

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3475442

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
REVLON CONSUMER PRODUCTS CORPORATION	07/31/2015
RECEIVING PARTY DATA	
Name:	CITICORP USA, INC.
Street Address:	388 GREENWICH STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10013
PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	62142798
Application Number:	29519370
Application Number:	14713736
Application Number:	62134280
PCT Number:	US1511949
PCT Number:	US1512852
PCT Number:	US1517349
CORRESPONDENCE DATA	
Fax Number:	
<i>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.</i>	
Email:	cmeredithgoujon@paulweiss.com, dewilliams@paulweiss.com
Correspondent Name:	CLAUDINE MEREDITH-GOUJON
Address Line 1:	1285 AVENUE OF THE AMERICAS
Address Line 4:	NEW YORK, NEW YORK 10019-6064
ATTORNEY DOCKET NUMBER:	2500-350
NAME OF SUBMITTER:	CLAUDINE MEREDITH-GOUJON
SIGNATURE:	/Claudine Meredith-Goujon/
DATE SIGNED:	08/09/2015
Total Attachments: 6	

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PATENT SECURITY AGREEMENT, dated as of July 31, 2015 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").

WITNESSETH:

WHEREAS, the Company, certain of its subsidiaries, 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 or 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 or 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"); and

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 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 are 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 interests 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.

[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.

REVLON CONSUMER PRODUCTS
CORPORATION,
as Grantor

By: 

Name: Michael Sheehan

Title: SVP, Deputy General Counsel and
Secretary

ACCEPTED AND AGREED
as of the date first above written:

CITICORP USA, INC.,
as Collateral Agent

By: 

Name: Thomas M. Halsch
Title: Vice President

REVL0L-346797.2.0

PATENT

REEL: 036284 FRAME: 0499

ACKNOWLEDGMENT OF GRANTOR

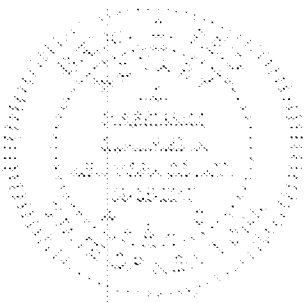
STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 3 day of August, 2015 before me personally appeared Michael T. Sheehan, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Revlon Consumer Products Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Brian D. Reid

Notary Public

BRIAN D. REID
Notary Public, State of New York
No. 01RES286838
Qualified in New York County
Commission Expires Aug. 5, 2017



**SCHEDULE I
TO
PATENT SECURITY AGREEMENT**

Patent Registrations

- A. REGISTERED PATENTS
- B. PATENT APPLICATIONS
- C. PATENT LICENSES--Include complete legal description of agreement (name of agreement, parties and date)

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Period from January 1, 2015 through June 30, 2015

A. REGISTERED PATENTS US

NONE FOR THIS PERIOD

B. FILED APPLICATIONS US

Docket	Filing Date	Application	Priority Date	Product
13-07	1/20/15	PCT/US15/11949	61/930,255 filed 1/22/14	Hydrogen Peroxide in Antiperspirant
13-08	1/26/15	PCT/US15/12852	61/935,123 filed 2/03/14	Mobile Device Program for Nail Enamel
14-01	2/24/15	PCT/US15/17349	61/935,123 Filed 2/3/14	Artificial Nail
14-09	4/03/15	62/142,798	None	Hair Care
15-01	3/4/15	29/519,370	None	Cosmetic Applicator for eyes
C.6 con4	5/15/15	14/713,736	13/079,261 Filed 4/4/11	Shellac Nail Enamel
15-03	3/17/15	62/134,280	None	Mascara Brush

C. PATENT LICENSE

None for this period

REVLGL-344007.10.6