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To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Revlon Consumer Products Corporation

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution date: July 9, 2004

2. Name and address of receiving party(ies):
Name: Citicorp USA, Inc. as collateral agent
Internal Address: _____
Address: _____
388 Greenwich Street, 19th
Street Address: Floor
City: New York State: NY Zip: 10013

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____
Additional number(s) attached _____

B. Trademark Registration No.(s) 2599617, 2595581, 2595616, 2487874, 1331738, 1320295, 1932216
 Yes No

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

Name: Brielle Weisberg
Internal Address: Weil, Gotshal & Manges, LLP

Street Address: 767 5th Avenue

City: New York State: NY Zip: 10153

6. Total number of applications and registrations involved:..... 236

7. Total fee (37 CFR 3.41): \$ 5915.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
230800
(Attach duplicate copy of this page if paying by deposit account)

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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.

Phyllis Eremitaggio Phyllis Eremitaggio July 14, 2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document:
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$6916.00 230800 2599617

Revlon Consumer Products Corporation - U.S. Trademark Registrations

Report Date: 7/9/2004

Registered Owner: Revlon Consumer Products Corporation Registered Address: 237 Park Avenue
New York, New York 10017

Country: United States

Mark	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
5 DAYS TO GROW		78/052064	3/8/2001	2599617	7/23/2002	Registered
A BETTER TOOL...A MORE BEAUTIFUL YOU	8, 21	76/111772	8/17/2000	2595581	7/16/2002	Registered
ABSOLUTELY FABULOUS	3	76/126669	9/12/2000	2595616	7/16/2002	Registered
ABSOLUTELY FABULOUS	3	75/361166	9/22/1997	2487874	9/11/2001	Registered
ACCU-TWEEZE	8	73/478235	5/1/1984	1331738	4/23/1985	Registered
ACTION-LASH	3	470217	3/14/1984	1320295	2/19/1985	Registered
ALL POINTS	16	74/479306	1/13/1994	1932216	10/31/1995	Registered
ALMAY	3	72437396	10/3/1972	980494	3/12/1974	Registered
ALMAY	14	74/526165	5/18/1994	1937529	11/21/1995	Registered
ALMAY	3	78/088155	10/12/2001	2675119	1/14/2003	Registered
ALMAY LIP VITALITY	3	78110159	2/21/2002	2854950	6/15/2004	Registered
ALMAY MILK PLUS	3	75/982206	6/20/2000	2583269	6/18/2002	Registered
ALMAY NEARLY NAKED	3	78127616	5/9/2002	2793018	12/9/2003	Registered
ALMAY STAY SMOOTH	3	75/977586	11/13/1997	2224449	2/16/1999	Registered
ALMAY STAY SMOOTH	3	75829759	10/22/1999	2393472	10/10/2000	Registered
ALWAYS-ON	3	78/108819	2/14/2002	2730813	6/24/2003	Registered
AMAZING I-LINER	3	74/702346	7/17/1995	2014606	11/5/1996	Registered
AMAZING LASH	3	74/530238	5/27/1994	1974202	5/14/1996	Registered
AMAZING LASTING	3	74/702347	7/17/1995	2031168	1/14/1997	Registered
ANTI-CHAP LIPCOLOR	3	75-724491	6/9/1999	2354240	5/30/2000	Registered
AQUAMARINE	3	583617	8/17/1949	539769	3/20/1951	Registered
AQUAMARINE	3	54560	6/30/1958	686043	9/29/1959	Registered
AQUAMARINE	3	73/602121	5/27/1986	1477290	2/23/1988	Registered
BEAUTY SHAPERS	8, 21	76/105978	8/8/2000	2602279	7/30/2002	Registered
BEYOND POWDER	3	75983001	10/27/2000	2700821	3/25/2003	Registered
BLUSH-ON	3	149772	7/25/1962	759832	11/5/1963	Registered
BRIGHT EYES	3	78103455	1/18/2002	2730795	6/24/2003	Registered
BROWMAKER	3	78/051858	3/7/2001	2714609	5/6/2003	Registered
BUFFETTE	8	327410	5/15/1969	901954	11/3/1970	Registered
CDC	3	627767	10/30/1986	1467888	12/8/1987	Registered
CERTAINLY RED	3	75/068564	3/6/1996	2035577	2/4/1997	Registered
CHARLIE	3	74/063383	5/29/1990	1638832	3/26/1991	Registered
CHARLIE (& Bottle Design)	3	72/463261	7/18/1973	1001330	1/7/1975	Registered
CHARLIE (Fanciful Design) Carton	3	73/557948	9/12/1985	1397302	6/17/1986	Registered

