

10-09-1998

Form PTO 1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



To the Honorable Commissioner of

100846809

... original documents or copy thereof.

RECEIVED

1998 OCT -2 PM 2:20

OPR/FINANCE

MED 10-2-98

1. Name of conveying party(ies):
THE CHASE MANHATTAN BANK

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation - State
- Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: **General Wig Manufacturers, Inc.**
Internal Address:
Street Address: **14110 N.W. 57th Court**
City: **Miami Lakes** State: **Florida** Zip: **33014-3106**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Florida
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement Release
- Change of Name
- Other

Execution Date: **September 30, 1998**

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
see attached schedule

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
see attached schedule

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Alexandra Thiery**

Internal Address: **Revlon Law Department**

Street Address: **625 Madison Avenue**

City: **New York** State: **New York** Zip: **10022**

10/06/1998 DNGUYEN 00000179 181075 72391414

01 FC:481 40.00 CH
02 FC:482 575.00 CH

6. Total number of application and registrations involved:

24

7. Total fee (37 CFR 3.41):\$**615.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

18-1075

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Alexandra Thiery

Name of Person Signing Signature

Date: **October 1, 1998**

Total number of pages including cover sheet, attachments, and document: **15**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 1800 FRAME: 0960

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN
TRADEMARK AND TRADEMARK REGISTRATION

- SEE ATTACHED TRADEMARK LIST-

113118.1

**TRADEMARK
REEL: 1800 FRAME: 0961**

MAN'S WORLD (Stylized)

Status: RENEWED

Classes: U.S. Cl.: 40(Int'l. Cl.: 26)

Reg. No.: 949,407 **Registered:** 12/26/1972 **Renewed:** 12/26/1992 T
Serial No.: 72-391414 **Filed:** 05/07/1971 **Published:** 10/10/1972

SPECTRABLEND

Status: RENEWED **Date:** 12/09/1996

Classes: Int'l. Cl.: 26 (U.S. Cl.: 40)

Reg. No.: 1,062,325 **Registered:** 03/29/1977 **Renewed:** 03/29/1997 T
Serial No.: 73-057853 **Filed:** 07/16/1975 **Published:** 11/09/1976

CONTEMPORARY and Design

Status: REGISTERED

Classes: Int'l. Cl.: 26 (U.S. Cl.: 40)

Reg. No.: 1,132,277 **Registered:** 04/01/1980
Serial No.: 73-178131 **Filed:** 07/14/1978 **Published:** 12/11/1979

BARON

Status: REGISTERED

Classes: Int'l. Cl.: 26 (U.S. Cl.: 40)

Reg. No.: 1,152,521 **Registered:** 04/28/1981
Serial No.: 73-208550 **Filed:** 03/23/1979 **Published:** 02/03/1981

SPARE HAIR (Stylized)

Status: REGISTERED

Classes: Int'l. Cl.: 26 (U.S. Cl.: 40)

Reg. No.: 1,291,289 **Registered:** 08/21/1984
Serial No.: 73-426531 **Filed:** 05/19/1983 **Published:** 05/29/1984

HAIR 'IT IS' I and Design

Status: REGISTERED

Classes: Int'l. Cl.: 26 (U.S. Cl.: 40)

Reg. No.: 1,360,788 **Registered:** 09/17/1985
Serial No.: 73-525151 **Filed:** 03/04/1985 **Published:** 07/09/1985

FABULOUS FAKES

Status: REGISTERED

Classes: Int'l. Cl.: 26 (U.S. Cl.: 40)

Reg. No.: 1,356,935 **Registered:** 08/27/1985
Serial No.: 73-525309 **Filed:** 03/05/1985 **Published:** 06/18/1985

LIFESTYLE (Stylized)

Status: REGISTERED **Date:** 12/23/1994

Classes: Int'l. Cl.: 26 (U.S. Cl.: 40)

Reg. No.: 1,534,447 **Registered:** 04/11/1989
Serial No.: 73-661524 **Filed:** 05/18/1987 **Published:** 10/20/1987

ULTRA-COMFORT (Stylized)

Status: REGISTERED **Date:** 12/27/1994

Classes: Int'l. Cl.: 26 (U.S. Cl.: 40)

Reg. No.: 1,525,878 **Registered:** 02/21/1989
Serial No.: 73-673059 **Filed:** 07/20/1987 **Published:** 11/29/1988

BEAUTY TRENDS

Status: REGISTERED **Date:** 09/08/1997

Classes: Int'l. Cl.: 16 (U.S. Cl.: 38)

Reg. No.: 1,663,415 **Registered:** 11/05/1991
Serial No.: 74-110891 **Filed:** 10/25/1990 **Published:** 07/30/1991

CAREFREE ME

Status: REGISTERED Date: 07/08/1998
Classes: Int'l. Cl.: 26 (U.S. Cl.: 40)
Reg. No.: 1,753,306 Registered: 02/16/1993
Serial No.: 74-133252 Filed: 01/25/1991 Published: 07/07/1992

