curable Cosmetic Nail Coatings	Creative Nail Design, Inc.	CND	13/042,436	07/03/2011		07/03/2031	Filed
Ultraviolet (UV) Lamp	D662,259	USA	Nail Product Curing Lamp	Creative Nail Design, Inc.	CND	29/383,960	25/01/2011	19/06/2012	19/06/2026	ACTIVE
UV Lamp		USA	UV Nail Lamp	Creative Nail Design, Inc.	CND	13/012,618	24/01/2011		24/01/2031	Office Action
Light Emitting		USA	Nail Lamp	Creative Nail Design, Inc.	CND	61/617,978	30/03/2012		30/03/2032	Filed