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Revlon Consumer Products Corporation - U.S. Trademark Registrations

Report Date: 7/9/2004

CHARLIE (Fancifull)	3	73/557939	9/12/1985	1389634	4/15/1986	Registered
CHARLIE (New Script)	3	72/444623	1/26/1973	981697	4/2/1974	Registered
CHARLIE RED	3	75/335477	8/4/1997	2167732	6/23/1998	Registered
CHARLIE SUNSHINE	3	75/977295	10/15/1996	2168661	6/23/1998	Registered
CHARLIE WHITE	3	74/611508	12/15/1994	1984728	7/2/1996	Registered
CHIFFON	3	71/503995	6/15/1946	433443	10/14/1947	Registered
CLEAN NATE ...CLEAN NEYER	3	75/975620	5/26/1995	2039534	2/18/1997	Registered
FELT SO FRESH						
COLOR BASICS LIPSTICK	3	75/560340	9/25/1998	2394728	10/17/2000	Registered
COLOR ILLUSION REVLON	3	78/145566	7/19/2002	2777891	10/28/2003	Registered
COLOR LOCK	3	75/034140	12/18/1995	2035298	2/4/1997	Registered
COLOR LOCK	3	74/557977	8/8/1994	1911006	8/15/1995	Registered
COLOR MEMORY	3	73/524053	2/25/1985	1364018	10/8/1985	Registered
COLORSILK	3	72/211382	2/4/1965	802848	1/25/1966	Registered
COLORSTAY	3	74/456292	11/3/1993	1912134	8/15/1995	Registered
COLORSTAY	3	74/588368	10/7/1994	1987641	7/16/1996	Registered
COLORSTAY	3	74/636315	2/21/1995	2103818	10/7/1997	Registered
COLORSTAY	3	75/127605	7/1/1996	2102325	9/30/1997	Registered
COLORSTAY	3	78/119745	4/5/2002	2776896	10/21/2003	Registered
COLORSTAY LIPSHINE	3	75/738592	6/28/1999	2449970	5/8/2001	Registered
COLORSTAY NATURALS	3	75/980039	6/23/1998	2454187	5/22/2001	Registered
COLORSTAY OVERTIME	3	78/096695	12/5/2001	2735665	7/8/2003	Registered
COOL DRY	3	75/651579	3/3/1999	2472093	7/24/2001	Registered
CUSTOM EYES	3	73/415595	5/3/1983	1357493	9/3/1985	Registered
DAILY DOSE FLUORIDE	3	76/116112	8/24/2000	2636619	10/15/2002	Registered
DEEP MIST	3	284738	11/13/1967	878845	10/14/1969	Registered
DEFINING DUO	3	78/111965	3/1/2002	2659718	12/10/2002	Registered
DESIGN: FIGURE OF CHERUB IN OVAL	3	181411	11/18/1963	798164	10/26/1965	Registered
DOUBLE BOND	3	76/116109	8/24/2000	2636618	10/15/2002	Registered
DOUBLE TWIST	3	74/574672	9/16/1994	1914460	8/29/1995	Registered
EASY TO WEAR	3	74801659	3/30/1992	1850182	8/16/1994	Registered
EASY TO WEAR	3	74/663969	4/20/1995	2024588	12/17/1996	Registered
ELIMINA	3	504859	10/22/1984	1341927	6/18/1985	Registered
EMERYL	8	134567	12/22/1961	745546	2/19/1963	Registered
ENJOLI	3	73/275722	8/26/1980	1189694	2/16/1982	Registered
ETERNA 27	3	128295	9/20/1961	746341	3/5/1963	Registered
EUROPEAN COLLAGEN COMPLEX	3	321928	8/3/1981	1267550	2/21/1984	Registered
EVEN OUT	3	75-448023	3/11/1998	2258131	6/29/1999	Registered
EVERYLASH	3	75/560338	9/25/1998	2412922	12/12/2000	Registered
EYE OPENER	3	75/461152	4/2/1998	2256951	6/29/1999	Registered
EYEGlide	3	78/136319	6/17/2002	2774167	10/14/2003	Registered

