

Form PYO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
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):  
Wilmington Trust Company

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 Termination, Release and Reassignment of Security Interests in Trademarks

Execution date: July 9, 2004

2. Name and address of receiving party(ies):  
Name: Revlon Consumer Products Corporation  
Internal Address: \_\_\_\_\_  
Street Address: 237 Park Avenue  
City: New York State: NY Zip: 10017

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) 2599817, 2595581, 2595616, 2487874, 1331738, 1320295  
 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: 282

7. Total fee (37 CFR 3.41): \$ 7065.00  
 Enclosed  
 Authorized to be charged to deposit account

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

DO NOT USE THIS SPACE

8. 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 Ermitaggio                      Phyllis Ermitaggio                      July 9, 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 \$7340.00 230800 76887289

**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 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 SO FRESH	2039534	2/18/1997
COLOR BASICS LIPSTICK	2394728	10/17/2000
COLOR ILLUSION REVLON	2777891	10/28/2003
COLOR LOCK	2033298	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 NATÉ (ACCENT OVER E STYLIZED)	537288	2/6/1951
JEAN NATÉ (ACCENT OVER E STYLIZED)	299041	11/22/1932
JEAN NATÉ (ACCENT OVER E STYLIZED)	786930	3/16/1965
JEAN NATÉ (ACCENT OVER E)	2164157	6/9/1998
JEAN NATÉ (ACCENT OVER E)	2165977	6/16/1998
JEAN NATÉ FRICTION POUR LE BAIN (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	8/7/1994
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
PROGENTIN	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 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 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
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

**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 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

**SCHEDULE II**  
**TRADEMARK LICENSE AGREEMENTS**

**A. REVLON CONSUMER PRODUCTS CORPORATION, AS LICENSOR**

No.	Description
1.	Trademark License Agreement, dated May 4, 2004, by and between Revlon Consumer Products Corporation and IWP International PLC, involving the REVLON and ALMAY trademarks.
2.	Trademark License Agreement, dated November 5, 1999, by and between Revlon Consumer Products Corporation and Capo, Inc., involving the REVLON trademark.
3.	Trademark License Agreement, dated August 26, 2003, by and between Revlon Consumer Products Corporation and Carlton Books Limited, involving the REVLON trademark.
4.	Trademark License Agreement, dated April 1, 1997, as amended January 1, 2001, by and between Revlon Consumer Products Corporation and Cole Vision Corporation and Pearle Vision, Inc., involving the REVLON trademark.
5.	Trademark License Agreement, dated June 30, 1993, as amended January 1, 1999, by and between Revlon Consumer Products Corporation and Conair Corporation, involving the REVLON trademark.
6.	Trademark License Agreement, dated August 7, 2001, as amended January 1, 2003, by and between Revlon Consumer Products Corporation and Filos USA (OptiFashion)(Metzler International AG), involving the REVLON trademark.
7.	Trademark License Agreement, dated August 6, 2001, as amended January 1, 2003, by and between Revlon Consumer Products Corporation and Filos International (Metzler International AG) involving the REVLON trademark.
8.	Trademark License Agreement, dated September 5, 1998, as amended on July 13, 2001 and September 8, 2003, by and between Revlon Consumer Products Corporation and General Wig Manufacturers, Inc., involving the REVLON trademark.

NO.	DESCRIPTION
9.	Trademark License Agreement, originally dated September 30, 1992, and as amended and restated January 1, 2004, by and between Revlon Consumer Products Corporation and Helen of Troy Limited, involving the REVLON trademark.
10.	Trademark License Agreement, originally dated September 30, 1992, and as amended and restated January 1, 2004, by and between Revlon Consumer Products Corporation and Helen of Troy Limited, involving the REVLON trademark.
11.	Trademark License Agreement, dated September 30, 2002, by and between Revlon Consumer Products Corporation and Living Things Manufacturing Company, involving the REVLON trademark.
12.	Trademark License Agreement, dated February 14, 2002, by and between Revlon Consumer Products Corporation and Malibu Health Products International, Ltd., involving the REVLON trademark.
13.	Trademark License Agreement, originally dated January 28, 2002, and as amended and restated December 12, 2003, by and between Revlon Consumer Products Corporation and Pacific World Corporation, involving the REVLON trademark.

**R. REVLON CONSUMER PRODUCTS CORPORATION, AS LICENSEE**

NONE.

