

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT6099545

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	THIRD LIEN PATENT SECURITY AGREEMENT
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Execution Date
BRANDCO CND 2020 LLC	05/07/2020

RECEIVING PARTY DATA

Name:	JEFFERIES FINANCE LLC
Street Address:	520 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022

PROPERTY NUMBERS Total: 21

Property Type	Number
Patent Number:	8481010
Patent Number:	8263677
Patent Number:	8541482
Patent Number:	8901199
Patent Number:	8399537
Patent Number:	8367742
Patent Number:	9841233
Patent Number:	9717672
Patent Number:	9713585
Patent Number:	10247475
Patent Number:	10532020
Patent Number:	10393433
Patent Number:	D662259
Patent Number:	D685949
Patent Number:	D702400
Patent Number:	D748863
Patent Number:	D747828
Application Number:	15721988
Application Number:	16230724

PATENT

Property Type	Number
Application Number:	16288840
Application Number:	16506044

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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Address Line 1: PAUL WEISS RIFKIND WHARTON & GARRISON LLP

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Address Line 4: NEW YORK, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	02500-0360
NAME OF SUBMITTER:	REBECCA SCHWARTZ
SIGNATURE:	/Rebecca Schwartz/
DATE SIGNED:	05/11/2020

Total Attachments: 5

- source=Revlon - BrandCo CND 2020 LLC - Patent Security Agreement (US) - Third Lien (Executed)#page1.tif
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THIRD LIEN PATENT SECURITY AGREEMENT

This **THIRD LIEN PATENT SECURITY AGREEMENT**, dated as of May 7, 2020 (this "Agreement"), is made by BrandCo CND 2020 LLC, a Delaware limited liability company, as Grantor (the "Grantor") in favor of Jefferies Finance LLC, as collateral agent for the Third Lien Secured Parties under the Credit Agreement referred to below (in such capacity, together with its successors in such capacity, the "Third Lien Collateral Agent").

WHEREAS, pursuant to that certain BrandCo Credit Agreement dated as of May 7, 2020 by and among Revlon Consumer Products Corporation, a Delaware corporation (the "Borrower"), Revlon, Inc., the financial institutions or other entities (the "Lenders") from time to time parties thereto and Jefferies Finance LLC as the administrative agent, the Third Lien Collateral Agent and the other Agents party thereto (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;

WHEREAS, as a condition precedent to the obligation of the Initial Term B-3 Lenders to make their respective extension of credit to the Borrower under the Credit Agreement, the Grantor entered into the Third Lien BrandCo Guarantee and Security Agreement dated as of May 7, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Security Agreement") between the Grantor and the Third Lien Collateral Agent, pursuant to which the Grantor granted to the Third Lien Collateral Agent for the benefit of the Third Lien Secured Parties, a security interest in the Patent Collateral (as defined below); and

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

SECTION 2. Grant of Security Interest in Patent Collateral

The Grantor hereby grants to the Third Lien Collateral Agent, for the benefit of the Third Lien 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 Third Lien 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 Third Lien Collateral Agent for the Third Lien Secured Parties pursuant to the Guarantee and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Third Lien 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 Security 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 Security Agreement, the provisions of the Guarantee and Security 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.

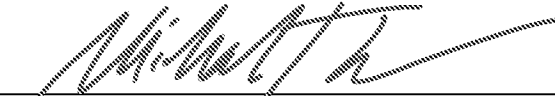
SECTION 5. Counterparts

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.

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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.

BrandCo CND 2020 LLC, as Grantor

By: 

Name: Michael T. Sheehan
Title: Vice President

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Third Lien Collateral Agent

By:  _____
Name: Brian Buoye
Title: Managing Director

SCHEDULE A
to
THIRD LIEN PATENT SECURITY AGREEMENT

UNITED STATES PATENT REGISTRATIONS AND APPLICATIONS

TITLE	APP. NO.	FILING DATE	PATENT NO.	ISSUE DATE
COVALENTLY BONDING NAIL PRIMER	12127769	May 27, 2008	8481010	Jul 9, 2013
REMOVABLE COLOR GEL BASECOAT FOR ARTIFICIAL NAIL COATINGS AND METHODS THEREFORE	12555571	Sep 8, 2009	8263677	Sep 11, 2012
Removable Multilayer Nail Coating System and Methods Therefore	12573640	Oct 5, 2009	8541482	Sep 24, 2013
COMPOSITIONS AND METHODS FOR UV-CURABLE COSMETIC NAIL COATINGS	13042436	Mar 7, 2011	8901199	Dec 2, 2014
Compositions and Methods for Nail Coatings	13079261	Apr 4, 2011	8399537	Mar 19, 2013
REMOVABLE COLOR LAYER FOR ARTIFICIAL NAIL COATINGS AND METHODS THEREFORE	13303584	Nov 23, 2011	8367742	Feb 5, 2013
Nail Lamp	13827389	Mar 14, 2013	9841233	Dec 12, 2017
COMPOSITIONS AND METHODS FOR UV-CURABLE COSMETIC NAIL COATINGS	14713736	May 15, 2015	9717672	Aug 1, 2017
Nail Coatings Having Enhanced Adhesion	14786491	Apr 22, 2014	9713585	Jul 25, 2017
Nail Lamp	15109503	Oct 1, 2015	10247475	Apr 2, 2019
NAIL COATINGS HAVING ENHANCED ADHESION	15348266	Nov 10, 2016	10532020	Jan 14, 2020
Nail Lamp	15679523	Aug 17, 2017	10393433	Aug 27, 2019
Keratin Treatments	15721988	Oct 2, 2017		
Silsesquioxanes and Use in Nail Coatings Thereof	16230724	Dec 21, 2018		
Nail Lamp	16288840	Feb 28, 2019		
Nail Lamp	16506044	Jul 9, 2019		
NAIL PRODUCT CURING LAMP	29383960	Jan 25, 2011	D662259	Jun 19, 2012
NAIL PRODUCT CURING LAMP	29424673	Jun 14, 2012	D685949	Jul 9, 2013
NAIL PRODUCT CURING LAMP	29456518	May 31, 2013	D702400	Apr 8, 2014
ARTIFICIAL NAIL	29486331	Mar 28, 2014	D748863	Feb 2, 2016
NAIL LAMP	29504153	Oct 2, 2014	D747828	Jan 19, 2016