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2001

Revlon Consumer Products Corporation - U.S. Trademark Registrations

Report Date: 7/9/2004

Trademark	Class	Serial Number	Registration Date	Registration Number	Status
FABULASH	3	171573	6/21/1963	768501	Registered
FABU-NAIL	3	73076222	2/4/1976	1046629	Registered
FIRE & ICE	3	630438	5/28/1952	576344	Registered
FIRE & ICE	3	74802561	11/24/1993	1920660	Registered
FIRE & ICE and Flame Design	3	74675488	5/17/1995	1959096	Registered
FIRE & ICE COOL and Flame Design	3, 4	75202797	11/21/1996	2213332	Registered
FIRMA NAIL	3	460257	6/14/1973	975253	Registered
FLEX	3	218898	6/8/1979	1140186	Registered
FLEX	3	195714	6/15/1964	787922	Registered
FLEX BOTTLE DESIGN	3	795105	4/24/1989	1608590	Registered
FLEX BOTTLE DESIGN	3	75110932	5/28/1996	2110475	Registered
FLEX CURL LOGO	3	174577	6/15/1978	1277657	Registered
FLEX LIGHT & FREE	3	74466621	12/2/1993	1912138	Registered
FLEX LIGHT & FREE	3	74486762	2/4/1994	1863442	Registered
FOUND IN NATURE. PROVEN BY SCIENCE.	3	78047564	2/9/2001	2606006	Registered
FROST & GLOW	3	74264772	4/13/1992	1749747	Registered
FX EYES	3	76294834	8/3/2001	2624461	Registered
FX LP STIX	3	76294835	8/3/2001	2671454	Registered
GET QUIET	11	76028064	4/14/2000	2564408	Registered
GIRL MAGIC	3	76147722	10/16/2000	2779988	Registered
GOLD RUSH	3	75229551	1/23/1997	2237355	Registered
GROW HEALTHY	3	76116110	8/24/2000	2589636	Registered
HI & DRI	3	3455	2/27/1956	659132	Registered
HIGH DIMENSION	3	75982120	10/12/2000	2579775	Registered
HIGH DIMENSION	3	78042204	1/8/2001	2562600	Registered
HIGH DIMENSION	3	76145748	10/12/2000	2750866	Registered
HOT CORAL	3	71680415	1/24/1955	640814	Registered
HYDRO SOLID	3	75724494	6/9/1999	2530360	Registered
L-LINER	3	74573285	9/14/1994	1970653	Registered
ILLUMINANCE	3	78048073	2/13/2001	2728115	Registered
JEAN NATE (ACCENT OVER E STYLIZED)	3	71574588	2/26/1949	537288	Registered
JEAN NATE (ACCENT OVER E STYLIZED)	3	71328446	6/30/1932	299041	Registered
JEAN NATE (ACCENT OVER E STYLIZED)	3	72180113	10/30/1963	786930	Registered
JEAN NATE (ACCENT OVER E STYLIZED)	3	75337805	8/8/1997	2164157	Registered
JEAN NATE (ACCENT OVER E)	3	75337806	8/8/1997	2165977	Registered
JEAN NATE FRICTION POUR LE BAIN (STYLIZED)	3	72112558	1/26/1961	727098	Registered
JONTUE (STYLIZED)	3	59354	8/1/1975	1043237	Registered
JONTUE MOONLIGHT	3	75977294	6/16/1995	2174036	Registered
KEEP BLUSHING	3	470118	3/14/1984	1320293	Registered
LADY MITCHUM (STYLIZED)	3	783384	2/27/1989	1582152	Registered

