

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT6858267

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	THIRD LIEN PATENT SECURITY AGREEMENT
<b>SEQUENCE:</b>	3

**CONVEYING PARTY DATA**

Name	Execution Date
BRANDCO CND 2020 LLC	07/22/2021

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 1**

Property Type	Number
<b>Application Number:</b>	29731452

**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.*

**Email:** skirschenheiter@paulweiss.com, snygren@paulweiss.com,  
mmcguire@paulweiss.com, mangelopoulos@paulweiss.com

**Correspondent Name:** SARAH M KIRSCHENHEITER

**Address Line 1:** 1285 AVENUE OF THE AMERICAS

**Address Line 2:** PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP

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

<b>NAME OF SUBMITTER:</b>	SARAH KIRSCHENHEITER
<b>SIGNATURE:</b>	/Sarah Kirschenheiter/
<b>DATE SIGNED:</b>	08/10/2021
	This document serves as an Oath/Declaration (37 CFR 1.63).

**Total Attachments: 5**

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### THIRD LIEN PATENT SECURITY AGREEMENT

This **THIRD LIEN PATENT SECURITY AGREEMENT**, dated as of July 22, 2021 (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.

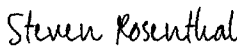
### **SECTION 5. Counterparts**

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.

*[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.

**BrandCo CND 2020 LLC, as Grantor**

DocuSigned by:  
  
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By: \_\_\_\_\_  
Name: Steven Rosenthal  
Title: Vice President and Secretary

Accepted and Agreed:

Jefferies Finance, LLC, as Third Lien Collateral Agent

By: Paul Chisholm  
Name: Paul Chisholm  
Title: Managing Director

**SCHEDULE A**  
**to**  
**THIRD LIEN PATENT SECURITY AGREEMENT**

**UNITED STATES PATENT REGISTRATIONS AND APPLICATIONS**

<b>TITLE</b>	<b>APP. NO.</b>	<b>FILING DATE</b>	<b>PATENT NO.</b>	<b>ISSUE DATE</b>
Bottle, Cap and Applicator	29731452	Apr 15, 2020	N/A	N/A