

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT6098835

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	BACK-UP PATENT SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Execution Date
ELIZABETH ARDEN, INC.	05/07/2020

RECEIVING PARTY DATA

Name:	BEAUTYGE I
Street Address:	27 HOSPITAL ROAD
Internal Address:	CAYMAN CORPORATE CENTRE C/O WALKERS CORPORATE LIMITED
City:	GEORGE TOWN
State/Country:	CAYMAN ISLANDS
Postal Code:	KY1-9008

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	8338648
Patent Number:	8334413
Patent Number:	6649178
Patent Number:	6603550
Patent Number:	6756045
Patent Number:	8173703
Patent Number:	8354550
Patent Number:	9290436

CORRESPONDENCE DATA

Fax Number:

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.

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ATTORNEY DOCKET NUMBER:	02500-0360
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NAME OF SUBMITTER:	REBECCA SCHWARTZ
SIGNATURE:	/Rebecca Schwartz/
DATE SIGNED:	05/08/2020
Total Attachments: 4 source=13754598_2_Revlon - Elizabeth Arden Inc - Back Up Lien - Upper Tier - Patent (US) (Executed)#page1.tif source=13754598_2_Revlon - Elizabeth Arden Inc - Back Up Lien - Upper Tier - Patent (US) (Executed)#page2.tif source=13754598_2_Revlon - Elizabeth Arden Inc - Back Up Lien - Upper Tier - Patent (US) (Executed)#page3.tif source=13754598_2_Revlon - Elizabeth Arden Inc - Back Up Lien - Upper Tier - Patent (US) (Executed)#page4.tif	

BACK-UP PATENT SECURITY AGREEMENT

This **BACK-UP PATENT SECURITY AGREEMENT**, dated as of May 7, 2020 (this "Agreement"), is made by Elizabeth Arden, Inc., a Florida corporation, as Grantor (the "Grantor") in favor of Beautyge I, an exempted company incorporated under the law of Cayman Islands with limited liability ("Beautyge I") for the benefit of the Secured Parties.

WHEREAS, pursuant to the Upper Tier Transfer and Contribution Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Contribution Agreement"), between the Transferor Entities and Beautyge I, if any Conveyance thereunder shall be characterized as a loan and not as a transfer and/or contribution, Beautyge I and its assignees shall have a security interest in the Grantor's right, title and interest in, to and under the Patent Collateral (as defined below); and

WHEREAS, pursuant to Section 2.1(c) of the Contribution Agreement, the Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to Beautyge I 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 Beautyge I as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Contribution Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral

The Grantor hereby grants to Beautyge I 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 (as defined in the Credit Agreement):

(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 Beautyge I pursuant to the Contribution Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of Beautyge I with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Contribution 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 Contribution Agreement, the provisions of the Contribution Agreement shall control. For the avoidance of doubt, the obligation under this Agreement shall include the recordation of the security interests granted under this Agreement in the register of mortgages and charges of Grantor.

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.

Elizabeth Arden, Inc., as Grantor

By: 
Name: Michael T. Sheehan
Title: Vice President

Accepted and Agreed:

Beautyge I

By: 
Name: Michael T. Sheehan
Title: Director

SCHEDULE A
to
PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

TITLE	APP. NO.	FILING DATE	PATENT NO.	ISSUE DATE
TOPICAL COMPOSITIONS AND METHODS FOR EPITHELIAL-RELATED CONDITIONS	11151174	Jun 13, 2005	8338648	Dec 25, 2012
TOPICAL COMPOSITIONS AND METHODS FOR EPITHELIAL-RELATED CONDITIONS	12968800	Dec 15, 2010	8334413	Dec 18, 2012
COSMETIC COMPOSITION FOR STRESSED SKIN UNDER EXTREME CONDITIONS	09880245	Jun 13, 2001	6649178	Nov 18, 2003
DEVICE, KIT AND METHOD FOR SELECTING PERSONALIZED COLOR COSMETICS	09879520	Jun 12, 2001	6603550	Aug 5, 2003
TOPICALLY APPLIED IDEBENONE-CONTAINING AGENT WITH PROTECTIVE AND REGENERATIVE EFFECT	10030842	37265	6756045	
SKIN TREATMENTS WITH CARBOXYLIC ACID-SUBSTITUTED IDEBENONE DERIVATIVES	12574135	40092	8173703	
SKIN TREATMENTS CONTAINING CARBOXYLIC ACID-SUBSTITUTED IDEBENONE DERIVATIVES AND METHODS OF PREPARATION AND USE THEREOF	13349651	40921	8354550	
COMPOSITIONS CONTAINING CARBOXYLIC ACID-SUBSTITUTED DERIVATIVES	13714136	41256	9290436	