TRADEMARK

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Revlon Consumer Products Corporation - U.S. Trademark Registrations

Report Date: 7/9/2004

LASH FANTASY	3	78/139508	6/27/2002	2809412	1/27/2004	Registered
LASHFULL CURVACEOUS	3	74495780	3/1/1994	1941659	12/12/1995	Registered
LENGTHWISE	3	74/418441	7/27/1993	1870291	12/27/1994	Registered
LIGHTZONES	3	74/562970	8/19/1994	2027524	12/31/1996	Registered
LINE & MATTE	3	75/432931	2/12/1998	2439780	4/3/2001	Registered
LINE & SHINE	3	75/380844	10/28/1997	2266330	8/3/1999	Registered
LIP DEFENSE	3	75/355330	9/11/1997	2272947	8/24/1999	Registered
LIP DEFENSE	3	74/411019	7/12/1993	1847537	8/2/1994	Registered
LIPGLIDE	3	78/072220	7/3/2001	2679083	1/2/2003	Registered
LIQUID LIPS	3	75/726138	6/7/1999	2543783	3/5/2002	Registered
LOVE PAT	3	642421	2/18/1953	584344	1/5/1954	Registered
LOVE PAT	3	75/507388	6/23/1998	2246209	5/18/1999	Registered
LOVE THAT PINK	3	685126	4/7/1955	640182	1/15/1957	Registered
LUMINESQUE	3	73/467236	2/24/1984	1542156	6/6/1989	Registered
MESSAGE & GROW	3	76116111	8/24/2000	2580059	6/11/2002	Registered
MIDNIGHT MARBLE	3	76/090779	7/18/2000	2461855	6/19/2001	Registered
MITCHUM	11	73599006	5/15/1986	1427105	2/3/1987	Registered
MITCHUM (STYLIZED)	3	441858	11/21/1972	1022316	10/7/1975	Registered
MOISTURE BALANCE	3	76071160	6/15/2000	2623058	9/24/2002	Registered
MOISTURE TINT	3	74/439025	9/23/1993	1850505	8/23/1994	Registered
MOISTURESTAY	3	76/088804	7/13/2000	2640487	10/22/2002	Registered
MOISTUROUS	3	78/118782	4/1/2002	2765748	9/16/2003	Registered
MOON DROP	3	72/382301	1/28/1971	945360	10/17/1972	Registered
MOON DROPS	3	71/636736	10/16/1952	581938	11/3/1953	Registered
NAIL SUPPORT	3	498749	9/10/1984	1369724	11/12/1985	Registered
NATE NATURALS (ACCENT OVER E)	3, 4	75/435990	2/18/1998	2278496	9/14/1999	Registered
NATURALIST EYE DEFINING PENCIL	3	76/105977	8/8/2000	2636590	10/15/2002	Registered
NATURALLY GLAMOROUS	3	74/466951	12/1/1993	1873519	1/17/1995	Registered
NEAT-TOUCH	3	717886	3/21/1988	1510621	11/1/1988	Registered
NEW COMPLEXION	3	75/118682	6/13/1996	2111393	11/4/1997	Registered
NEW COMPLEXION MAKEUP	3	74/675492	5/17/1995	1960487	3/5/1996	Registered
NIGHT NOURISHER	3	553674	8/15/1985	1410050	9/23/1986	Registered
NIP 'N FOLD	3	470119	3/14/1984	1366360	10/22/1985	Registered
ONE COAT LIGHT & EASY	3	75/819066	10/8/1999	2601794	7/30/2002	Registered
PERFECT DEFINITION	3	74/311924	9/8/1992	1820384	2/8/1994	Registered
PERFECT FINISH	8	75/141107	7/29/1996	2211498	12/15/1998	Registered
PERFECT HEAT	9	75/150853	8/15/1996	2097364	9/16/1997	Registered
PERFECTWEEZE	8	72/169389	5/21/1963	772430	6/30/1964	Registered
PERHAPS THE TOUGHEST TOOLS IN THE HOUSE	8	75/834143	10/27/1999	2521689	12/25/2001	Registered
PINK FOIL	3	75/076838	3/22/1996	2035705	2/4/1997	Registered

