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|---|--|---|---|---|--|
| Form PTO-1594<br>(Rev. 03/01)<br>OMB No. 0651-0027 (exp. 5/31/2002)   |  | <b>RECORDATION FORM COVER SHEET<br/>TRADEMARKS ONLY</b> |   | U.S. DEPARTMENT OF COMMERCE<br>U.S. Patent and Trademark Office |  |
| Tab settings  |  |   |   |   |  |
| To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.   |  |   |   |   |  |
| 1. Name of conveying party(ies):<br>JPMorgan Chase Bank (formerly known as The Chase Manhattan Bank which was formerly known as Chemical Bank)<br><br><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association<br><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership<br><input checked="" type="checkbox"/> Corporation-State<br><input type="checkbox"/> Other _____<br><br>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |  |   | 2. Name and address of receiving party(ies):<br>Name: _____<br><u>Revlon Consumer Products Corporation</u><br>Internal Address: _____<br>Street Address: <u>237 Park Avenue</u><br>City: <u>New York</u> State: <u>NY</u> Zip: <u>10017</u><br><input type="checkbox"/> Individual(s) citizenship _____<br><input type="checkbox"/> Association _____<br><input type="checkbox"/> General Partnership _____<br><input type="checkbox"/> Limited Partnership _____<br><input checked="" type="checkbox"/> Corporation-State <u>Delaware</u><br><input type="checkbox"/> Other _____<br><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No<br/>(Designation must be a separate document from assignment)<br/>Additional name(s) &amp; address(es) attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</small> |   |  |
| 3. Nature of conveyance:<br><input type="checkbox"/> Assignment <input type="checkbox"/> Merger<br><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name<br><input checked="" type="checkbox"/> Other <u>Termination, Release and Reassignment of Security Interests in Trademarks</u><br>Execution date: <u>July 9, 2004</u>   |  |   | 4. Application number(s) or registration number(s):<br>A. Trademark Application No. (s) _____<br>Additional number(s) attached _____<br>B. Trademark Registration No. (s) <u>2599617, 2696681, 2595616, 2487874, 1331738, 1320295</u><br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  |   |  |
| 5. Name and address of party to whom correspondence concerning document should be mailed:<br>Name: <u>Brielle Weisberg</u><br>Internal Address: <u>Weil, Gotshal &amp; Manges, LLP</u><br>Street Address: <u>767 5th Avenue</u><br>City: <u>New York</u> State: <u>NY</u> Zip: <u>10153</u>   |  |   | 6. Total number of applications and registrations involved: ..... <b>282</b><br>7. Total fee (37 CFR 3.41): ..... \$ <u>7065.00</u><br><input type="checkbox"/> Enclosed<br><input checked="" type="checkbox"/> Authorized to be charged to deposit account<br>8. Deposit account number:<br><u>230800</u><br>(Attach duplicate copy of this page if paying by deposit account)   |   |  |
| DO NOT USE THIS SPACE   |  |   |   |   |  |
| 9. Statement and signature.<br><i>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.</i><br><u>Phyllis Eremitaggio</u> _____ <u>July 9, 2004</u> _____<br>Name of Person Signing                              Signature                              Date<br><br>Total number of pages including cover sheet, attachments, and document: _____<br>Mail documents to be recorded with required cover sheet information to:<br>Commissioner of Patent & Trademarks, Box Assignments<br>Washington, D.C. 20237 |  |   |   |   |  |

