

MRD 9-16-98

10-01-1998

FORM PTO-1-31-92

09-16-1998

REC



U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

U.S. Patent & TMO/TM Mail Rcpt Dt. #11

100842271

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof. Box Assignment, Washington, DC 20231

<p>1. Name of conveying party(ies):</p> <p>A.P. Products Ltd.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State of New York <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>Chase Manhattan Bank (successor by merger to Chemical Bank)</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>270 Park Avenue</u></p> <p>City <u>New York</u> State <u>NY</u> ZIP <u>10017</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>New York banking corporation</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designation must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>July 24, 1998</u></p>	
<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s): See attached sheets.</p>	<p>B. Trademark registration No.(s): See attached sheets.</p> <p>Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>PENNIE & EDMONDS LLP 1667 K Street, N.W. Washington, D.C. 20006</p> <p>Attn.: <u>Nancy H. Lutz</u></p> <p>File No.: <u>8412-003</u></p>	<p>6. Total number of applications and registrations involved: <u>61</u></p> <p>7. Total fee (37 CFR 3.41):.....\$ <u>1,540.00</u></p> <p>Please charge to the deposit account listed in Section 8, as well as any other fees which may be due.</p> <p>8. Deposit account number: <u>16-1150</u></p>
<p>09/30/1998 JSHADAZZ 00000067 161150 74424619</p> <p>11 FC:481 40.00 CH 12 FC:482 1500.00 CH</p> <p style="text-align: center;">DO NOT USE THIS SPACE</p>	
<p>9. Statement and signature.</p> <p><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></p> <p><u>Nancy H. Lutz</u> <u>Nancy H. Lutz</u> <u>September 16, 1998</u> Name of Person Signing Reg. No. Signature Date</p> <p style="text-align: right;">Total number of pages comprising cover sheet: <u>25</u></p>	

PEDC-133937.1

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110396-1 doc

TRADEMARK REEL: 1792 FRAME: 0087

AFRICAN PRIDE & DESIGN

Serial No.: 74-424619

Filed: 08/16/1993

Published: 04/04/1995

Not. of All.

AFRICAN PRIDE & DESIGN

Serial No.: 74-419529

Filed: 07/28/1993

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PARIS PROFESSIONAL

Serial No.: 75-093796

Filed: 04/25/1996

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MIRACLE RELAXER

Serial No.: 75-094119

Filed: 04/25/1996

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Not. of All.

Continued on next page

PARIS PERFECTION

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Filed: 04/25/1996

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DESIGN OF A LEAF WITHIN A CIRCLE

Serial No.: 75-094122

Filed: 04/25/1996

Published: 06/17/1997
Not. of All.

HAWAIIAN MIRACLE

Serial No.: 75-094310

Filed: 04/25/1996

Published: 05/13/1997
Not. of All.

AFRICAN PRIDE

Serial No.: 75-152652

Filed: 08/19/1996

Published: 05/27/1997
Not. of All.

TROPICAL GRO

Serial No.: 75-215969

Filed: 12/19/1996

Published: 09/30/1997

SEDUCE

Serial No.: 75-261312

Filed: 03/21/1997

Published: 11/25/1997

CONQUER

Serial No.: 75-261313

Filed: 03/21/1997

Published: 11/25/1997

STIMULATE

Serial No.: 75-261400 Filed: 03/21/1997 Published: 11/25/1997
Not. of All.

QUIET

Serial No.: 75-305550 Filed: 06/09/1997 Published: 04/21/1998

PROSPER

Serial No.: 75-305565 Filed: 06/09/1997 Published: 04/21/1998

AFRICAN PRIDE & DESIGN

Serial No.: 75-318775 Filed: 07/02/1997 Published: 04/07/1998

AFRICAN PRIDE & DESIGN

Serial No.: 75-318772 Filed: 07/02/1997 Published: 12/16/1997
Not. of All.

AFRICAN PRIDE & DESIGN

Serial No.: 75-306113 Filed: 06/10/1997 Published: 12/16/1997
Not. of All.