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Revlon Consumer Products Corporation - U.S. Trademark Registrations

Report Date: 7/9/2004

POWER TO GO	11	76/034386	4/25/2000	2530721	1/15/2002	Registered
PROGENITIN	3	128296	9/20/1961	756209	9/3/1963	Registered
PROTECTIVES	3	567315	11/7/1985	1446950	7/7/1987	Registered
PURE TINTS	3	78/067233	6/4/2001	2650755	11/12/2002	Registered
QUICK THICK	3	78112048	3/1/2002	2645954	11/5/2002	Registered
RAPID SHINE	3	76121603	8/3/1/2000	2592723	7/9/2002	Registered
RAVEN RED	3	71/428625	2/16/1940	378663	6/11/1940	Registered
REVLON	3	72/009892	6/8/1956	647222	6/18/1957	Registered
REVLON	3	74/019465	1/16/1990	1625545	12/4/1990	Registered
REVLON	8	74/100878	9/27/1990	1660540	10/15/1991	Registered
REVLON	9, 11	74/265102	4/13/1992	1886476	3/28/1995	Registered
REVLON	9	74/295338	7/20/1992	2797953	12/23/2003	Registered
REVLON	14	74/324209	10/21/1992	1856240	9/27/1994	Registered
REVLON	14	74/554476	7/28/1994	2765960	9/23/2003	Registered
REVLON	8	74/586399	10/17/1994	2091640	8/26/1997	Registered
REVLON	18	75/061876	2/20/1996	2025709	12/24/1996	Registered
REVLON	25	75/975122	7/20/1992	1978991	6/4/1996	Registered
REVLON	25	75/841601	11/4/1999	2789089	12/2/2003	Registered
REVLON	20	76/246776	4/24/2001	2638730	10/22/2002	Registered
REVLON	26	76/354872	1/3/2002	2662778	12/17/2002	Registered
REVLON	21, 26	76/354775	1/3/2002	2770851	10/7/2003	Registered
REVLON (LOGO)	3	73/233170	9/28/1979	1152080	4/28/1981	Registered
REVLON EVERYLASH MASCARA	3	75/998581	9/13/1999	2372886	8/11/2000	Registered
REVLON MOISTURESTAY	3	75/977554	2/25/1997	2188597	9/8/1998	Registered
REVLON NAIL BUILDERS	3	75/173977	9/30/1996	2164631	6/9/1998	Registered
REVLON NAIL ENHANCERS	8	75/174470	9/30/1996	2186535	9/1/1998	Registered
REVLON NAIL ENHANCERS	3, 8, 21	75/977248	9/30/1996	2175769	7/21/1998	Registered
REVLON RESPONSE	8	75/229552	1/23/1997	2211663	12/15/1998	Registered
REVLON SKINLIGHTS	3	75/928206	2/25/2000	2742633	7/29/2003	Registered
REVLON SKINLIGHTS	3	75/980999	2/25/2000	2503121	10/30/2001	Registered
REVLON WET/DRY	3	76/147724	10/16/2000	2599081	7/23/2002	Registered
SHE	3	75-977260	7/3/1996	2185153	8/25/1998	Registered
SKIN LIGHTS	3	76/087497	7/13/2000	2727618	6/17/2003	Registered
SKINLIGHTS	3	75/928207	2/25/2000	2742634	7/29/2003	Registered
SKINLIGHTS COLOR LIGHTING	3	75/981000	2/25/2000	2503122	10/30/2001	Registered
SKINLIGHTS DIFFUSING TINTS	3	78/081672	8/29/2001	2670432	12/31/2002	Registered
SKINLIGHTS FACE ILLUMINATOR MAKEUP	3	78/081661	8/29/2001	2679089	1/21/2003	Registered
SKINLIGHTS GLOSSLIGHTS	3	78/119741	4/5/2002	2752954	8/19/2003	Registered
SKINLIGHTS ILLUSION WAND	3	78/081701	8/29/2001	2689468	2/18/2003	Registered
SLEEK CHEEKS	3	78/081684	8/29/2001	2679090	1/21/2003	Registered
	3	76/145747	10/12/2000	2646768	11/5/2002	Registered

