

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543231

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT (ABL)		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FD Management, Inc.		09/06/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A., AS COLLATERAL AGENT		
Street Address:	388 Greenwich Street, 7th floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5697688	ELIZABETH ARDEN WHITE TEA	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	049133-0167		
NAME OF SUBMITTER:	ANNA T KWAN		
SIGNATURE:	/ATK/		
DATE SIGNED:	09/30/2019		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, effective as of September 6, 2019 (this "Agreement"), is made by each of the signatories hereto indicated as a Grantor (each a "Grantor" and collectively, the "Grantors") in favor Citibank, N.A., 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 Citibank, N.A., as Administrative Agent, Collateral Agent Issuing Lender and Swingline Lender (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, to the Borrower;

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 Grantors entered into the ABL Guarantee and Collateral Agreement dated as of September 7, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") between each of the Grantors and the Collateral Agent, pursuant to which each of the Grantors granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark 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 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 Grantors hereby agree 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 in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral 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 “Trademark 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 trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade dress, service marks, logos and other source or business identifiers, designs and general intangibles of like nature, (ii) all goodwill associated therewith or symbolized thereby and all common-law rights related thereto, (iii) all registrations and recordings thereof, and all applications in connection therewith including, without limitation, the United States registrations and applications listed in Schedule A attached hereto, (iv) the right to obtain all renewals thereof, (v) all rights to sue at law or in equity for any infringement, dilution or other violation thereof, including the right to receive all Proceeds and damages therefrom, and (vi) all other rights priorities and privileges relating thereto.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a trademark or service mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

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 Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark 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.

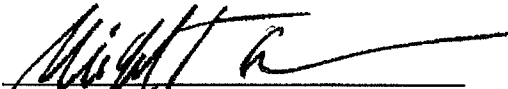
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

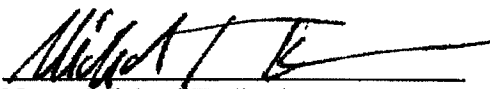
**CREATIVE NAIL DESIGN, INC.,
as Grantor**

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


**ELIZABETH ARDEN, INC.,
as Grantor**

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

**FD MANAGEMENT, INC.,
as Grantor**

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


**REVLON CONSUMER PRODUCTS
CORPORATION,
as Grantor**

By: 
Name: Michael T. Sheehan
Title: Senior Vice President, Deputy
General Counsel and Secretary

[Signature Page to the Trademark Security Agreement (ABL)]

Accepted and Agreed:

CITIBANK, N.A.,
as Collateral Agent

By: 
Name: Michael Moore
Title: Director and Vice President

[Signature Page to Trademark Security Agreement (ABL)]

TRADEMARK
REEL: 006758 FRAME: 0906

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Creative Nail Design, Inc.

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
CND SHELLAC LUXE	88033254 July 11, 2018	5690056 March 5, 2019	Registered	Creative Nail Design, Inc.
SHELLAC LUXE	88033445 July 11, 2018	5690063 March 5, 2019	Registered	Creative Nail Design, Inc.


Elizabeth Arden, Inc.




Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
CURVE SPARK	87530503 July 17, 2017	5722976 April 9, 2019	Registered	Elizabeth Arden, Inc.

FD Management, Inc.

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
ELIZABETH ARDEN WHITE TEA	86946708 March 21, 2016	5697688 March 12, 2019	Registered	FD Management, Inc.

Revlon Consumer Products Corporation

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
REVLON PROFESSIONAL BE FABULOUS	79150526 January 31, 2014	4729684 May 5, 2015	Registered	Revlon Consumer Products Corporation
BLONDERFUL	87173372 September 16, 2016	5710184 March 26, 2019	Registered	Revlon Consumer Products Corporation
POUT PLAY	87323378 February 3, 2017	5541869 August 14, 2018	Registered	Revlon Consumer Products Corporation
COLORSTAY EXACTIFY	87331734 February 10, 2017	5509367 July 3, 2018	Registered	Revlon Consumer Products Corporation
A and Design 	87427664 April 27, 2017	5576719 October 2, 2018	Registered	Revlon Consumer Products Corporation

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
ALMAY and Design 	87453337 May 17, 2017	5686793 February 26, 2019	Registered	Revlon Consumer Products Corporation
ALMAY SHADOW SQUAD	87499622 June 21, 2017	5576817 October 2, 2018	Registered	Revlon Consumer Products Corporation
RIPE FLESH	87536388 July 20, 2017	5581874 October 9, 2018	Registered	Revlon Consumer Products Corporation
FLESHPOT EYE AND CHEEK GLOSS	87556270 August 4, 2017	5581952 October 9, 2018	Registered	Revlon Consumer Products Corporation
REVLON PHOTOREADY INSTA-SCULPT	87565021 August 11, 2017	5581982 October 9, 2018	Registered	Revlon Consumer Products Corporation
REVEAL THE TRUE YOU	87572834 August 17, 2017	5582002 October 9, 2018	Registered	Revlon Consumer Products Corporation
ALMAY CLEAR COMPLEXION BLEMISH ARMOR	87576746 August 21, 2017	5596957 October 30, 2018	Registered	Revlon Consumer Products Corporation
LIVE BOLDLY	87618643 September 22, 2017	5582105 October 9, 2018	Registered	Revlon Consumer Products Corporation
VOLUMAZING	87667459 November 1, 2017	5613367 November 20, 2018	Registered	Revlon Consumer Products Corporation
FLESH (Stylized) 	87795221 February 13, 2018	5645247 January 1, 2019	Registered	Revlon Consumer Products Corporation
FLESH (Stylized) 	87795315 February 13, 2018	5603323 November 6, 2018	Registered	Revlon Consumer Products Corporation
ROOT ERASE	87888519 April 23, 2018	5765199 May 28, 2019	Registered	Revlon Consumer Products Corporation
PHOTOREADY CANDID	88073591 August 10, 2018		Pending	Revlon Consumer Products Corporation
ALMAY LIP VIBES	88075989 August 13, 2018	5836162 August 13, 2019	Registered	Revlon Consumer Products Corporation
COLORSTAY ENDLESS GLOW	88441738 May 22, 2019		Pending	Revlon Consumer Products Corporation