GH \$7390.00 230800 78387289

**SCHEDULE I**

**TRADEMARK REGISTRATIONS AND APPLICATIONS FOR  
REVLON CONSUMER PRODUCTS CORPORATION**

**A. TRADEMARK REGISTRATIONS**

| Mark                                     | Registration No. | Registration Date |
|--|------------------|-------------------|
| 5 DAYS TO GROW                           | 2599617          | 7/23/2002         |
| A BETTER TOOL....A MORE<br>BEAUTIFUL YOU | 2595581          | 7/16/2002         |
| ABSOLUTELY FABULOUS                      | 2595616          | 7/16/2002         |
| ABSOLUTELY FABULOUS                      | 2487874          | 9/11/2001         |
| ACCU-TWEEZE                              | 1331738          | 4/23/1985         |
| ACTION-LASH                              | 1320295          | 2/19/1985         |
| ALL POINTS                               | 1932216          | 10/31/1995        |
| ALMAY                                    | 980494           | 3/12/1974         |
| ALMAY                                    | 1937529          | 11/21/1995        |
| ALMAY                                    | 2675119          | 1/14/2003         |
| ALMAY LIP VITALITY                       | 2854950          | 6/15/2004         |
| ALMAY MILK PLUS                          | 2583269          | 6/18/2002         |
| ALMAY NEARLY NAKED                       | 2793018          | 12/9/2003         |
| ALMAY STAY SMOOTH                        | 2224449          | 2/16/1999         |
| ALMAY STAY SMOOTH                        | 2393472          | 10/10/2000        |
| ALWAYS-ON                                | 2730813          | 6/24/2003         |
| AMAZING I-LINER                          | 2014606          | 11/5/1996         |
| AMAZING LASH                             | 1974202          | 5/14/1996         |
| AMAZING LASTING                          | 2031168          | 1/14/1997         |
| ANTI-CHAP LIPCOLOR                       | 2354240          | 5/30/2000         |
| AQUAMARINE                               | 539769           | 3/20/1951         |
| AQUAMARINE                               | 686043           | 9/29/1959         |

| Mark  | Registration No. | Registration Date |
|---|------------------|-------------------|
| AQUAMARINE                                  | 1477290          | 2/23/1988         |
| BEAUTY SHAPERS                              | 2602279          | 7/30/2002         |
| BEYOND POWDER                               | 2700821          | 3/25/2003         |
| BLUSH-ON                                    | 759832           | 11/5/1963         |
| BRIGHT EYES                                 | 2730795          | 6/24/2003         |
| BROWMAKER                                   | 2714609          | 5/6/2003          |
| BUFFETTE                                    | 901954           | 11/3/1970         |
| CDC   | 1467888          | 12/8/1987         |
| CERTAINLY RED                               | 2035577          | 2/4/1997          |
| CHARLIE                                     | 1638832          | 3/26/1991         |
| CHARLIE (& Bottle Design)                   | 1001330          | 1/7/1975          |
| CHARLIE (Fanciful Design) Carton            | 1397302          | 6/17/1986         |
| CHARLIE (Fanciful)                          | 1389634          | 4/15/1986         |
| CHARLIE (New Script)                        | 981697           | 4/2/1974          |
| CHARLIE RED                                 | 2167732          | 6/23/1998         |
| CHARLIE SUNSHINE                            | 2168661          | 6/23/1998         |
| CHARLIE WHITE                               | 1984728          | 7/2/1996          |
| CHIFFON                                     | 433443           | 10/14/1947        |
| CLEAN NATE ... CLEAN NEVER FELT<br>SO FRESH | 2039534          | 2/18/1997         |
| COLOR BASICS LIPSTICK                       | 2394728          | 10/17/2000        |
| COLOR ILLUSION REVLON                       | 2777891          | 10/28/2003        |
| COLOR LOCK                                  | 2035298          | 2/4/1997          |
| COLOR LOCK                                  | 1911006          | 8/15/1995         |
| COLOR MEMORY                                | 1364018          | 10/8/1985         |
| COLORSILK                                   | 802848           | 1/25/1966         |
| COLORSTAY                                   | 1912134          | 8/15/1995         |
| COLORSTAY                                   | 1987641          | 7/16/1996         |

| Mark                             | Registration No. | Registration Date |
|----------------------------------|------------------|-------------------|
| COLORSTAY                        | 2103818          | 10/7/1997         |
| COLORSTAY                        | 2102325          | 9/30/1997         |
| 37389COLORSTAY                   | 2776896          | 10/21/2003        |
| COLORSTAY LIPSHINE               | 2449970          | 5/8/2001          |
| COLORSTAY NATURALS               | 2454187          | 5/22/2001         |
| COLORSTAY OVERTIME               | 2735665          | 7/8/2003          |
| COOL DRY                         | 2472093          | 7/24/2001         |
| CUSTOM EYES                      | 1357493          | 9/3/1985          |
| DAILY DOSE FLUORIDE              | 2636619          | 10/15/2002        |
| DEEP MIST                        | 878845           | 10/14/1969        |
| DEFINING DUO                     | 2659718          | 12/10/2002        |
| DESIGN: FIGURE OF CHERUB IN OVAL | 798164           | 10/26/1965        |
| DOUBLE BOND                      | 2636618          | 10/15/2002        |
| 17858DOUBLE TWIST                | 1914460          | 8/29/1995         |
| EASY TO WEAR                     | 1850182          | 8/16/1994         |
| EASY TO WEAR                     | 2024588          | 12/17/1996        |
| ELIMINA                          | 1341927          | 6/18/1985         |
| EMERYL                           | 745546           | 2/19/1963         |
| ENJOLI                           | 1189694          | 2/16/1982         |
| ETERNA 27                        | 746341           | 3/5/1963          |
| EUROPEAN COLLAGEN COMPLEX        | 1267550          | 2/21/1984         |
| EVEN OUT                         | 2258131          | 6/29/1999         |
| EVERYLASH                        | 2412922          | 12/12/2000        |
| EYE OPENER                       | 2256951          | 6/29/1999         |
| EYEGlide                         | 2774167          | 10/14/2003        |
| FABULASH                         | 768501           | 4/21/1964         |
| FABU-NAIL                        | 1046629          | 8/24/1976         |