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Revlon Consumer Products Corporation - U.S. Trademark Registrations

Report Date: 7/9/2004

SO EFFECTIVE YOU COULD SKIP A DAY	3	76/138596	9/29/2000	2490705	9/18/2001	Registered
SOFTSTROKE	3	75/144008	8/2/1996	2207922	12/8/1998	Registered
STAY NATURAL	3	78/118041	3/28/2002	2762890	9/9/2003	Registered
STREET WEAR	3	76/136675	9/27/2000	2501959	10/30/2001	Registered
STREET WEAR (Stylized)	3	75/976822	5/31/1996	2143619	3/10/1998	Registered
STREET WEAR (Stylized)	8	75/585190	11/6/1998	2269258	8/10/1999	Registered
STREETWEAR	3	75/098984	5/6/1996	2111351	11/4/1997	Registered
STREETWEAR	8	75/562326	9/30/1998	2418104	1/2/2001	Registered
STREETWEAR	8	75/978023	9/30/1998	2267443	8/3/1999	Registered
SUPER LUSTROUS	3	73/554654	8/21/1985	1417120	11/18/1986	Registered
SUPER LUSTROUS	3	75/122722	6/20/1996	2240977	4/20/1999	Registered
SUPER LUSTROUS	3	75/480976	5/7/1998	2322391	2/22/2000	Registered
SUPER SHAPER	3	385053	9/13/1982	1300213	10/16/1984	Registered
SUPER SPORT	3	74/200040	9/3/1991	1707687	8/18/1992	Registered
SUPER TOP SPEED	3	76/116108	8/24/2000	2583534	6/18/2002	Registered
SUPERCARE	3	73/662635	5/22/1987	1502750	9/6/1988	Registered
SUPERSHAPERS	3	73/470116	3/14/1984	1320292	2/19/1985	Registered
SURE GRIP	8	75/121200	6/10/1996	2246371	5/18/1999	Registered
THE PURE SOURCE FOR BEAUTIFUL	3	78071912	7/2/2001	2701452	3/25/2003	Registered
THE SENSITIVE WAY TO SUNCARE	3	74692269	6/19/1995	2077948	7/8/1997	Registered
THERMALAIRE	9	75/373662	10/15/1997	2208856	12/8/1998	Registered
TIMELINER	3	74/452078	10/26/1993	1869182	12/27/1994	Registered
TIME-OFF	3	74/454051	11/3/1993	1904881	7/11/1995	Registered
TOOLS-TO-GO!	8	78/169306	9/30/2002	2821787	3/9/2004	Registered
TOP BRASS	3	72/034556	2/27/1956	670734	12/2/1958	Registered
TOP SPEED & DESIGN	3	74/594320	10/12/1994	1925005	10/10/1995	Registered
TRIPLE ACTION	3	75/355328	9/11/1997	2633734	10/15/2002	Registered
TRIPLE ACTION FLEX	3	75/355329	9/11/1997	2629577	10/8/2002	Registered
UNFORGETTABLE	26	74/245633	2/12/1992	1822047	2/15/1994	Registered
UNIVERSAL POINTS	16	78/227928	3/20/2003	2856977	6/22/2004	Registered
VITAMIN C ABSOLUTES	3	76/138595	9/29/2000	2610509	8/20/2002	Registered
VIXEN	3	75/461154	4/2/1998	2221805	2/2/1999	Registered
VIXEN	3	75/977487	6/13/1996	2185166	8/25/1998	Registered
WAKE-UP CALL!	3	78055768	3/29/2001	2698765	3/18/2003	Registered
WELL-CONDITIONED	3	76121602	8/31/2000	2696308	3/11/2003	Registered
WELL-GROOMED	3	76121604	8/31/2000	2724995	6/10/2003	Registered
WETPROOF	3	75125705	6/26/1996	2057482	4/29/1997	Registered
WONDER-BUFF	8	74/127215	12/31/1990	1674816	2/11/1992	Registered
WONDERWEAR	3	75/161543	9/6/1996	2081654	7/22/1997	Registered

