

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6805746

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
REVLON CONSUMER PRODUCTS CORPORATION	07/09/2021
RECEIVING PARTY DATA	
Name:	MIDCAP FUNDING IV TRUST
Street Address:	7255 WOODMONT AVENUE, SUITE 300
Internal Address:	C/O MIDCAP FINANCIAL SERVICES, LLC
City:	BETHESDA
State/Country:	MARYLAND
Postal Code:	20814
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	10115118
Application Number:	17129072
Application Number:	17116605
CORRESPONDENCE DATA	
Fax Number:	(212)969-2900
<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:	212-969-3000
Email:	ypan@proskauer.com
Correspondent Name:	GLORIA H. KIM
Address Line 1:	PROSKAUER ROSE LLP
Address Line 2:	ELEVEN TIMES SQUARE
Address Line 4:	NEW YORK, NEW YORK 10036-8299
ATTORNEY DOCKET NUMBER:	11964-314
NAME OF SUBMITTER:	GLORIA H. KIM
SIGNATURE:	/Gloria H. Kim/
DATE SIGNED:	07/09/2021
Total Attachments: 6	
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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, effective as of July 9, 2021 (this "Agreement"), is made by the signatory hereto indicated as a Grantor (the "Grantor") in favor of MidCap Funding IV Trust, 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 MidCap Funding IV Trust, as Administrative Agent and Collateral Agent (as amended and restated by that certain Amendment No. 1, dated as of April 17, 2018, as further amended by that certain Amendment No. 2, dated as of March 6, 2019, as further amended by that certain Amendment No. 3, dated as of April 17, 2020, as further amended by that certain Amendment No. 4, dated as of May 7, 2020, as further amended by that certain Amendment No. 5, dated October 23, 2020, as modified by that certain Limited Waiver to Credit Agreement, dated as of November 27, 2020, as modified by that certain Second Limited Waiver to Credit Agreement, dated as of December 11, 2020, as further amended by that certain Amendment No. 6, dated December 21, 2020, as further amended by that certain Amendment No. 7, dated March 8, 2021, and as further amended by that certain Amendment No. 8, dated as of May 7, 2021 ("Amendment No. 8") and as the same may hereafter be further 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 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 by that certain Amendment No. 1, dated as of April 1, 2018, as further amended by Amendment No. 8, and as may be further amended, amended and restated, supplemented, replaced or modified from time to time, the "Guarantee and Collateral Agreement") between each of the Grantors party thereto including the Grantor and the Collateral Agent, pursuant to which 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: Steven Rosenthal
Name: Steven Rosenthal
Title: Vice President & Assistant Secretary

[Signature Page to the Patent Security Agreement]

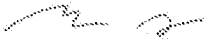
PATENT
REEL: 056808 FRAME: 0536

Accepted and Agreed:

MIDCAP FUNDING IV TRUST,
as Collateral Agent

By: Apollo Capital Management, L.P.
its investment manager

By: Apollo Capital Management GP, LLC
its General Partner

By: 

Name: Maurice Amsellem
Title: Authorized Signatory

SCHEDULE A
to
PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

Owner	Title of Patent	Application Number and Filing Date	Patent Number and Issue Date
Revlon Consumer Products Corporation	Cosmetic Composition	10115118 01-Apr-2002	6787127 07-Sep-2004
Revlon Consumer Products Corporation	Keratin Treatments	17129072 21-Dec-2020	
Revlon Consumer Products Corporation	Nail Lamp	17116605 09-Dec-2020	