| Mark                               | Registration No. | Registration Date |
|------------------------------------|------------------|-------------------|
| FIRE & ICE                         | 576344           | 6/23/1953         |
| FIRE & ICE                         | 1920660          | 9/19/1995         |
| FIRE & ICE AND FLAME DESIGN        | 1959096          | 2/27/1996         |
| FIRE & ICE COOL AND FLAME DESIGN   | 2213332          | 12/22/1998        |
| FIRMA NAIL                         | 975253           | 12/18/1973        |
| FLEX                               | 1140186          | 10/7/1980         |
| FLEX                               | 787922           | 4/6/1965          |
| FLEX BOTTLE DESIGN                 | 1608590          | 7/31/1990         |
| FLEX BOTTLE DESIGN                 | 2110475          | 11/4/1997         |
| FLEX CURL LOGO                     | 1277657          | 5/15/1984         |
| FLEX LIGHT & FREE                  | 1912138          | 8/15/1995         |
| FLEX LIGHT & FREE                  | 1863442          | 11/22/1994        |
| FOUND IN NATURE. PROVEN BY SCIENCE | 2606006          | 8/6/2002          |
| FROST&GLOW                         | 1749747          | 2/2/1993          |
| FX EYES                            | 2624461          | 9/24/2002         |
| FX LIP STIX                        | 2671454          | 1/7/2003          |
| GET QUIET                          | 2564408          | 4/23/2002         |
| GIRL MAGIC                         | 2779988          | 11/4/2003         |
| GOLD RUSH                          | 2237355          | 4/6/1999          |
| GROW HEALTHY                       | 2589636          | 7/2/2002          |
| HI & DRI                           | 659132           | 3/4/1958          |
| HIGH DIMENSION                     | 2579775          | 6/11/2002         |
| HIGH DIMENSION                     | 2562600          | 4/16/2002         |
| HIGH DIMENSION                     | 2750866          | 8/12/2003         |
| HOT CORAL                          | 640814           | 1/29/1957         |
| HYDRO SOLID                        | 2530360          | 1/15/2002         |
| I-LINER                            | 1970653          | 4/23/1996         |

| Mark  | Registration No. | Registration Date |
|---|------------------|-------------------|
| ILLUMINANCE                                   | 2728115          | 6/17/2003         |
| JEAN NATE (ACCENT OVER E<br>STYLIZED)         | 537288           | 2/6/1951          |
| JEAN NATE (ACCENT OVER E<br>STYLIZED)         | 299041           | 11/22/1932        |
| JEAN NATE (ACCENT OVER E<br>STYLIZED)         | 786930           | 3/16/1965         |
| JEAN NATE (ACCENT OVER E)                     | 2164157          | 6/9/1998          |
| JEAN NATE (ACCENT OVER E)                     | 2165977          | 6/16/1998         |
| JEAN NATE FRICTION POUR LE BAIN<br>(STYLIZED) | 727098           | 1/30/1962         |
| JONTUE (STYLIZED)                             | 1043237          | 7/13/1976         |
| JONTUE MOONLIGHT                              | 2174036          | 7/14/1998         |
| KEEP BLUSHING                                 | 1320293          | 2/19/1985         |
| LADY MITCHUM (STYLIZED)                       | 1582152          | 2/13/1990         |
| LASH FANTASY                                  | 2809412          | 1/27/2004         |
| LASHFULL CURVACEOUS                           | 1941659          | 12/12/1995        |
| LENGTHWISE                                    | 1870291          | 12/27/1994        |
| LIGHTZONES                                    | 2027524          | 12/31/1996        |
| LINE & MATTE                                  | 2439780          | 4/3/2001          |
| LINE & SHINE                                  | 2266330          | 8/3/1999          |
| LIP DEFENSE                                   | 2272947          | 8/24/1999         |
| LIP DEFENSE                                   | 1847537          | 8/2/1994          |
| LIPGLIDE                                      | 2679083          | 1/21/2003         |
| LIQUID LIPS                                   | 2543783          | 3/5/2002          |
| LOVE PAT                                      | 584344           | 1/5/1954          |
| LOVE PAT                                      | 2246209          | 5/18/1999         |
| LOVE THAT PINK                                | 640182           | 1/15/1957         |
| LUMINESQUE                                    | 1542156          | 6/6/1989          |
| MASSAGE & GROW                                | 2580059          | 6/11/2002         |
| MIDNIGHT MARBLE                               | 2461855          | 6/19/2001         |