TRADEMARK

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TRADEMARK SECURITY AGREEMENT**REVLON CONSUMER PRODUCTS CORPORATION**

TRADEMARK SECURITY AGREEMENT, dated as of July 9, 2004, by each of the entities listed on the signature pages hereof (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of Citicorp USA, Inc. ("*Citicorp*"), as collateral agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "*Collateral Agent*").

Witnesseth:

WHEREAS, pursuant to the Credit Agreement, dated as of July 9, 2004 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among REVLON CONSUMER PRODUCTS CORPORATION (the "*Company*"), certain of its subsidiaries, as Local Borrowing Subsidiaries, the Lenders and Issuing Lenders party thereto and Citicorp, as administrative agent for the Multi-Currency Lenders and Issuing Lenders, Citicorp, as administrative agent for the Term Loan Lenders, and the Collateral Agent, the Lenders and the Issuing Lenders have severally agreed to make extensions of credit to the Company upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Company are party to the Guaranty pursuant to which they have guaranteed the Payment Obligations; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Collateral Agent (the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuing Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders and the Issuing Lenders to make their respective extensions of credit to the Company thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Security Agreement

The security interests granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

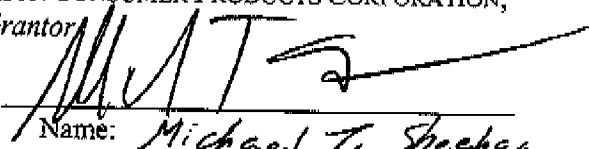
[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

REVLON CONSUMER PRODUCTS CORPORATION,
as Grantor

By:

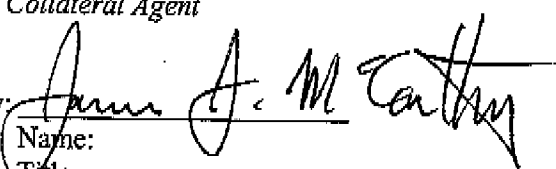


Name: Michael T. Sheehan
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

CITICORP USA, INC.,
as Collateral Agent

By:

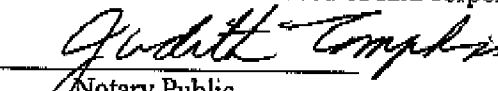


Name:
Title:

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 8th day of July, 2004 before me personally appeared Michael T. Sheehan, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of REVLON CONSUMER PRODUCTS CORPORATION, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

JUDITH TOMPKINS
Notary Public, State of New York
No. 01TO5053749
Qualified in New York County
Commission Expires December 26, 2005