

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT6061342

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT (ABL)
SEQUENCE:	1
CONVEYING PARTY DATA	
Name	Execution Date
REVLON CONSUMER PRODUCTS CORPORATION	04/03/2020
RECEIVING PARTY DATA	
Name:	CITIBANK, N.A., AS COLLATERAL AGENT
Street Address:	388 GREENWICH STREET, 7TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10013
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	D859999
Patent Number:	D808582
Application Number:	16506044
Application Number:	16017007
Application Number:	16608482
CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
<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>	
Phone:	714-540-1235
Email:	ipdocket@lw.com
Correspondent Name:	LATHAM & WATKINS LLP
Address Line 1:	650 TOWN CENTER DRIVE, SUITE 2000
Address Line 4:	COSTA MESA, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	049133-0286
NAME OF SUBMITTER:	ANNA T KWAN
SIGNATURE:	/ATK/
DATE SIGNED:	04/14/2020
Total Attachments: 5	

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, effective as of April 3, 2020 (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

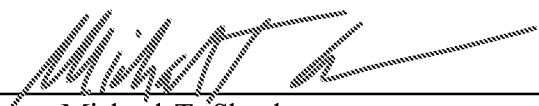
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[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: Michael T. Sheehan
Title: Senior Vice President,
Deputy General Counsel and
Secretary

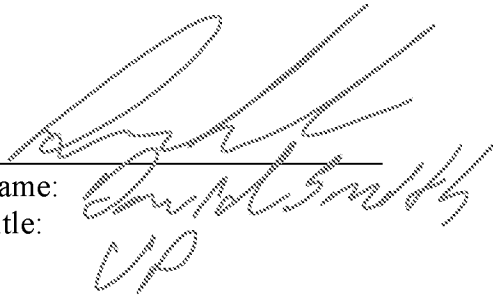
Accepted and Agreed:

CITIBANK, N.A.,
as Collateral Agent

By: _____

Name:

Title:

Handwritten signature and title in cursive script, appearing to be "CITIBANK" and "Collateral Agent".

[Signature Page to Patent Security Agreement]

SCHEDULE A
to
PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

Revlon Consumer Products Corporation

Title	App. No. App. Date	Patent / Pub. No. Issue / Pub. Date	Status	Owner
Combined Bottle and Cap	29631793 1/3/2018	D859999 9/17/2019	Issued	Revlon Consumer Products Corporation
Powder Puff	29573575 8/8/2016	D808582 1/23/2018	Issued	Revlon Consumer Products Corporation
Nail Lamp	16506044 7/9/2019	20190331420 10/31/2019	Pending	Revlon Consumer Products Corporation
Nail Composition with Capped Oligomers	16017007 6/25/2018	20190388332 12/26/2019	Pending	Revlon Consumer Products Corporation
Cosmetic Composition, Method And Process Of Application Thereof	16/608,482 10/25/19	20200054547 2/20/2020	Pending	Revlon Consumer Products Corporation