| Mark                                    | Registration No. | Registration Date |
|---|------------------|-------------------|
| MITCHUM                                 | 1427105          | 2/3/1987          |
| MITCHUM (STYLIZED)                      | 1022316          | 10/7/1975         |
| MOISTURE BALANCE                        | 2623058          | 9/24/2002         |
| MOISTURE TINT                           | 1850505          | 8/23/1994         |
| MOISTURESTAY                            | 2640487          | 10/22/2002        |
| MOISTUROUS                              | 2765748          | 9/16/2003         |
| MOON DROPS                              | 945360           | 10/17/1972        |
| MOON DROPS                              | 581938           | 11/3/1953         |
| NAIL SUPPORT                            | 1369724          | 11/12/1985        |
| NATE NATURALS (ACCENT OVER E)           | 2278496          | 9/14/1999         |
| NATURALIST EYE DEFINING PENCIL          | 2636590          | 10/15/2002        |
| NATURALLY GLAMOROUS                     | 1873519          | 1/17/1995         |
| NEAT-TOUCH                              | 1510621          | 11/1/1988         |
| NEW COMPLEXION                          | 2111393          | 11/4/1997         |
| NEW COMPLEXION MAKEUP                   | 1960487          | 3/5/1996          |
| NIGHT NOURISHER                         | 1410050          | 9/23/1986         |
| NIP 'N FOLD                             | 1366360          | 10/22/1985        |
| ONE COAT LIGHT & EASY                   | 2601794          | 7/30/2002         |
| PERFECT DEFINITION                      | 1820384          | 2/8/1994          |
| PERFECT FINISH                          | 2211498          | 12/15/1998        |
| PERFECT HEAT                            | 2097364          | 9/16/1997         |
| PERFECTWEEZE                            | 772430           | 6/30/1964         |
| PERHAPS THE TOUGHEST TOOLS IN THE HOUSE | 2521689          | 12/25/2001        |
| PINK FOIL                               | 2035705          | 2/4/1997          |
| POWER TO GO                             | 2530721          | 1/15/2002         |
| PROGENITIN                              | 756209           | 9/3/1963          |
| PROTECTIVES                             | 1446950          | 7/7/1987          |

| Mark                     | Registration No. | Registration Date |
|--------------------------|------------------|-------------------|
| PURE TINTS               | 2650755          | 11/12/2002        |
| QUICK THICK              | 2645954          | 11/5/2002         |
| RAPID SHINE              | 2592723          | 7/9/2002          |
| RAVEN RED                | 378663           | 6/11/1940         |
| REVLON                   | 647222           | 6/18/1957         |
| REVLON                   | 1625545          | 12/4/1990         |
| REVLON                   | 1660540          | 10/15/1991        |
| REVLON                   | 1886476          | 3/28/1995         |
| REVLON                   | 2797953          | 12/23/2003        |
| REVLON                   | 1856240          | 9/27/1994         |
| REVLON                   | 2765960          | 9/23/2003         |
| REVLON                   | 2091640          | 8/26/1997         |
| REVLON                   | 2025709          | 12/24/1996        |
| REVLON                   | 1978991          | 6/4/1996          |
| REVLON                   | 2789089          | 12/2/2003         |
| REVLON                   | 2638730          | 10/22/2002        |
| REVLON                   | 2662778          | 12/17/2002        |
| REVLON                   | 2770851          | 10/7/2003         |
| REVLON (LOGO)            | 1152080          | 4/28/1981         |
| REVLON EVERYLASH MASCARA | 2372886          | 8/11/2000         |
| REVLON MOISTURESTAY      | 2188597          | 9/8/1998          |
| REVLON NAIL BUILDERS     | 2164631          | 6/9/1998          |
| REVLON NAIL ENHANCERS    | 2186535          | 9/1/1998          |
| REVLON NAIL ENHANCERS    | 2175769          | 7/21/1998         |
| REVLON RESPONSE          | 2211663          | 12/15/1998        |
| REVLON SKINLIGHTS        | 2742633          | 7/29/2003         |
| REVLON SKINLIGHTS        | 2503121          | 10/30/2001        |
| REVLON WET/DRY           | 2599081          | 7/23/2002         |



