

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI536389

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
BRANDCO ALMAY 2020 LLC	09/30/2024
BRANDCO CND 2020 LLC	09/30/2024
BRANDCO ELIZABETH ARDEN 2020 LLC	09/30/2024
BRANDCO MITCHUM 2020 LLC	09/30/2024
REVLON CONSUMER PRODUCTS LLC	09/30/2024

RECEIVING PARTY DATA

Company Name:	MUFG Bank Ltd. as agent
Street Address:	1221 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10020

PROPERTY NUMBERS Total: 60

Property Type	Number
Application Number:	14771384
Application Number:	29364834
Application Number:	29407558
Application Number:	29470853
Application Number:	29470857
Application Number:	12555571
Application Number:	12573640
Application Number:	13042436
Application Number:	13079261
Application Number:	13303584
Application Number:	13827389
Application Number:	14713736
Application Number:	14786491
Application Number:	15109503
Application Number:	15348266
Application Number:	15679523

PATENT

Property Type	Number
Application Number:	16230724
Application Number:	16288840
Application Number:	16506044
Application Number:	17116605
Application Number:	17186394
Application Number:	29383960
Application Number:	29424673
Application Number:	29456518
Application Number:	29486331
Application Number:	29504153
Application Number:	29731452
Application Number:	11151174
Application Number:	12574135
Application Number:	12968800
Application Number:	13349651
Application Number:	13714136
Application Number:	29631793
Application Number:	17763386
Application Number:	10914571
Application Number:	10983368
Application Number:	11341315
Application Number:	16017007
Application Number:	17049717
Application Number:	17296338
Application Number:	18001605
Application Number:	29384054
Application Number:	29384080
Application Number:	29389196
Application Number:	29417377
Application Number:	29430165
Application Number:	29437170
Application Number:	29491475
Application Number:	29496288
Application Number:	29498399
Application Number:	29503326
Application Number:	29519370
Application Number:	29537925
Application Number:	29567351

Property Type	Number
Application Number:	29567361
Application Number:	29573575
Application Number:	29582243
Application Number:	29587249
Application Number:	29591217
Application Number:	29759010

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.

Phone: 6464781502
Email: enathan@paulweiss.com, amtang@paulweiss.com
Correspondent Name: Noemie Nathan
Address Line 1: Paul, Weiss, Rifkind, Wharton & Garrison LLP
Address Line 2: 1285 Avenue of the Americas
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	02500-00372
NAME OF SUBMITTER:	Noemie Nathan
SIGNATURE:	Noemie Nathan
DATE SIGNED:	10/02/2024

Total Attachments: 6
source=Revlon - US Patent Security Agreement (Executed)(20031996.6)#page1.tiff
source=Revlon - US Patent Security Agreement (Executed)(20031996.6)#page2.tiff
source=Revlon - US Patent Security Agreement (Executed)(20031996.6)#page3.tiff
source=Revlon - US Patent Security Agreement (Executed)(20031996.6)#page4.tiff
source=Revlon - US Patent Security Agreement (Executed)(20031996.6)#page5.tiff
source=Revlon - US Patent Security Agreement (Executed)(20031996.6)#page6.tiff

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of September 30, 2024 (this “Agreement”), is made by each of the signatories hereto indicated as a Grantor (each a “Grantor” and collectively, the “Grantors”) in favor of MUFG Bank Ltd. as agent (in such capacity, and together with its successors and assigns, the “Agent”) for the benefit of the Secured Parties.

WHEREAS, pursuant to that certain Credit Agreement dated as of September 30, 2024 by and among Revlon Intermediate Holdings IV LLC, a Delaware limited liability company (the “Company”), Revlon Intermediate Holdings III LLC, a Delaware limited liability company (“Holdings”), the Subsidiaries of the Company party thereto, the financial institutions or other entities (the “Lenders”) from time to time parties thereto, and Agent (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 Borrowers 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 Borrowers under the Credit Agreement, the Grantors entered into the US Guarantee and Collateral Agreement dated as of September 30, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) between each of the Grantors and the Agent, pursuant to which each of the Grantors granted to the 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, each Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the 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 Grantors hereby agree with the 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

Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following property now owned or at any time hereafter acquired by such Grantor or in which such 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 Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the 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.