AP PRODUCTS AND DESIGN

Serial No.: 75-167354 Filed: 09/17/1996

AP PRODUCTS AND DESIGN

Serial No.: 75-169990 Filed: 09/23/1996

ZE' ZE'

Serial No.: 75-233953 Filed: 01/30/1997

ZE' ZE' SALON DE PARIS

Serial No.: 75-233958 Filed: 01/30/1997

FLOSSY

Serial No.: 75-240416 Filed: 02/12/1997

AFRICAN PRIDE

Serial No.: 75-240609 Filed: 02/12/1997

CAPTIVATE

Serial No.: 75-261311 Filed: 03/21/1997

VITAMAGIC

Serial No.: 75-267964 Filed: 04/02/1997

Continuation of Question 4A:

RAVISH

Serial No.: 75-305564 Filed: 06/09/1997

DON'T BE A CHICKEN HEAD

Serial No.: 75-306114 Filed: 06/10/1997

VIGOR

Serial No.: 75-325462 Filed: 07/16/1997

TEMPT

Serial No.: 75-341713 Filed: 08/15/1997

MWANZA

Serial No.: 75-359492 Filed: 09/19/1997

MWANZA & DESIGN

Serial No.: 75-359523 Filed: 09/19/1997

AFRICAN SUPREME

Serial No.: 75-375539 Filed: 10/20/1997

AFRICAN PRIDE

Serial No.: 75-388308 Filed: 11/12/1997

ALL WAYS

Reg. No.: 1,387,180
Serial No.: 73-435021

Registered: 03/25/1986
Filed: 07/18/1983

First Use: 03/31/1983
Published: 01/22/1985

CHEM REPAIR

Reg. No.: 1,364,014
Serial No.: 73-521829

Registered: 10/08/1985
Filed: 02/11/1985

First Use: 08/08/1984
Published: 07/30/1985

NATURE'S SUPER GRO

Reg. No.: 1,508,793
Serial No.: 73-702830

Registered: 10/18/1988
Filed: 12/28/1987

First Use: 09/15/1987
Published: 07/26/1988

NATURE'S ISOGRO

Reg. No.: 1,549,756
Serial No.: 73-766874

Registered: 08/01/1989
Filed: 12/02/1988

First Use: 11/01/1988
Published: 05/09/1989

911

Reg. No.: 1,618,315
Serial No.: 73-826465

Registered: 10/23/1990
Filed: 09/18/1989

First Use: 09/08/1989
Published: 07/31/1990

BREAK NO MORE

Reg. No.: 1,848,020
Serial No.: 74-099036

Registered: 08/02/1994
Filed: 09/21/1990

First Use: 10/19/1991
Published: 04/20/1993

AFRICAN PRIDE

Reg. No.: 1,784,713
Serial No.: 74-200799

Registered: 07/27/1993
Filed: 09/05/1991

First Use: 09/30/1991
Published: 11/24/1992

AFRICAN PRIDE

Reg. No.: 1,926,194
Serial No.: 74-802533

Registered: 10/10/1995
Filed: 12/10/1992

First Use: 11/01/1994
Published: 11/09/1993

PROUD TO BE THE ORIGINAL

Reg. No.: 1,955,430
Serial No.: 74-394287

Registered: 02/06/1996
Filed: 05/21/1993

First Use: 04/15/1993
Published:

AFRICAN PRIDE & DESIGN

Reg. No.: 2,105,631
Serial No.: 74-419530

Registered: 10/14/1997
Filed: 07/28/1993

First Use: 07/01/1995
Published: 03/29/1994

AFRICAN PRIDE & DESIGN

Reg. No.: 1,926,537
Serial No.: 74-802534

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Filed: 07/28/1993

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Published: 03/29/1994

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Reg. No.: 1,926,592
Serial No.: 74-802532

Registered: 10/10/1995
Filed: 07/28/1993

First Use: 11/01/1994
Published: 03/29/1994

AFRICAN PRIDE & DESIGN

Reg. No.: 1,838533
Serial No.: 74-408595

Registered: 06/07/1994
Filed: 06/30/1993

First Use: 09/30/1991
Published: 01/18/1994

FORMULA R

Reg. No.: 1,997,427
Serial No.: 74-544594

Registered: 08/27/1996
Filed: 07/01/1994

First Use: 10/05/1994
Published: 07/11/1995

AUTHENTIC GINSENG MIRACLE AND DESIGN

Reg. No.: 1,987,548
Serial No.: 74-544577

Registered: 07/16/1996
Filed: 07/01/1994

First Use: 10/01/1994
Published: 05/16/1995

GINSENG MIRACLE

Reg. No.: 1,986,047
Serial No.: 74-491656

Registered: 07/09/1996
Filed: 02/16/1994

First Use: 10/01/1994
Published: 05/30/1995

GINSENG MIRACLE & DESIGN

Reg. No.: 1,987,549
Serial No.: 74-544578

Registered: 07/16/1996
Filed: 07/01/1994

First Use: 10/01/1994
Published: 05/16/1995

MAGICAL GRO

Reg. No.: 1,904,041
Serial No.: 74-555141

Registered: 07/11/1995
Filed: 07/29/1994

First Use: 06/10/1993
Published: 04/18/1995

WONDER 8 OIL

Reg. No.: 2,001,815
Serial No.: 74-544593

Registered: 09/17/1996
Filed: 07/01/1994

First Use: 09/28/1994
Published: 06/20/1995

WONDER 8 CREME

Reg. No.: 1,989,996	Registered: 07/30/1996	First Use: 06/01/1995
Serial No.: 74-716165	Filed: 07/07/1995	Published: 05/07/1996

