

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3717279

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	PATENT SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
REVLON CONSUMER PRODUCTS CORPORATION	01/29/2016

**RECEIVING PARTY DATA**

<b>Name:</b>	CITICORP USA, INC.
<b>Street Address:</b>	390 GREENWICH STREET
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10013

**PROPERTY NUMBERS Total: 22**

Property Type	Number
Patent Number:	D742589
Patent Number:	D743101
Patent Number:	D735947
Patent Number:	D737521
Application Number:	29537925
Application Number:	14771687
Application Number:	14771384
Application Number:	14849078
PCT Number:	US2015053449
Patent Number:	5989533
Patent Number:	6139880
Patent Number:	6033651
Patent Number:	6171581
Patent Number:	6391938
Patent Number:	6803394
Patent Number:	6599958
Patent Number:	8367742
Patent Number:	8492454
Patent Number:	8399537
Patent Number:	8263677

PATENT

Property Type	Number
Patent Number:	8901199
Patent Number:	8541482

**CORRESPONDENCE DATA**

**Fax Number:** (212)310-8007

*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.*

**Phone:** 212.833.3106

**Email:** Juan.Arias@weil.com

**Correspondent Name:** RACHEL SCHLOBOHM

**Address Line 1:** WEIL, GOTSHAL & MANGES LLP

**Address Line 2:** 767 FIFTH AVENUE

**Address Line 4:** NEW YORK, NEW YORK 10153

**NAME OF SUBMITTER:** RACHEL SCHLOBOHM

**SIGNATURE:** /RACHEL SCHLOBOHM/

**DATE SIGNED:** 01/29/2016

**Total Attachments: 8**

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**PATENT SECURITY AGREEMENT**, dated as of January 29, 2016 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"); and

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.

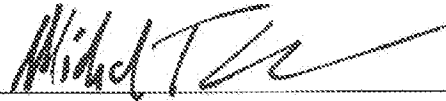
*Section 3. Security Agreement*

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:

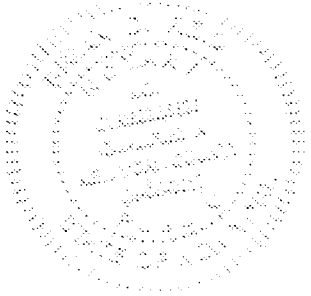
CITICORP USA, INC.,  
*as Collateral Agent*

By: \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK     )  
                                  ) ss.  
COUNTY OF NEW YORK)

On this 22 day of January, 2016 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 Reid*  
\_\_\_\_\_  
Notary Public

BRIAN D. REID  
Notary Public, State of New York  
No. 01RES28838  
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 JULY 1, 2015 THROUGH December 31, 2015**

**A. REGISTERED PATENTS US**

<b>Docket</b>	<b>Issue Date</b>	<b>Patent Number</b>	<b>Priority Date</b>	<b>Product</b>
14-17	11/3/15	D742,589	29/496,288 Filed 7/11/14	Cosmetic Applicator
14-20	11/10/15	D743,101	29/498,399 Filed 8/4/14	Cosmetic Container
12-20	8/4/15	D735,947	29/470,853 Filed 10/25/13	Cosmetic Compact
12-21	8/25/15	D737,521	29/470,857 Filed 10/25/13	Cosmetic Compact

**B. FILED APPLICATIONS**

<b>Docket</b>	<b>Filing Date</b>	<b>Application Number</b>	<b>Priority Date</b>	<b>Product</b>
15-02	8/31/15	29/537,925	none	Cosmetic Brush
12-06A	8/31/15	14/771,687	October 1, 2013	Small molecule used in makeup
13-01	8/28/15	14/771,384	March 1, 2013	Small molecule used in makeup
14-23	9/9/15	14/849,078	September 10, 2014	Activation of Hydrogen Peroxide
14-24	10/1/15	PCT/US15/53449	October 1, 2014	UV Nail Lamp

**C. PATENT LICENSE**

None for this Period



SCHEDULE 5B to  
Pledge and Security Agreement

MATERIAL INTELLECTUAL PROPERTY  
(Updated through December 31, 2015)

Trademarks

Registrations in the United States Patent and Trademark Office for:

- Revlon in the U.S. (taken as a whole)
- Almay in the U.S. (taken as a whole)
- Mitchum in the U.S. (taken as a whole)
- ColorStay in the U.S. (taken as a whole)
- ColorSilk in the U.S. (taken as a whole)
- American Crew in the U.S. (taken as a whole)
- CND in the U.S. (taken as a whole)
- Revlon Professional in the U.S. (taken as a whole)

Patents

<u>Dockets</u>	<u>Patent No.</u>	<u>Grant Date</u>	<u>Title</u>	<u>Jurisdiction</u>
97-4	5,989,533	11/23/99	Hair Conditioning Compositions Containing X or B Hydroxy Acid Esters	U.S.
98-16	6,139,880 6,033,651	10/31/00 03/07/00	Gel Cosmetic Composition	U.S.
98-51	6,171,581	01/09/01	Water & Oil Emulsion Solid Antiperspirant/ Deodorant Composition	U.S.
C.23	6,391,938 6,803,394 6,599,958	05/21/02 10/12/04 07/29/03	Radiation Curable Nail Coatings	U.S.
C.25	8,367,742 8,492,454	02/05/13 07/23/13	Removable Color Layer for Artificial Nail Coatings and Methods Therefor	U.S.
C.6	8,399,537 8,263,677 8,901,199	03/19/13 09/11/12 12/2/14	Removable Color Gel Basecoat for Artificial Nail Coatings and Methods Therefor	U.S.
C.7	8,541,482	09/24/13	Removeable Protective TopCoat for Nail	U.S.

REVLGL-351046.1.0

Copyrights  
None

REVLGL-351046.1.0

RECORDED: 01/29/2016

PATENT  
REEL: 037640 FRAME: 0616