| Mark                                  | Registration No. | Registration Date |
|---------------------------------------|------------------|-------------------|
| SHE                                   | 2185153          | 8/25/1998         |
| SKIN LIGHTS                           | 2727618          | 6/17/2003         |
| SKINLIGHTS                            | 2742634          | 7/29/2003         |
| SKINLIGHTS                            | 2503122          | 10/30/2001        |
| SKINLIGHTS COLOR LIGHTING             | 2670432          | 12/31/2002        |
| SKINLIGHTS DIFFUSING TINTS            | 2679089          | 1/21/2003         |
| SKINLIGHTS FACE ILLUMINATOR<br>MAKEUP | 2752954          | 8/19/2003         |
| SKINLIGHTS GLOSSLIGHTS                | 2689468          | 2/18/2003         |
| SKINLIGHTS ILLUSION WAND              | 2679090          | 1/21/2003         |
| SLEEK CHEEKS                          | 2646768          | 11/5/2002         |
| SO EFFECTIVE YOU COULD SKIP A<br>DAY  | 2490705          | 9/18/2001         |
| SOFTSTROKE                            | 2207922          | 12/8/1998         |
| STAY NATURAL                          | 2762890          | 9/9/2003          |
| STREET WEAR                           | 2501959          | 10/30/2001        |
| STREET WEAR (Stylized)                | 2143619          | 3/10/1998         |
| STREET WEAR (Stylized)                | 2269258          | 8/10/1999         |
| STREETWEAR                            | 2111351          | 11/4/1997         |
| STREETWEAR                            | 2418104          | 1/2/2001          |
| STREETWEAR                            | 2267443          | 8/3/1999          |
| SUPER LUSTROUS                        | 1417120          | 11/18/1986        |
| SUPER LUSTROUS                        | 2240977          | 4/20/1999         |
| SUPER LUSTROUS                        | 2322391          | 2/22/2000         |
| SUPER SHAPER                          | 1300213          | 10/16/1984        |
| SUPER SPORT                           | 1707687          | 8/18/1992         |
| SUPER TOP SPEED                       | 2583534          | 6/18/2002         |
| SUPERCARE                             | 1502750          | 9/6/1988          |
| SUPERSHAPERS                          | 1320292          | 2/19/1985         |

| Mark                          | Registration No. | Registration Date |
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| SURE GRIP                     | 2246371          | 5/18/1999         |
| THE PURE SOURCE FOR BEAUTIFUL | 2701452          | 3/25/2003         |
| THE SENSITIVE WAY TO SUNCARE  | 2077948          | 7/8/1997          |
| THERMALAIRE                   | 2208856          | 12/8/1998         |
| TIMELINER                     | 1869182          | 12/27/1994        |
| TIME-OFF                      | 1904881          | 7/11/1995         |
| TOOLS-TO-GO!                  | 2821787          | 3/9/2004          |
| TOP BRASS                     | 670734           | 12/2/1958         |
| TOP SPEED & DESIGN            | 1925005          | 10/10/1995        |
| TRIPLE ACTION                 | 2633734          | 10/15/2002        |
| TRIPLE ACTION FLEX            | 2629577          | 10/8/2002         |
| UNFORGETTABLE                 | 1822047          | 2/15/1994         |
| VITAMIN C ABSOLUTES           | 2610509          | 8/20/2002         |
| VIXEN                         | 2221805          | 2/2/1999          |
| VIXEN                         | 2185166          | 8/25/1998         |
| WAKE-UP CALL!                 | 2698765          | 3/18/2003         |
| WELL-CONDITIONED              | 2696308          | 3/11/2003         |
| WELL-GROOMED                  | 2724995          | 6/10/2003         |
| WETPROOF                      | 2057482          | 4/29/1997         |
| WONDER-BUFF                   | 1674816          | 2/11/1992         |
| WONDERWEAR                    | 2081654          | 7/22/1997         |