MIRACLE SHEEN

Reg. No.: 2,012,866	Registered: 10/29/1996	First Use: 08/01/1995
Serial No.: 74-690,038	Filed: 05/26/1995	Published: 01/09/1996

DESIGN OF A LEAF WITHIN A CIRCLE

Reg. No.: 2,170,477	Registered: 06/30/1998	First Use: 08/01/1996
Serial No.: 75-977289	Filed: 04/25/1996	Published: 06/17/1997

DREAM KIDS

Reg. No.: 2,068,030	Registered: 06/03/1997	First Use: 12/01/1996
Serial No.: 75-060391	Filed: 02/21/1996	Published: 10/22/1996

GIN GRO

Reg. No.: 2,061,170	Registered: 05/13/1997	First Use: 04/28/1996
Serial No.: 75-106432	Filed: 05/20/1996	Published: 02/18/1997

MIRACLE CREME

Reg. No.: 2,108,496	Registered: 10/28/1997	First Use: 04/28/1996
Serial No.: 75-106433	Filed: 05/20/1996	Published: 08/05/1997

GINSENG MIRACLE (MALE & FEMALE ARTWORK)

Reg. No.: 2,145,725
Serial No.: 75-116878

Registered: 03/24/1998
Filed: 06/10/1996

First Use: 04/18/1996
Published: 12/30/1997

RELEASE THE POWER

Reg. No.: 2,142,656
Serial No.: 75-261349

Registered: 03/10/1998
Filed: 03/21/1997

First Use: 06/01/1996
Published: 12/16/1997

KEEP YOUR HEAD UP

Reg. No.: 2,142,659
Serial No.: 75-261401

Registered: 03/10/1998
Filed: 03/21/1997

First Use: 06/01/1996
Published: 12/16/1997

SUBSIDIARY TRADEMARK SECURITY AGREEMENT

SUBSIDIARY TRADEMARK SECURITY AGREEMENT, dated as of July 24, 1998, made by the corporation signatory hereto ("the Grantor") in favor of The Chase Manhattan Bank, as administrative agent (in such capacity, the "Administrative Agent") for holders of the Bank Obligations (as hereinafter defined).

W I T N E S S E T H :

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of May 30, 1997 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Revlon Consumer Products Corporation, a Delaware corporation (the "Company"), the Borrowing Subsidiaries from time to time parties thereto (the "Borrowing Subsidiaries"; collectively with the Company, the "Borrowers"), the financial institutions from time to time parties thereto (the "Lenders"), the Arranger named therein, the Co-Agents named therein, Citibank, N.A., as documentation agent (in such capacity, the "Documentation Agent"), and the Administrative Agent, the Lenders have severally agreed to make loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has guaranteed certain obligations of the Company pursuant to a Subsidiaries Guarantee, dated as of the date hereof, in favor of the Administrative Agent, for the benefit of the holders of the Bank Obligations (as amended, supplemented or otherwise modified from time to time, the "Subsidiaries Guarantee"); and

WHEREAS, the Grantor has executed and delivered a Subsidiary Security Agreement, dated as of June 4, 1997, in favor of the Administrative Agent, for the benefit of the holders of the Bank Obligations (as amended, supplemented or otherwise modified from time to time, the "Subsidiary Security Agreement"); and

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to make their respective loans and other extensions of credit to the Borrowers, the Grantor hereby agrees with the Administrative Agent, for the benefit of the holders of the Bank Obligations, as follows:

1. Defined Terms.

(a) Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Subsidiary Security Agreement.

