

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5058736

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| REVLON CONSUMER PRODUCTS CORPORATION | 04/17/2018 |
| CREATIVE NAIL DESIGN, INC. | 04/17/2018 |
| RECEIVING PARTY DATA | |
| Name: | CITIBANK, N.A., AS COLLATERAL AGENT |
| Street Address: | 388 GREENWICH STREET |
| Internal Address: | 7TH FLOOR |
| City: | NEW YORK |
| State/Country: | NEW YORK |
| Postal Code: | 10013 |
| PROPERTY NUMBERS Total: 2 | |
| Property Type | Number |
| Application Number: | 15679523 |
| Application Number: | 15348266 |
| 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: | nalbano@paulweiss.com,dewilliams@paulweiss.com,aspoto@paulweiss.com |
| Correspondent Name: | NICOLE A. ALBANO |
| Address Line 1: | 1285 AVENUE OF THE AMERICAS |
| Address Line 4: | NEW YORK, NEW YORK 10019-6064 |
| ATTORNEY DOCKET NUMBER: | 02500-355 |
| NAME OF SUBMITTER: | NICOLE A. ALBANO |
| SIGNATURE: | /Nicole A. Albano/ |
| DATE SIGNED: | 07/19/2018 |
| Total Attachments: 5 | |
| source=12016698_6_Rouge - Patent Security Agreement (ABL) (Executed)#page1.tif | |
| source=12016698_6_Rouge - Patent Security Agreement (ABL) (Executed)#page2.tif | |
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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, effective as of April 17, 2018 (this "Agreement"), is made by the signatory hereto indicated as a Grantor (the "Grantor") in favor Citibank, N.A., as collateral agent (in such capacity, and together with its successors and assigns, the "Collateral Agent") for the benefit of the Secured Parties.

WHEREAS, pursuant to that certain Asset-Based Revolving Credit Agreement dated as of September 7, 2016 by and among Revlon Consumer Products Corporation, a Delaware corporation (the "Borrower"), and certain local borrowing subsidiaries as may be from time to time party thereto, as borrowers, Revlon, Inc., a Delaware corporation ("Holdings"), the banks and other financial institutions or entities (the "Lenders") from time to time parties thereto and Citibank, N.A., as Administrative Agent, Collateral Agent Issuing Lender and Swingline Lender (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, to the Borrower;

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrower under the Credit Agreement, the Grantor entered into the ABL Guarantee and Collateral Agreement dated as of September 7, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") between each of the Grantor and the Collateral Agent, pursuant to which each of the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Patent Collateral (as defined below); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Collateral Agent for the benefit of the 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 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 Collateral Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest

The Grantor hereby grants to the Collateral Agent, for the benefit of the 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 "Patent 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 Secured Obligations:

(i) all letters patent and all applications for the issuance thereof, including, without limitation, those United States patents and patent applications listed in Schedule A attached hereto (ii) all continuations, divisions, continuations-in-part or renewals thereof, (iii) all rights to obtain any reissues or extensions of the foregoing, (iv) all rights to sue at law or in equity for any infringement or other violation thereof, including the right to receive all Proceeds and damages therefrom, and (v) all other rights priorities and privileges relating thereto.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the 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 Guarantee and Collateral 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 Collateral Agreement, the provisions of the Guarantee and Collateral 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.

**REVLON CONSUMER PRODUCTS
CORPORATION,
as Grantor**

By: 

Name: Yossi Almani

Title: Vice President and Assistant Secretary

**CREATIVE NAIL DESIGN, INC.,
as Grantor**

By: 

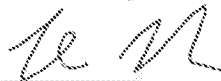
Name: Yossi Almani

Title: Vice President and Assistant Secretary

[Signature Page to the Patent Security Agreement]

Accepted and Agreed:

CITIBANK, N.A.,
as Collateral Agent

By: 
Name: Thomas M. Halsch
Title: Vice President

[Signature Page to the Patent Security Agreement]

PATENT
REEL: 046403 FRAME: 0584

SCHEDULE A
to
PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

| No. | Title of Patent | Owner | Application Number and Filing Date | Patent Number and Issue Date | Country/Jurisdiction |
|------------|---|---|---|---|-----------------------------|
| 1 | Nail Lamp | Revlon Consumer Products Corporation | 15/679523 17-Aug-2017 | | United States of America |
| 2 | Nail coatings having enhanced adhesion | Creative Nail Design, Inc. | 15/348266 10-Nov-2016 | | United States of America |