DIRECTIONS

Status: REGISTERED Date: 05/10/1994
Classes: Int'l. Cl.: 26 (U.S. Cl.: 40)
Reg. No.: 1,836,248 Registered: 05/10/1994
Serial No.: 74-229160 Filed: 12/11/1991 Published: 12/08/1992

REFLECTIONS

Status: REGISTERED Date: 07/07/1998
Classes: Int'l. Cl.: 26 (U.S. Cl.: 40)
Reg. No.: 1,745,247 Registered: 01/05/1993
Serial No.: 74-229161 Filed: 12/11/1991 Published: 06/02/1992

INSPIRATIONS

Status: REGISTERED
Classes: Int'l. Cl.: 26 (U.S. Cl.: 40)
Reg. No.: 1,745,248 Registered: 01/05/1993
Serial No.: 74-229764 Filed: 12/12/1991 Published: 06/16/1992

HAIR MAGIC

Status: REGISTERED Date: 09/13/1994
Classes: Int'l. Cl.: 26 (U.S. Cl.: 40)
Reg. No.: 1,853,701 Registered: 09/13/1994
Serial No.: 74-450699 Filed: 10/25/1993 Published: 06/21/1994

CLIPIT

Status: REGISTERED **Date:** 05/30/1995
Classes: Int'l. Cl.: 26 (U.S. Cl.: 40)
Reg. No.: 1,897,030 **Registered:** 05/30/1995
Serial No.: 74-453079 **Filed:** 11/01/1993 **Published:** 06/14/1994

GOOF-PROOF

Status: REGISTERED **Date:** 11/28/1995
Classes: Int'l. Cl.: 26 (U.S. Cl.: 37, 39, 40, 42, 50)
Reg. No.: 1,947,514 **Registered:** 01/09/1996
Serial No.: 74-509756 **Filed:** 04/07/1994 **Published:** 02/07/1995

SPOTLIGHT COLORS

Status: REGISTERED **Date:** 11/22/1995
Classes: Int'l. Cl.: 26 (U.S. Cl.: 37, 39, 40, 42, 50)
Reg. No.: 1,947,515 **Registered:** 01/09/1996
Serial No.: 74-509862 **Filed:** 04/07/1994 **Published:** 01/10/1995

ULTIMATE

Status: REGISTERED **Date:** 11/19/1996
Classes: Int'l. Cl.: 26 (U.S. Cl.: 37, 39, 40, 42, 50)
Reg. No.: 2,036,453 **Registered:** 02/11/1997
Serial No.: 74-657897 **Filed:** 04/10/1995 **Published:** 11/19/1996

SPARE HAIR

Status: REGISTERED **Date:** 11/25/1996
Classes: Int'l. Cl.: 26 (U.S. Cl.: 37, 39, 40, 42, 50)
Reg. No.: 2,031,197 **Registered:** 01/14/1997
Serial No.: 74-711396 **Filed:** 08/04/1995 **Published:** 04/09/1996

QUICKCLIP

Status: REGISTERED Date: 04/18/1997
Classes: Int'l. Cl.: 26 (U.S. Cl.: 37, 39, 40, 42, 50)
Reg. No.: 2,068,062 Registered: 06/03/1997
Serial No.: 75-095292 Filed: 04/25/1996 Published: 11/12/1996

AIRE-LITE

Status: REGISTERED Date: 04/29/1997
Classes: Int'l. Cl.: 26 (U.S. Cl.: 37, 39, 40, 42, 50)
Reg. No.: 2,081,729 Registered: 07/22/1997
Serial No.: 75-171745 Filed: 09/25/1996 Published: 04/29/1997

AMERICAN BEAUTY

Status: ALLOWED - INTENT TO USE Date: 05/15/1998
STMNT OF USE - NON-FINAL REFUSAL MAILED
Classes: Int'l. Cl.: 26 (U.S. Cl.: 37, 39, 40, 42, 50)
Serial No.: 75-221463 Filed: 01/06/1997 Published: 09/16/1997

LIFESTYLES

Status: PENDING Date: 01/27/1998
Classes: Int'l. Cl.: 26 (U.S. Cl.: 37, 39, 40, 42, 50)
Serial No.: 75-420476 Filed: 01/20/1998

**RELEASE OF SECURITY INTEREST IN
TRADEMARK AND TRADEMARK REGISTRATION**

RELEASE, dated as of September 2, 1998, made by THE CHASE MANHATTAN BANK, as administrative agent (in such capacity, the "Administrative Agent"), in favor of GENERAL WIG MANUFACTURERS, INC. (the "Grantor").

W I T N E S S E T H:

WHEREAS, the Revlon Consumer Products Corporation ("RCPC") is a party to the Credit Agreement, dated as of May 30, 1997 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the RCPC, the Borrowing Subsidiaries from time to time parties thereto, the banks and other financial institutions from time to time parties thereto (the "Lenders"), the Co-Agents named therein (in such capacities, the "Co-Agents"), the Managing Agents named therein (in such capacities, the "Managing Agents"), Chase Securities Inc., as syndication agent (in such capacity, the "Syndication Agent"), Citibank, N.A., as documentation agent (in such capacity, the "Documentation Agent"), and the Administrative Agent;

WHEREAS, the Grantor has granted to the Administrative Agent a first priority, perfected security interest in the Trademarks and trademark registrations described on Schedule I hereto (the "Trademark Collateral") pursuant to (a) the Subsidiary Security Agreement, dated as of May 30, 1997 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), made by the Grantor in favor of the Administrative Agent and (b) the Subsidiary Trademark Security Agreement, dated as of February 28, 1995 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"; collectively with the Security Agreement, the "Agreements"), made by the Grantor in favor of the Administrative Agent;

WHEREAS, The Trademark Security Agreement has been recorded in the United States Patent and Trademark Office at Reel 1312 Frames 0344 to 0357 and Supplements to the Trademark Security Agreement have been recorded in the United States Patent and Trademark Office at Reel 1385 Frames 0879 to 0882; Reel 1433 Frame 0010; Reel 1517 Frame 0884; and Reel 1553 Frame 0278;

WHEREAS, the Grantor has requested that the Administrative Agent release its security interest in the Trademark Collateral in order to permit the sale thereof in accordance with the terms of the Credit Agreement and the Agreements;

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent does hereby agree as follows:

1. Defined Terms. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreements.

2. Release of Security Interest. (a) The Administrative Agent hereby releases its security interest in the Trademark Collateral, together with the goodwill of the business symbolized by the Trademark Collateral, and any right, title, and interest of the Administrative Agent in the Trademark Collateral shall hereby cease and terminate. All releases, discharges, assignments and transfers made pursuant hereto shall be made without representation, warranty or recourse, express or implied, by the Administrative Agent, the Syndication Agent, the Documentation Agent, any Co-Agent, any Managing Agent or any Lender.

(b) Notwithstanding the foregoing, nothing contained herein shall impair any security interests held by the Administrative Agent in any Trademarks or other Collateral not

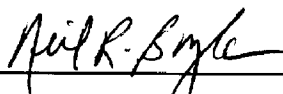
constituting Trademark Collateral thereunder which has been granted pursuant to the Agreements (including, without limitation, any security interest in the proceeds of the Trademark Collateral).

3. Further Assurances. The Administrative Agent hereby agrees to execute such instruments, to take such other actions and to give such further assurances as the Grantor reasonably may request to terminate any security interest in the Trademark Collateral, and otherwise to effectuate the release of the Trademark Collateral from the lien of such security interest.

4. GOVERNING LAW. THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Administrative Agent on behalf of the Lenders has caused this Release to be duly executed by its officer thereunto duly authorized as of the date first written above.

THE CHASE MANHATTAN BANK,
as Administrative Agent

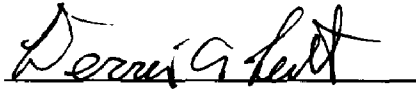
By: 
Title: **Neil R. Boylan**
Vice President

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

On the 17th day of September, 1998, before me personally came Neil R. Boylan, to me personally known and known to me to be the person described in and who executed the foregoing instrument as Vice President of The Chase Manhattan Bank, who being by me duly sworn, did depose and say that he resides at New York, New York; that he is Vice President of The Chase Manhattan Bank, the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.


 Notary Public

[Seal]

My commission expires:

DERRICK A. LOVETT
 Notary Public, State of New York
 No. 24-4946162
 Qualified in Kings County
 Commission Expires Jan. 27 1999

REVLON

625 Madison Avenue
New York, NY 10022
Phone: (212) 527-5659
Fax: (212) 527-5667

Alexandra Thiery
Legal Assistant
Trademarks

October 1, 1998

VIA EXPRESS MAIL

Commissioner of Patents & Trademarks
United States Patent & Trademark Office
Box Assignments
North Tower Building
2800 Crystal Drive
Washington, D.C. 20231

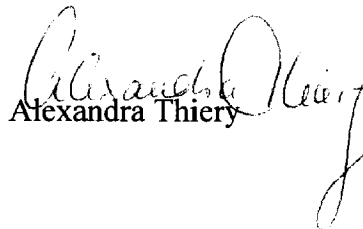
Re: United States: Recordation of Release of Security Interest
The Chase Manhattan Bank and
General Wig Manufacturers, Inc.
Our File: REVL-01614 USA-AG

Dear Sir:

We are submitting the enclosed Release of Security Interest between The Chase Manhattan Bank (Administrative Agent) and General Wig Manufacturers, Inc. (Grantor) for recordation with the United States Patent and Trademark Office.

Please charge the appropriate recordal fees to Deposit Account No. 18-1075 in the name of Revlon Consumer Products Corporation.

Very truly yours,


Alexandra Thiery

Enclosures

REVL-01614-USA-AG
114289-1.doc

RECORDED: 10/02/1998

TRADEMARK
REEL: 1800 FRAME: 0971