(b) Other Definitional Provisions. (i) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole

and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Bank Obligations, the Grantor hereby grants to the Administrative Agent, for the benefit of the holders of the Bank Obligations, a security interest in all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(i) all 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 registrations and any renewals thereof, including, without limitation, each registration and application identified in Schedule 1 attached hereto and made a part hereof, and including without limitation (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) 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 (iii) all rights corresponding thereto throughout the United States and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (the "Trademarks"); provided that, for purposes hereof, the term "Trademarks" shall not include those rights which are not created by, or do not arise or exist under, the laws of the United States or any State or political subdivision thereof;

(ii) all license agreements with any other Person in connection with any of the Trademarks of the Grantor, or such other Person's trademarks, whether the Grantor is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule 1 hereto, subject, in each case, to the terms of such license agreements, including, without limitation, terms requiring consent to the grant of a security interest (the "Trademark Licenses"); provided that, for purposes hereof, the term "Trademark Licenses" shall not include those rights which are not created by, or do not arise or exist under, the laws of the United States or any State or political subdivision thereof; and

(iii) to the extent not otherwise included, all Proceeds (including, to the extent not otherwise included therein, cash) and products of any and all of the foregoing.

Notwithstanding anything to the contrary contained herein, the Trademark Collateral described herein shall constitute collateral security only for those Bank Obligations with respect to which the Proceeds of such Trademark Collateral are applied pursuant to Section 2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5 or 2.2.6 of the Collateral Agency Agreement and the Lien and security interest

provided hereby shall encumber the Trademark Collateral only to the extent of such Bank Obligations.

3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent, for the benefit of each Secured Party, under the Subsidiary Security Agreement. The Subsidiary Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

4. Release of Collateral and Termination. (a) This Agreement and all obligations of the Administrative Agent and the Grantor hereunder shall terminate on the date upon which the Grantor is released from its obligations under the Subsidiaries Guarantee without delivery of any instrument or performance of any act by any party. Upon termination of this Agreement, the Administrative Agent shall, at the sole expense of the Grantor, take such actions as reasonably may be necessary to release its security interest in the Trademark Collateral.

(b) Notwithstanding anything to the contrary contained herein, upon the request of the Grantor the Administrative Agent shall (without any notice to or vote or consent of the Documentation Agent or any Lender) take action (at the sole expense of the Grantor) to effect the release of any Trademark Collateral permitted under subsection 16.2 of the Credit Agreement.

5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Subsidiary Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

6. Credit Document, etc. This Agreement is a Credit Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

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

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

A.P. PRODUCTS, LTD.

By: _____

Name:

Title:

A.P. PRODUCTS LTD.
Trademark Registrations and Applications

ALL WAYS

Reg. No.: 1,387,180	Registered: 03/25/1986	First Use: 03/31/1983
Serial No.: 73-435021	Filed: 07/18/1983	Published: 01/22/1985

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AFRICAN PRIDE & DESIGN

Reg. No.: 1,838533
Serial No.: 74-408595

Registered: 06/07/1994
Filed: 06/30/1993

First Use: 09/30/1991
Published: 01/18/1994

FORMULA R

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Serial No.: 75-094119

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Serial No.: 75-094310

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AFRICAN PRIDE

Serial No.: 75-152652

Filed: 08/19/1996

Published: 05/27/1997
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TROPICAL GRO

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SEDUCE

Serial No.: 75-261312

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CONQUER

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STIMULATE

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QUIET

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PROSPER

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Serial No.: 75-318772

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AFRICAN PRIDE & DESIGN

Serial No.: 75-306113

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AP PRODUCTS AND DESIGN

Serial No.: 75-167354

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AP PRODUCTS AND DESIGN

Serial No.: 75-169990

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ZE' ZE'

Serial No.: 75-233953

Filed: 01/30/1997

ZE' ZE' SALON DE PARIS

Serial No.: 75-233958

Filed: 01/30/1997

FLOSSY

Serial No.: 75-240416

Filed: 02/12/1997

AFRICAN PRIDE

Serial No.: 75-240609

Filed: 02/12/1997

CAPTIVATE

Serial No.: 75-261311

Filed: 03/21/1997

VITAMAGIC

Serial No.: 75-267964

Filed: 04/02/1997

RAVISH

Serial No.: 75-305564

Filed: 06/09/1997

DON'T BE A CHICKEN HEAD

Serial No.: 75-306114

Filed: 06/10/1997

VIGOR

Serial No.: 75-325462

Filed: 07/16/1997

TEMPT

Serial No.: 75-341713

Filed: 08/15/1997

MWANZA

Serial No.: 75-359492

Filed: 09/19/1997

MWANZA & DESIGN

Serial No.: 75-359523

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AFRICAN SUPREME

Serial No.: 75-375539

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AFRICAN PRIDE

Serial No.: 75-388308

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GINSENG MIRACLE

Serial No.: 74-544576

Filed: 07/01/1994

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