TRIPLE ACTION  
 TRIPLE ACTION FLEX  
 TRIPLE ACTION FLEX

**B. TRADEMARK - APPLICATIONS**

| Mark                        | Application No. | Application Date |
|-----------------------------|-----------------|------------------|
| 634                         | 78/387289       | 3/19/2004        |
| ALMAY                       | 78/395337       | 4/2/2004         |
| ALMAY ORGANIC FLUORIDE PLUS | 78/113208       | 3/7/2002         |
| ALMAY REJUVENATE            | 78/422083       | 5/20/2004        |
| ALMAY RELAX                 | 78/422059       | 5/20/2004        |
| ALMAY WHIPPED GLOSS         | 78/230930       | 3/27/2003        |
| BE UNFORGETTABLE            | 78/101865       | 1/10/2002        |
| BEAUTIFUL FOR LIFE          | 78/375447       | 2/27/2004        |
| BOTAFIRM                    | 78/393869       | 3/31/2004        |
| BOTOLIFT                    | 78/305389       | 9/24/2003        |
| BROW FANTASY                | 78/317665       | 10/23/2003       |
| COLOR ACCENTS               | 78/155060       | 8/16/2002        |
| COLORSTAY OVERTIME SHEER    | 78/380709       | 3/9/2004         |
| DEMI-SHEER                  | 78/121016       | 4/11/2002        |
| FABULASH                    | 78/389739       | 3/24/2004        |
| FANTASEYES                  | 78/304910       | 9/24/2003        |
| FANTASY LENGTHS             | 78/307849       | 10/1/2003        |
| FIRE & ICE                  | 78/228393       | 3/21/2003        |
| GENTLY CLEAN                | 78/119362       | 4/3/2002         |
| INTENSE I-COLOR             | 78/384534       | 3/15/2004        |
| JEAN NATÉ SENSATIONS        | 78/408069       | 4/26/2004        |
| LASHFULL                    | 78/381495       | 3/10/2004        |
| LIQUIDSILK                  | 78/271373       | 7/8/2003         |
| LITTLE BOOK OF TRICKS       | 78/275549       | 7/17/2003        |
| LIVE BEAUTIFULLY            | 78/351295       | 1/13/2004        |

| Mark                              | Application No. | Application Date |
|-----------------------------------|-----------------|------------------|
| MANICURE-TO-GO                    | 78/286830       | 8/13/2003        |
| MAXIMUM MOISTURE. MINIMUM WEIGHT. | 78/236566       | 4/11/2003        |
| MITCHUM MAX                       | 78/274287       | 7/15/2003        |
| OVERTIME SHADOW                   | 75/940908       | 3/10/2000        |
| POWER RESERVE                     | 78/274982       | 7/16/2003        |
| PROBLEM SOLUTION                  | 78/155031       | 8/16/2002        |
| PURE RADIANCE                     | 78/258198       | 6/4/2003         |
| RED ROCKS!                        | 78/278787       | 7/25/2003        |
| REVLON                            | 78/243238       | 4/29/2003        |
| REVLON                            | 78/301595       | 9/17/2003        |
| REVLON                            | 78/315714       | 10/20/2003       |
| REVLON                            | 78/315790       | 10/20/2003       |
| REVLON                            | 78/317589       | 10/23/2003       |
| REVLON                            | 78/317606       | 10/23/2003       |
| REVLON                            | 78/315834       | 10/20/2003       |
| REVLON                            | 78/317612       | 10/23/2003       |
| REVLON                            | 78/315757       | 10/20/2003       |
| REVLON                            | 78/315746       | 10/20/2003       |
| REVLON                            | 78/315730       | 10/20/2003       |
| REVLON                            | 78/396341       | 4/5/2004         |
| REVLON INNOCENT                   | 78/405103       | 4/20/2004        |
| REVLON INTIMATES                  | 78/171728       | 10/7/2002        |
| REVLON NAIL BUILDERS              | 78/432555       | 6/9/2004         |
| REVLON SCENTSUOUS                 | 78/405120       | 4/20/2004        |
| REVLON SUPER SMOOTH               | 78/415729       | 5/10/2004        |
| REVLON ULTIMATE TWEEZER           | 78/313370       | 10/14/2003       |
| SHAPE N' BUFF                     | 78/441282       | 6/25/2004        |

| Mark                            | Application No. | Application Date |
|---------------------------------|-----------------|------------------|
| SHEER PERFECTION                | 78/286332       | 8/12/2003        |
| SHIMMER PEARLS                  | 78/339321       | 12/11/2003       |
| SPEED BUFF                      | 78/336832       | 12/5/2003        |
| STRENGTH WITHOUT THE STING      | 78/143125       | 7/11/2002        |
| SUPER LUSTROUS ULTRA<br>SHIMMER | 78/261670       | 6/12/2003        |
| TREAT YOURSELF BEAUTIFULLY      | 78/297441       | 9/8/2003         |
| TRULY LASTING                   | 78/384404       | 3/15/2004        |
| UNFORGETTABLE                   | 76/116412       | 8/24/2000        |
| UNIVERSAL POINTS                | 78/227928       | 3/20/2003        |
| ZP 11                           | 78/103468       | 1/18/2002        |