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EXECUTION COPY

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

This TERMINATION, RELEASE AND REASSIGNMENT OF SECURITY INTERESTS IN TRADEMARKS (this "Release"), dated as of July 9, 2004, made by WILMINGTON TRUST COMPANY, not in its individual capacity but solely as collateral agent for holders of the Note Obligations (in such capacity, the "Note Collateral Agent") pursuant to the Indenture 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 Indenture and the Trademark Security Agreement described below are used herein as therein defined.

**WITNESSETH:**

WHEREAS, the Note Collateral Agent, as trustee (in such capacity, the "Trustee"), is party to the Indenture, dated as of November 26, 2001 (as heretofore amended, supplemented or otherwise modified, the "Indenture"), among the Company, the guarantors identified on the signature pages thereto and Wilmington Trust Company, as Trustee, providing for the issuance of the Company's 12% Senior Secured Notes Due 2005 (the "Notes", which term shall include the Initial Securities, any Exchange Securities and any Additional Securities (as each such term is defined in the Indenture));

WHEREAS, in connection with the Indenture and the related Second Lien Documents securing the obligations thereunder, the Note Collateral Agent and certain other parties entered into an Amended and Restated Collateral Agency Agreement, dated as of November 30, 2001 (the "Collateral Agency Agreement"), by and among the Company, JPMorgan Chase Bank, as Bank Agent and Administrative Agent, and Wilmington Trust Company, as Trustee and Note Collateral Agent;

WHEREAS, in connection with the Indenture and the related Second Lien Documents securing the obligations thereunder, the Note Collateral Agent and the Company entered into the Company Security Agreement, dated as of November 30, 2001 (as heretofore amended, supplemented, restated or otherwise modified, the "Company Security Agreement"), by which the Company granted in favor of the Note Collateral Agent, for the benefit of the holders of the Note Obligations, 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 November 30, 2001, between the Company and the Note Collateral Agent (as heretofore amended, supplemented, restated or otherwise modified, the "Trademark Security Agreement"), the Company granted to the Note Collateral Agent, for the benefit of the holders of the Note Obligations, 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



EXECUTION COPY

thereafter acquired, including, but not limited to, the Trademarks listed on Schedule I to this Release, 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 December 12, 2001, at Reel 2424, Frames 406-493;

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

<u>Recorded (As of)</u>	<u>Reel</u>	<u>Frame</u>
February 26, 2002	2448	871
May 7, 2002	2499	990
August 13, 2002	2561	292
November 1, 2002	2609	041
February 10, 2003	2667	004
May 2, 2003	2722	913
July 28, 2003	2788	520
November 3, 2003	2855	612
April 12, 2004	2830	375
May 13, 2004	2852	554;

WHEREAS, the Company has fulfilled the Note Obligations, and has requested that the Note Collateral 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;

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 Note Collateral Agent, on behalf of the Note Holders, without the need for further action by the Note Collateral Agent or the Note Holders, does hereby release and discharge fully its security interest, if any, and reassigns to the Company any and all such rights, title and interest which the Note Collateral 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

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(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 Note Collateral Agent's gross negligence or willful misconduct, it releases the Note Collateral Agent and each Note Holder 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.

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

5. Further Assurances. The Note Collateral 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 Note Collateral Agent) shall, to the extent that 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 Note Collateral Agent's counsel for review and approval, which approval shall not be unreasonably withheld. The Note Collateral Agent, on behalf of the Note Holders, hereby authorizes the filing and recording of the foregoing release documents and termination statements executed by the parties.

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6. Fees and Expenses. The Company shall pay the reasonable fees and expenses incurred by the Note Collateral 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.

[signature page to follow]

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

WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Note Collateral Agent

By: *Sandra R. Unitz*  
Name: SANDRA R. UNITZ  
Title: Senior Financial Services Officer

REVLON CONSUMER PRODUCTS CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

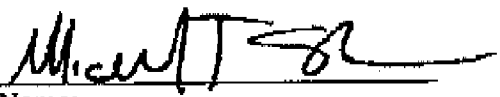
[Revlon Consumer Products Corporation Trademarks Release]

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

WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Note Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

REVLON CONSUMER PRODUCTS CORPORATION

By:   
Name:  
Title:

[Revlon Consumer Products Corporation Trademarks Release]