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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BRANDCO ALMAY 2020 LLC
BRANDCO CND 2020 LLC
BRANDCO ELIZABETH ARDEN 2020 LLC
BRANDCO MITCHUM 2020 LLC,
as Grantors

By: 
Name: Edward W. McCormick
Title Chief Financial Officer

REVLON CONSUMER PRODUCTS LLC,
as Grantor


By: 
Name: Edward W. McCormick
Title Chief Financial Officer

[Signature Page to US Patent Security Agreement]

PATENT
REEL: 069102 FRAME: 0843

Accepted and Agreed:

MUFG BANK, LTD.,
as Agent

By: 
Name: John McDevitt
Title: Director

SCHEDULE A
to
PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

Owner	Title	App. No	Date Filed	Patent No.	Grant Date
Brandco Almay 2020 LLC	Glycyrrhetinimidy Hydroxyproline Alkyl Esters and Protected Derivatives Thereof	14771384	Aug 28, 2015	9439845	Sep 13, 2016
Brandco Almay 2020 LLC	Cosmetic Bottle	29364834	Jun 29, 2010	D651902	Jan 10, 2012
Brandco Almay 2020 LLC	Cosmetic Bottle	29407558	Nov 30, 2011	D697411	Jan 14, 2014
Brandco Almay 2020 LLC	Cosmetic Compact	29470853	Oct 25, 2013	D735947	Aug 4, 2015
Brandco Almay 2020 LLC	Cosmetic Compact	29470857	Oct 25, 2013	D737521	Aug 25, 2015
BrandCo CND 2020 LLC	Removable Color Gel Basecoat For Artificial Nail Coatings And Methods Thereof	12555571	Sep 8, 2009	8263677	Sep 11, 2012
BrandCo CND 2020 LLC	Removable Multilayer Nail Coating System And Methods Thereof	12573640	Oct 5, 2009	8541482	Sep 24, 2013
BrandCo CND 2020 LLC	Compositions And Methods For Uv-Curable Cosmetic Nail Coatings	13042436	Mar 7, 2011	8901199	Dec 2, 2014
BrandCo CND 2020 LLC	Compositions and Methods for Nail Coatings	13079261	Apr 4, 2011	8399537	Mar 19, 2013
BrandCo CND 2020 LLC	Removable Color Layer For Artificial Nail Coatings And Methods Thereof	13303584	Nov 23, 2011	8367742	Feb 5, 2013
BrandCo CND 2020 LLC	Nail Lamp	13827389	Mar 14, 2013	9841233	Dec 12, 2017
BrandCo CND 2020 LLC	Compositions And Methods For Uv-Curable Cosmetic Nail Coatings	14713736	May 15, 2015	9717672	Aug 1, 2017
BrandCo CND 2020 LLC	Nail Coatings Having Enhanced Adhesion	14786491	Oct 22, 2015	9713585	Jul 25, 2017
BrandCo CND 2020 LLC	Nail Lamp	15109503	Jul 1, 2016	10247475	Apr 2, 2019
BrandCo CND 2020 LLC	Nail Coatings Having Enhanced Adhesion	15348266	Nov 10, 2016	10532020	Jan 14, 2020
BrandCo CND 2020 LLC	Nail Lamp	15679523	Aug 17, 2017	10393433	Aug 27, 2019
BrandCo CND 2020 LLC	Sliesquioxanes And Use In Nail Coatings Thereof	16230724	Dec 21, 2018	10603264	Mar 31, 2020
BrandCo CND 2020 LLC	Nail Lamp	16288840	Feb 28, 2019	10876791	Dec 29, 2020
BrandCo CND 2020 LLC	Nail Lamp	16506044	Jul 9, 2019	10955191	Mar 23, 2021
BrandCo CND 2020 LLC	Nail Lamp	17116605	Dec 9, 2020	11641919	May 9, 2023
BrandCo CND 2020 LLC	Nail Lamp	17186394	Feb 26, 2021	11280545	Mar 22, 2022
BrandCo CND 2020 LLC	Nail Product Curing Lamp	29383960	Jan 25, 2011	D662259	Jun 19, 2012
BrandCo CND 2020 LLC	Nail Product Curing Lamp	29424673	Jun 14, 2012	D685949	Jul 9, 2013
BrandCo CND 2020 LLC	Nail Product Curing Lamp	29456518	May 31, 2013	D702400	Apr 8, 2014
BrandCo CND 2020 LLC	Artificial Nail	29486331	Mar 28, 2014	D748863	Feb 2, 2016
BrandCo CND 2020 LLC	Nail Lamp	29504153	Oct 2, 2014	D747828	Jan 19, 2016
BrandCo CND 2020 LLC	Bottle, Cap And Applicator	29731452	Apr 15, 2020	D986065	May 16, 2023