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**TERMINATION, RELEASE AND REASSIGNMENT  
OF SECURITY INTERESTS IN TRADEMARKS**

TERMINATION, RELEASE AND REASSIGNMENT OF SECURITY INTERESTS IN TRADEMARKS (this "Release), dated as of July 9, 2004, made by JPMORGAN CHASE BANK (formerly known as The Chase Manhattan Bank which was formerly known as Chemical Bank), a New York banking corporation, as administrative agent for the holders of the Bank Obligations pursuant to the Collateral Agency Agreement as defined in the Credit Agreement referred to below (in such capacity, the "Administrative Agent") pursuant to the Credit Agreement described below, in favor of REVLON CONSUMER PRODUCTS CORPORATION, a Delaware corporation (the "Company"). Unless otherwise defined herein, capitalized terms which are used herein and are defined in the Credit Agreement and the Trademark Security Agreement described below are used herein as therein defined.

**WITNESSETH:**

WHEREAS, the JPMorgan Chase Bank, in its capacity as administrative agent for the Lenders described below (in such capacity, the "Agent") is party to the Credit Agreement, dated as of February 28, 1995, as amended by the Amended and Restated Credit Agreement dated as of May 30, 1997, and as further amended by the Amended and Restated Credit Agreement dated as of November 30, 2001 (as heretofore amended, supplemented or otherwise modified, the "Credit Agreement"), among the Company, the Borrowing Subsidiaries from time to time parties thereto, the several Lenders from time to time parties thereto, the Co-Agents named therein, the Documentation Agent named therein, the Syndication Agent named therein, the Arranger named therein, and the Agent;

WHEREAS, pursuant to the Company Security Agreement, dated as of February 28, 1995 (as amended by the Amended and Restated Security Agreement dated as of May 30, 1997, and as further amended by the Consent and Confirmation, dated as of November 30, 2001 (the "Consent and Confirmation"), among the Company the Domestic Subsidiaries of the Company party thereto and the Agent, and as otherwise heretofore amended, supplemented, restated or otherwise modified, the "Company Security Agreement"), the Company granted in favor of the Administrative Agent a security interest in, among other things, certain inventory, trademarks, patents, copyrights, contract rights and general intangibles of the Company;

WHEREAS, pursuant to the Company Trademark Security Agreement, dated as of February 28, 1995 (as amended by the Consent and Confirmation and as otherwise amended, supplemented or otherwise modified, the "Trademark Security Agreement"), between the Company and the Administrative Agent, the Company granted to the Administrative Agent, a security interest in the Trademark Collateral (as that term is defined in the Company Security Agreement and the Trademark Security Agreement) whether then owned or thereafter acquired, including, but not limited to, the Trademarks

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listed on Schedule I to this Release, all renewals thereof, and the Trademark Licenses listed on Schedule II to this Release;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office as of March 10, 1995, at Reel 1319, Frames 001-067;

WHEREAS, the Company executed and delivered various supplements to the Trademark Security Agreement in favor of the Administrative Agent (the "Supplements"), including, but not limited to those Supplements which were recorded with the United States Patent and Trademark Office against the Trademarks as set forth below:

| <u>Recorded (As of)</u> | <u>Reel</u> | <u>Frames</u> |
|-------------------------|-------------|---------------|
| August 24, 1995         | 1385        | 903           |
| February 13, 1996       | 1433        | 096           |
| May 3, 1996             | 1455        | 739           |
| October 29, 1996        | 1517        | 906           |
| February 13, 1997       | 1561        | 558           |
| June 30, 1998           | 1745        | 788           |
| September 16, 1998      | 1795        | 113           |
| March 12, 1999          | 1875        | 691           |
| September 20, 1999      | 1962        | 520           |
| March 1, 2000           | 2041        | 059           |
| September 21, 2000      | 2172        | 191           |
| March 29, 2001          | 2281        | 260           |
| September 13, 2001      | 2372        | 965           |
| November 23, 2001       | 2400        | 480           |
| February 25, 2002       | 2448        | 371           |
| April 26, 2002          | 2492        | 458           |
| August 9, 2002          | 2558        | 713           |
| October 31, 2002        | 2607        | 665           |
| February 7, 2003        | 2666        | 830           |
| May 2, 2003             | 2722        | 833           |
| July 25, 2003           | 2786        | 579           |
| October 31, 2003        | 2854        | 626           |
| April 8, 2004           | 2829        | 281           |
| May 12, 2004            | 2852        | 493; and      |