BrandCo Elizabeth Arden 2020 LLC	Topical Compositions And Methods For Epithelial-Related Conditions	11151174	Jun 13, 2005	8338648	Dec 25, 2012
BrandCo Elizabeth Arden 2020 LLC	Skin T treatments With Carboxylic Acid-Substituted Icthenone Derivatives	12574135	Oct 6, 2009	8173703	May 8, 2012
BrandCo Elizabeth Arden 2020 LLC	Topical Compositions And Methods For Epithelial-Related Conditions	12968800	Dec 15, 2010	8334413	Dec 18, 2012
BrandCo Elizabeth Arden 2020 LLC	Skin T treatments Containing Carboxylic Acid-Substituted Icthenone Derivatives And Methods Of Preparation And Use Thereof	13349651	Jan 13, 2012	8354550	Jan 15, 2013
BrandCo Elizabeth Arden 2020 LLC	Compositions Containing Carboxylic Acid-Substituted Derivatives	13714136	Dec 13, 2012	9290436	Mar 22, 2016
BrandCo Elizabeth Arden 2020 LLC	Combined Bottle And Cap	29631793	Jan 3, 2018	D859999	Sep 17, 2019
BrandCo Mitchum 2020 LLC	Antiperspirant/Deodorant Compositions	17763386	Oct 16, 2020	--	--
Revlon Consumer Products LLC	Tweezer, Kit Method, And Package	10914571	Aug 9, 2004	7329111	Jun 12, 2007
Revlon Consumer Products LLC	Methods, Compositions, And Kits For Coloring Hair	10983368	Nov 8, 2004	7166137	Jan 23, 2007
Revlon Consumer Products LLC	Method And Compositions For Bleaching Hair	11341315	Jan 26, 2006	7189386	Mar 13, 2007
Revlon Consumer Products LLC	Nail Composition With Capped Oligomers	16017007	Jun 25, 2018	10632060	Apr 28, 2020
Revlon Consumer Products LLC	A Cosmetic Hair Dyeing And/Or Bleaching Composition, Method, Use And Kit Thereof	17049717	Oct 22, 2020	11413231	Aug 16, 2022
Revlon Consumer Products LLC	Compositions For Dyeing Keratin Fibers	17296338	May 24, 2021	--	--
Revlon Consumer Products LLC	Compositions For Treating Keratin Fibers	18001605	Jun 14, 2021	--	--
Revlon Consumer Products LLC	Tweezers	29384054	Jan 26, 2011	D673732	Jan 1, 2013
Revlon Consumer Products LLC	Nipper	29384080	Jan 26, 2011	D677432	Mar 5, 2013
Revlon Consumer Products LLC	Cone-Capped Nail Polish Bottle	29389196	Apr 7, 2011	D660715	May 29, 2012
Revlon Consumer Products LLC	Nail File	29417377	Apr 3, 2012	D717998	Nov 18, 2014
Revlon Consumer Products LLC	Pumice Stone	29430165	Aug 22, 2012	D705489	May 20, 2014
Revlon Consumer Products LLC	Tweezer	29437170	Nov 14, 2012	D691327	Oct 8, 2013
Revlon Consumer Products LLC	Peelable Nail File	29491475	May 21, 2014	D759312	Jun 14, 2016
Revlon Consumer Products LLC	Cosmetic Applicator	29496288	Jul 11, 2014	D742589	Nov 3, 2015
Revlon Consumer Products LLC	Cosmetic Container	29498399	Aug 4, 2014	D743101	Nov 10, 2015
Revlon Consumer Products LLC	Cosmetic Container	29503326	Sep 25, 2014	D771317	Nov 8, 2016
Revlon Consumer Products LLC	Cosmetic Applicator	29519370	Mar 4, 2015	D773730	Dec 6, 2016
Revlon Consumer Products LLC	Cosmetic Applicator	29537925	Aug 31, 2015	D782730	Mar 28, 2017
Revlon Consumer Products LLC	Bottle And Cap	29567351	Jun 8, 2016	D786079	May 9, 2017
Revlon Consumer Products LLC	Bottle And Cap	29567361	Jun 8, 2016	D786080	May 9, 2017
Revlon Consumer Products LLC	Powder Puff	29573575	Aug 8, 2016	D808582	Jan 23, 2018
Revlon Consumer Products LLC	Cosmetic Sponge	29582243	Oct 26, 2016	D836245	Dec 18, 2018
Revlon Consumer Products LLC	Cosmetic Sponge Case	29587249	Dec 12, 2016	D838047	Jan 8, 2019
Revlon Consumer Products LLC	Cosmetic Applicator	29591217	Jan 18, 2017	D815351	Apr 10, 2018
Revlon Consumer Products LLC	Container	29759010	Nov 19, 2020	D1009634	Jan 2, 2024