WHEREAS, the Credit Agreement Obligations (as that term is defined in the Collateral Agency Agreement) have been Fully Satisfied, and the Company has requested that the Administrative Agent terminate the Company Security Agreement (as it pertains to the Trademark Collateral) and the Trademark Security Agreement, and release its security interest in and lien on the Trademark Collateral of the Company, and reassign the same to the Company;

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

1. Full and Complete Release of Security Interests in Trademark Collateral. (a) The Administrative Agent, on behalf of the holders of the Bank Obligations, without the need for further action by the Administrative Agent or the holders of the Bank Obligations, does hereby release and discharge fully its security interest, and reassigns to the Company any and all such rights, title and interest which the Administrative Agent holds, if any, in and to the following:

(i) all of the Company's trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registration, and any renewals thereof, including, without limitation, each registration and application identified on Schedule I attached hereto and made a part hereof, and including without limitation (1) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (2) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (3) all rights corresponding thereto throughout the United States and all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(ii) all of the Company's license agreements with any other Person in connection with any of the Trademarks of the Company, or such other Person's trademarks or service marks, whether the Company is a licensor or licensee under any such license agreement, including, without limitation, the Trademark Licenses identified on Schedule II attached hereto and made a part hereof; and

(iii) to the extent not otherwise included, all Proceeds of the Trademarks and Trademark Licenses identified on Schedules I and II attached hereto and hereof and made a part hereof.

2. Termination of Agreements. The parties hereto do hereby cancel and terminate the Company Security Agreement (as it pertains to the Trademark Collateral) and the Trademark Security Agreement, and all rights and obligations of the parties thereunder.

3. Release by the Company. The Company acknowledges and agrees that, in the absence of the Administrative Agent's, the Agent's, the Co-Agents', the Documentation Agent's, the Syndication Agent's, the Arranger's or any Lender's gross negligence or willful misconduct, it releases the Administrative Agent, the Agent, the Co-Agents, the Documentation Agent, the Syndication Agent, the Arranger, and each Lender from any claim, cause of action or liability at any time arising out of or with respect to this Release and the transactions contemplated hereby.



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4. No Representation by the Administrative Agent. The releases and reassignment granted by the Administrative Agent pursuant hereto are made without representation, warranty or recourse, express or implied.

5. Further Assurances. The Administrative Agent hereby agrees to take such further action (at the sole expense of the Company) as the Company reasonably deems necessary and may request to reflect and evidence the releases contemplated hereby, including without limitation, executing and delivering appropriate Uniform Commercial Code releases, termination statements, documents and instruments for filing in the appropriate jurisdictions as well as any releases that may be necessary to file in the United States Patent and Trademark Office; it being understood that the Company (but not the Administrative Agent) shall, to the extent the Company desires such Uniform Commercial Code releases, termination statements, documents and instruments and other filings with the United States Patent and Trademark Office be made, cause all necessary lien searches to be performed (at their sole cost and expense), prepare all necessary Uniform Commercial Code releases and other filings deemed necessary and reasonable by the Company and submit the same to the Administrative Agent's counsel for review and approval, which approval shall not be unreasonably withheld. The Administrative Agent, on behalf of the holders of the Bank Obligations, hereby authorizes the filing and recording of the foregoing release documents and termination statements executed by the parties.

6. Fees and Expenses. The Company shall pay the reasonable fees and expenses incurred by the Administrative Agent in connection with the preparation, execution and delivery of this Release, and any other documents or instruments executed in connection therewith (including without limitation, reasonable fees and disbursements of counsel).

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

Administrative Agent  
Company  
Date

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IN WITNESS WHEREOF, the parties have caused this Release to be duly executed and delivered in by their proper and duly authorized officers as of the day and year first above written.

JPMORGAN CHASE BANK, as  
Administrative Agent

By: Neil R. Boylan  
Name:  
Title: Neil R. Boylan  
Managing Director

REVLON CONSUMER PRODUCTS  
CORPORATION

By: [Signature]  
Name:  
Title: