

H.3.07

05-22-2000

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



101363524

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Revlon Professional Holding Company LLC

Execution Date
Month Day Year
03 30 00

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other Limited Liability Company
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Beauty Care Professional Products España, S.L.

DBA/AKA/TA _____

Composed of _____

Address (line 1) Aragon 499

Address (line 2) _____

Address (line 3) Barcelona Spain _____
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Spain

05/19/2000 DNGUYEN 00000142 192385 1231592

FOR OFFICE USE ONLY

01 FC:441 40.00 CH
02 FC:442 125.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002076 FRAME: 0125

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1231592"/>	<input type="text" value="2122487"/>	<input type="text" value="2135111"/>
<input type="text" value="2186916"/>	<input type="text" value="2189496"/>	<input type="text" value="2309974"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Robert K. Kretzman

Name of Person Signing

[Signature]

Signature

March 30, 2000

Date Signed

RPHC TRADEMARK SECURITY AGREEMENT

This RPHC TRADEMARK SECURITY AGREEMENT (the "Agreement") is made and entered into as of March 30, 2000 (the "Effective Date") by and between REVLON PROFESSIONAL HOLDING COMPANY LLC, ("RPHC" or "Grantor") a Delaware Limited Liability Company with its principal offices at 38 East 63rd Street, New York, NY 10021 and BEAUTY CARE PROFESSIONAL PRODUCTS ESPAÑA, S.L., a Spanish corporation, with its principal offices at Aragon 499, Barcelona, Spain (hereinafter referred to as "Secured Party").

WITNESSETH

WHEREAS, THE COLOMER GROUP, S.a.r.L. (f/k/a BEAUTY CARE PROFESSIONAL PRODUCTS LUXEMBOURG S.a.r.L.) ("Buyer"), an affiliate of Secured Party, has executed a purchase agreement dated as of February 18, 2000, as amended as of the date hereof (the "Purchase Agreement") by and among Revlon, Inc., Revlon Consumer Products Corporation, REMEA, 2 B.V., Revlon Europe, Middle East and Africa, Ltd., Revlon International Corporation, Europeenne de Produits de Beaute S.A., Deutsche Revlon GmbH & Co. K.G., Revlon Canada, Inc., Revlon de Argentina, S.A.I.C., Revlon South Africa (Proprietary) Limited, Revlon (Suisse) S.A., Revlon Overseas Corporation C.A., CEIL - Comercial, Exportadora, Industrial Ltda., Revlon Manufacturing Ltd., Revlon Belgium, N.V., Revlon (Chile) S.A., Revlon (Hong Kong) Limited, Revlon, S.A., Revlon Nederland B.V., Revlon New Zealand Limited European Beauty Products S.p.A. (collectively, the "Sellers"), pursuant to which Buyer is acquiring the Business, as defined in the Purchase Agreement;

WHEREAS, pursuant to Section 6.11(a)(iii) of the Purchase Agreement, Sellers have agreed to cause Grantor, and Buyer has agreed to cause Secured Party, to enter into two License Agreements (Revlon Marks) dated as of March 30, 2000 (each, a "Company License Agreement" and, together with each other license agreement entered into between Grantor and Secured Party or any of its affiliates, the "Company License Agreements") granting to Secured Party the right to use "Licensed Marks" as defined in the License Agreement on the terms and conditions set forth in such License Agreement; and

WHEREAS, pursuant to Section 7.3(j) of the Purchase Agreement, Grantor has agreed to grant Secured Party a first priority perfected security interest in and lien upon Grantor's right, title and interest in the Collateral (as hereinafter defined) in order to secure any and all damages in the event of a Bankruptcy Rejection (as hereafter defined) and Grantor's performance of its obligations (i) hereunder and (ii) under the License Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective agreements and conditions contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **DEFINITIONS.**

1.1. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Purchase Agreement and License Agreement, as applicable.

1.2. "*Bankruptcy Case*" shall mean a bankruptcy case (whether for liquidation, reorganization or otherwise) under the Bankruptcy Laws in which Grantor (or its successor or assignee) or any of its Affiliates is a debtor, or any analogous proceeding for liquidation, winding

up, reorganization, arrangement, composition, readjustment or appointment of a trustee, receiver or liquidator or similar relief under any statute, law or regulation, including under the laws of any jurisdiction other than the United States.

1.3. "*Bankruptcy Laws*" shall mean Title 11 of the United States Bankruptcy Code, 11 U.S.C. § § 101-1330, as it may be amended from time to time, or any applicable laws relating to bankruptcy, insolvency, receivership, dissolution, liquidation, and/or winding up or reorganization whether Federal, state or municipal or of any jurisdiction outside the United States.

1.4. "*Bankruptcy Rejection*" shall mean the entry of an order in a Bankruptcy Case authorizing, directing, approving or otherwise resulting in the rejection (or analogous action) of any License Agreement, or any material portion thereof, by Grantor (or its successor or assignee) or any of its Affiliates, as debtor-in-possession or by their respective bankruptcy trustee(s) (or analogous entity in a Bankruptcy or analogous proceeding); provided, however, that nothing in this Agreement shall be deemed an acknowledgment by either party hereto that any License Agreement may be rejected under the Bankruptcy Laws.

1.5. "*Collateral*" shall mean all of Grantor's right, title, and interest, whether now owned or hereafter acquired, in and to: (i) the Licensed Marks, along with all goodwill associated therewith or symbolized thereby, (ii) all registrations and applications for registration for the Licensed Marks including, the registrations and applications in the jurisdictions set forth on Schedule A hereto, as such schedule may be amended from time to time, in accordance with Section 5 hereof, including the applications and registrations set forth on Schedule B hereto, and

(iii) the goodwill associated with or symbolized by the Licensor Marks (including "REVLON") as heretofore used in connection with the Business (as defined in the Purchase Agreement), in (x) the United States, and (y) in each other jurisdiction with respect to which such goodwill has been transferred to RPHC, including, if and when such goodwill is transferred, the other jurisdictions set forth on Schedule A, as such schedule may be amended from time to time, in accordance with Section 5 hereto, unless in each such case with regard to this clause (y), Grantor is not required to grant a Lien with regard to such goodwill in accordance with Section 12(a)(iii) of the LLC Agreement, (iv) any other intellectual property rights hereafter acquired anywhere in the world by Grantor (but not any such rights of the Revlon Parties), along with any and all registrations and applications for registration for such intellectual property rights that may thereafter be issued or pending including, without limitation, any covenant not to sue in respect of any of the foregoing, (v) all files, records, certificates of registration, records, and other documentation relating to the foregoing in the possession or under the control of Grantor, and (vi) all proceeds of the foregoing. Without prejudice to subsections (ii), (iii) or (iv) above, in no event shall the Collateral include (x) any mark which consists solely of "REVLON", or other derivatives thereof, other than the Licensed Marks or (y) goodwill associated with the with the Revlon Parties' businesses other than the Business.

1.6. "*Combination Marks*" shall mean the marks that result from conjoining "REVLON PROFESSIONAL," "REVLON COIFFURE," "REVLON SALON," "REVLON ETHNIC," "REVLON REALISTIC," or "REVLON SALON AND SPA" (with or without the Ethnic Products Sub-Brand in accordance with Section VIII.B.2 of the License Agreement, as

applicable), with (i) any Currently Used Mark (excluding that portion of a Currently Used Mark that consists of the word "REVLON" and/or the initial "R" (other than an actual word that begins with "R") and/or any derivatives thereof, such as, "REVLONISSIMO" or "RMEN" or any contractions, abbreviations, translations, or variations thereof); provided that, in no event will a word such as "PROFESSIONAL" be duplicated; or (ii) any other Licensee Mark (as defined in the License Agreement) in accordance with Section VIII.B.1 of the License Agreement.

1.7. "*Currently-Used Marks*" shall mean the marks set forth on Schedule C hereto and any other mark that consists of a mark conjoined with the word "REVLON" and/or the initial "R" (other than an actual word that begins with "R"), and/or any derivatives thereof, such as, "REVLONISSIMO" or "RMEN" or any contractions, abbreviations, translations or variations thereof, that (i) was registered or applied for by Grantor or its Affiliates by, or at the direction of, Revlon Consumer Products Corporation's New York headquarters Law Department, as a mark for use in the Business at or prior to the Effective Date, whether or not listed on Schedule C or (ii) Secured Party can demonstrate, through contemporaneous documentary or other physical proof, was used on products manufactured, marketed or sold by the Business at or prior to the date of the Purchase Agreement, whether or not listed on Schedule C.

1.8. "*Event of Default*" shall mean a Bankruptcy Rejection.

1.9. "*License Agreement*" means each Company License Agreement and any other License Agreement entered into between the Secured Party, or its Affiliates, as licensee and any Revlon Party or its Affiliates, as licensor, with respect to the Licensed Marks and collectively the "License Agreements".

1.10. "*Licensed Marks*" shall mean any and all of the following: (i) "REVLON PROFESSIONAL", "REVLON COIFFURE", "REVLON SALON", "REVLON ETHNIC", "REVLON REALISTIC", "REVLON SALON AND SPA", including translations in accordance with the License Agreement (ii) "REVLONISSIMO", (iii) "R PRO", (iv) "RMEN" (v) the Currently-Used Marks, (v) the Combination Marks, along with any and all applications and registrations for any of the foregoing that are now or may hereafter be issued or pending.

1.11. "*Licensor Marks*" shall mean any and all trademarks, service marks, corporate names, source identifiers, trade names, business names, fictional names or "d/b/a's," Internet domain names, logos, slogans, and stylized renderings of any of the foregoing, and any and all registrations or applications therefor, whether now in existence, or hereafter filed or issued, that include the word "REVLON" and/or the initial "R" (other than as part of an actual word that begins with an "R"), any derivatives thereof, such as "REVLONISSIMO" or "RMEN", or any contractions, abbreviations, translations, or variations thereof.

1.12. "*Lien*" has the meaning set forth in Section 3(d).

1.13. "*LLC Agreement*" means the Amended and Restated Limited Liability Company Agreement of Revlon Professional Holding Company LLC dated as of the date hereof.

1.14. "*UCC*" shall mean the Uniform Commercial Code as in effect from time to time in the State of New York.

2. **GRANT OF SECURITY INTEREST**

(a) To secure the payment and performance of, and to protect Secured Party from and against, any and all losses, claims, liabilities and damages of any kind resulting

from a Bankruptcy Rejection of the License Agreement and the payment or performance, as the case may be, of all Grantor's obligations hereunder and under the License Agreement (all such losses, claims, liabilities, damages and obligations being hereinafter collectively referred to as "Obligations"), Grantor hereby grants to Secured Party a first priority continuing security interest in and lien upon, and to the extent necessary to grant a security interest in or lien upon, a conditional assignment of, the Collateral (the "Security Interest"). Such security interest and lien shall automatically apply to any property hereafter acquired which is included in the Collateral. Grantor hereby authorizes Secured Party to modify this Agreement to include a schedule of any future acquired property which is included in the Collateral. Without limiting the foregoing, Secured Party is hereby authorized to file one or more financing statements, continuation statements, filings with the United States Patent and Trademark Office (or any successor office or any similar office in any other country) or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by Grantor, without the signature of Grantor, and naming Grantor as debtor and Secured Party as secured party.

(b) The Security Interest is granted as security only and shall not subject Secured Party to, or in any way alter or modify, any obligation or liability of Grantor with respect to or arising out of the Collateral.

(c) The grant of Security Interest hereunder shall not give the Secured Party any right to Transfer (as defined in Section 6.2) any of the Collateral other than in accordance with Section 6 hereof.

3. **REPRESENTATIONS AND WARRANTIES**

Grantor represents and warrants to Secured Party, as follows:

(a) Except as set forth in Schedule 8(c) to the LLC Agreement,

Grantor has good and valid rights in and title to the Collateral and has full power and authority to grant to Secured Party the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement and the License Agreement, without the consent or approval of any other person other than any consent or approval which has been obtained.

(b) Fully executed Uniform Commercial Code financing statements or

other appropriate filings (including filings required to be made in the United States Patent and Trademark Office in order to perfect the Security Interest in the Collateral), recordings or registrations containing a description of the Collateral have been delivered to the Secured Party for filing in each governmental, municipal or other office specified in Schedule D hereto.

(c) Grantor is authorized to enter into this Agreement, and its entry

into this Agreement is not and would not, with notice or the passage of time or both, constitute a breach or violation of any governmental order or law or the rights of any third party (by contract or otherwise) other than breaches or violations as would not, individually or in the aggregate, have a material adverse effect on the validity or enforceability of this Agreement or the Security Interest or on the value or composition of the Collateral;

(d) The Security Interest constitutes (i) a legal and valid security

interest in all the Collateral securing the payment and performance of the Obligations, (ii) subject

to any required filings, recordings or registrations of a financing statement or analogous document, a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other applicable law in any other jurisdictions and (iii) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office, within the three-month period (commencing as of the date hereof) pursuant to 35 U.S.C. § 261 or 15 U.S.C. § 1060 and otherwise as may be required pursuant to the laws of any other jurisdiction. The Security Interest is and shall be prior to any other security interest, lien, claim, pledge, charge or encumbrance (any of the foregoing, a "Lien") on any of the Collateral.

(e) The Collateral is owned by Grantor free and clear of any Lien.

Grantor has not filed or consented to the filing of (i) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Collateral, (ii) any assignment in which Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or (iii) any assignment in which Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or

similar instrument is still in effect, except, in each case, in respect of which a release in a form acceptable to Secured Party has been delivered to Secured Party.

4. COVENANTS

Grantor covenants and agrees with Secured Party that from and after the date of this Agreement:

(a) Grantor will not execute, and there will not be on file in any public office, any financing statement or other document or instruments, except financing statements filed or to be filed in favor of Secured Party;

(b) Grantor will, from time to time, promptly execute, deliver, file and record all further instruments, endorsements and other documents, and take all such further action as Secured Party may reasonably request to better assure, preserve, protect and perfect Secured Party's interest in the Collateral, to maintain the Security Interest as a first priority security interest or to obtain the benefits of the rights, remedies and powers herein granted, including, without limitation, the following:

(i) the filing of any financing statements under the UCC in effect in any jurisdiction with respect to the liens and security interests granted hereby. A photocopy or other reproduction of this Agreement shall be sufficient as a financing statement and may be filed in lieu of the original to the extent permitted by applicable law;

(ii) the filing or recordation of any other document, including without limitation the filing of any document in the U.S. Patent and Trademark Office,

reasonably necessary to protect the validity of or to acknowledge, confirm, register, record or perfect Secured Party's interest in any of the Collateral; and

(iii) the filing or recordation of any other document in the appropriate offices as required under the laws or regulations of countries outside the U.S. reasonably necessary to protect the validity of or to acknowledge, confirm, register, record or perfect Secured Party's interest in any of the Collateral.

(iv) the taking of all such other acts as may be necessary for the purpose of carrying out the terms of this Agreement.

(c) the expenses for taking of the foregoing actions by Grantor or

Secured Party shall be shared on an equal basis by Secured Party and Grantor. Each party will pay its respective portion of such costs within thirty (30) days of the other party's invoice therefor;

(d) Grantor will not change its name or the location of its chief

executive office or voluntarily or involuntarily change its identity or corporate structure without

(i) giving Secured Party at least thirty (30) days' prior written notice clearly describing such new name or location and providing such other information in connection therewith as Secured Party

may reasonably request, and (ii) taking all action, including executing such financing statements

or other documents, requested by Secured Party to maintain the Security Interest of Secured

Party in the Collateral intended to be granted hereby as fully perfected with the same priority and in full force and effect;

(e) Grantor shall take any and all actions reasonably necessary or desirable to protect and maintain the Collateral in accordance with the terms and conditions of, and to the extent provided in, the License Agreement (as in effect on the date hereof) or the LLC Agreement and will at its expense, and at Secured Party's request, defend Secured Party's Security Interest in such Collateral from any and all claims and demands of any other Person;

(f) Grantor agrees that, it will not, without Secured Party's prior written consent, enter into any agreement, including, without limitation, any license agreement (not including the License Agreement), which is materially inconsistent with Grantor's obligations under this Agreement and Grantor further agrees that it will not take any action or permit any action to be taken by others subject to its control which would constitute a breach or violation of the License Agreement (as in effect on the date hereof), or fail to take any action (other than any action for which Licensee is solely responsible under the License Agreement) which would materially affect the validity or enforceability of any material rights contained in the Collateral;

(g) Grantor shall not do any act or knowingly omit to do any act whereby any of the Collateral may become invalidated, abandoned or unenforceable, shall notify Secured Party promptly if it knows that any application or registration relating to the Collateral is reasonably likely to become abandoned, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the any trademark office) regarding Grantor's ownership of any such Collateral or its right to register the same or to keep and maintain the same (provided Grantor

shall have no obligation to provide Secured Party with any notice of which Secured Party previously or contemporaneously has received a copy) and shall maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the Collateral including filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings take such actions necessary to protect and maintain the Collateral, in each case, in accordance with the LLC Agreement and the License Agreement (as in effect on the date hereof);

(h) Grantor shall promptly inform Secured Party of any infringement or misappropriation of the Collateral of which it becomes aware and shall take such actions necessary to protect the Collateral and recover damages in respect of any such misappropriation or infringement, in each case, in accordance with the LLC Agreement and the License Agreement (as in effect on the date hereof); and

(i) Without having any obligation to do so, Secured Party may perform or pay any obligation which Grantor has agreed to perform or pay in this Agreement but has not performed or paid and Grantor shall reimburse Secured Party for any amounts paid or incurred pursuant to this subparagraph. Grantor's obligation to reimburse pursuant to this subparagraph shall be deemed to be an obligation payable on demand.

5. NEW COLLATERAL; RELEASE OF COLLATERAL

5.1. To the extent that Grantor hereafter acquires any right, title and interest to assets of a type set forth under the definition of "Collateral" hereunder in any jurisdiction, including those set forth in Schedule A, such rights shall automatically be deemed "Collateral"

hereunder, shall be subject to the Security Interest and rights granted to Secured Party hereunder, and Schedule A shall be amended accordingly, to reflect any additional jurisdictions and/or Collateral. Without limiting the generality of the foregoing, Grantor hereby authorizes Secured Party, with prompt notice thereof to Grantors, to supplement this Agreement by supplementing Schedule A or B hereto or adding additional schedules hereto to specifically identify any asset or item that constitutes Collateral.

5.2. To the extent that any Collateral is transferred by Grantor to its Affiliates pursuant to Secured Party's request, or pursuant to Grantor's rights to transfer such Collateral to the Revlon Parties in accordance with Section 8 of the LLC Agreement, such Collateral will be deemed automatically released from the Security Interest and lien created by this Agreement at such time and to such extent that an equivalent first priority perfected security interest and lien in such Collateral is granted to Secured Party by such Affiliate or Revlon Party and Secured Party will take all necessary actions as set forth in Section 7 of this Agreement to effectuate such release.

6. RIGHTS AND REMEDIES UPON AN EVENT OF DEFAULT

6.1. If any Event of Default shall have occurred, then Secured Party, without prejudice to other rights and remedies provided for herein or under the License Agreement or the LLC Agreement and any rights now or hereafter existing under applicable law or in any Bankruptcy Case, shall have all rights and remedies as a secured party under the UCC (or equivalent law, including applicable public policy provisions in force in the jurisdictions where the Collateral is protected) in all applicable jurisdictions in respect of the Collateral.

6.2. Upon the occurrence and during the continuance of an Event of Default,

Secured Party shall have the right to make any transfer(s), assignment(s) or disposition(s), or any combination thereof (a "Transfer") of any of the Collateral. At the request of Secured Party, Grantor shall execute and deliver an absolute and unconditional assignment of the Collateral, and shall cooperate with Secured Party in recording such assignment in all relevant jurisdictions (including, where required, in dissolving associations between trademarks). Secured Party shall have the right to take all such other action necessary to effectuate the outright assignment of such Collateral or to execute, register or further protect its rights and remedies with respect to such assigned Collateral. Any such Transfer(s) which shall be a private sale or other private proceeding shall be made upon not less than fifteen (15) days written notice to Grantor specifying the time at which such Transfer is to be made and the intended sale price or other consideration therefor. Any such Transfer(s) which shall be a public sale shall be made upon not less than fifteen (15) days written notice to Grantor specifying the time and place of such sale and, in the absence of applicable requirements of law, shall be by public auction, after publication of notice of such auction not less than fifteen (15) days prior thereto in two newspapers in general circulation in the jurisdiction in which such auction is to be held. To the extent permitted by any such requirement of law, Secured Party may bid for and become the purchaser of the Collateral or any item thereof offered for sale in accordance with this Section, free from any right or equity or redemption in Grantor, which right of equity is expressly waived and released and, in lieu of actual payment of the purchase price may set off the amount of such price against the Obligations. The proceeds realized from the sale of any Collateral shall be

applied first to the costs, expenses and attorneys and paralegal fees and expenses incurred by Secured Party for collection and for acquisition, protection, and sale of the Collateral, and second to the Obligations. The commencement of any action, legal or equitable, or the rendering of any judgment or decree for deficiency shall not affect Secured Party's security interest in the Collateral until the Obligations are fully paid. Grantor agrees that Secured Party has no obligation to preserve rights to Collateral against any third party. If, under mandatory requirements of applicable law, Secured Party shall be required to make a Transfer of the Collateral within a period of time which does not permit the giving of notice to Grantor as hereinabove specified, then Secured Party shall give Grantor such notice of Transfer as shall be possible in view of such mandatory requirements of applicable law. Secured Party shall not be obligated to make any sale of the Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. To the extent permitted by applicable law, Grantor waives all claims, damages and demands against Secured Party arising out of the assignment, license, sublicense or sale of the Collateral.

6.3. Upon the occurrence and during the continuance of an Event of Default, Secured Party shall have the right at any time to make any payments and do any other acts Secured Party may deem necessary to protect its security interests in the Collateral, including, without limitation, the rights to pay, purchase, contest or compromise any encumbrance, charge or lien which, in the reasonable judgment of Secured Party appears to be prior to or superior to

the security interests granted hereunder in the Collateral, and appear in and defend any action or proceeding purporting to affect its security interests in, and/or the value of, the Collateral, including enforcing the Collateral against infringement. Grantor agrees that, in addition to all other rights and remedies granted to Secured Party in this Agreement and the License Agreement, Secured Party shall be entitled to specific performance and injunctive and other equitable relief, and Grantor further agrees to waive any requirement for the securing or posting of any bond or other security in connection with obtaining any such specific performance, injunctive or other equitable relief. All costs incurred by this provision shall be additional obligations secured by the Collateral hereunder.

6.4. Secured Party shall have and be entitled to exercise all powers hereunder that are specifically delegated it by the terms hereof, together with such powers as are reasonably incident thereto. Secured Party may perform any of its duties or exercise any of its rights hereunder or in connection with the Collateral by or through agents or employees and shall be entitled to retain counsel and to act in reliance of upon the advice of counsel concerning all such matters. Secured Party and its directors, officers, employees, attorneys and agents shall be entitled to rely on any communication instrument or document believed by it or them to be genuine and correct and to have been signed or sent by the proper person or persons.

6.5. In furtherance of the foregoing, Grantor irrevocably makes, constitutes and appoints Secured Party (and all officers, employees or agents designated by Secured Party with notice to Grantor) as such Grantor's true and lawful agent and attorney-in-fact, and in such capacity Secured Party shall have the right, with power of substitution for Grantor and in

Grantor's name or otherwise for the use and benefit of Secured Party, upon the occurrence and during the continuance of an Event of Default, (a) to endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party to use the Collateral; (b) to take any other actions with respect to the Collateral as Secured Party deems in its best interest; (c) to grant or issue any exclusive or non-exclusive license under the Collateral to anyone; (d) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction or to enforce any rights in respect of any Collateral; (e) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (f) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral; and (g) to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though Secured Party were the absolute owner of the Collateral for all purposes; *provided, however*, that nothing herein contained shall be construed as requiring or obligating Secured Party to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by Secured Party, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken or omitted to be taken by Secured Party with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of Grantor or to any claim or action against Secured Party. It is understood and agreed that the appointment of Secured Party as the agent and attorney-in-fact of Grantor for the purposes set forth above is coupled with an interest and is irrevocable. Grantor hereby ratifies all

such attorney shall lawfully do or cause to be done by virtue of this Agreement other than acts or omissions which are grossly negligent or constitute willful misconduct. The provisions of this Section shall in no event relieve Grantor of any of its obligations hereunder or under the License Agreement or the Operating Agreement with respect to the Collateral or any part thereof or impose any obligation on Secured Party to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by Secured Party of any other or further right which it may have on the date of this Agreement or hereafter, whether hereunder, under the License Agreement, under the Operating Agreement, by law or otherwise.

7. TERMINATION OF SECURITY AGREEMENT

7.1. Subject to Section 7.3 below, this Agreement shall terminate, with respect to any Collateral which is released from the lien of this Agreement pursuant to Section 5.2 hereof, upon and to the extent that an equivalent first priority perfected security interest in and lien upon such Collateral is granted to Secured Party by such Affiliate or Revlon Party following the transfer of such Collateral to Grantor's Affiliates. Subject to Section 7.3 below, this Agreement shall terminate, in its entirety, upon the expiration or termination of the License Agreement (so long as no dispute shall be outstanding with respect thereto and after the passage of all applicable periods for appeal or reinstatement (including pursuant to Section 6.7 of the Purchase Agreement)).

7.2. Upon termination of this Agreement, either in its entirety or with respect to any Collateral, Secured Party, at the request and expense of Grantor, will execute and deliver to Grantor the proper instruments acknowledging such termination and will duly, without recourse,

representation or warranty of any kind whatsoever, release such of the Collateral not theretofore disposed of, applied or released from the security interest and lien created hereby.

7.3. Notwithstanding the provisions of Section 7.1, if the License Agreement is terminated due to a Bankruptcy Rejection, then this Agreement shall remain in effect until final adjudication of or other permanent resolution of such Bankruptcy Case and until Secured Party shall have exercised all rights and remedies available to it hereunder, under the UCC and under applicable law.

8. MISCELLANEOUS.

8.1. Notices. All notices required or permitted by this Agreement to be given shall be in a form and substance pursuant to Section XVIII.A. of the License Agreement (as in effect on the date hereof).

8.2. Governing Law.

(a) THIS AGREEMENT SHALL BE DEEMED TO BE A

CONTRACT MADE UNDER THE LAWS OF THE STATE OF NEW YORK (REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS (EXCEPT FOR 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW)) AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AS IF ALL PARTIES WERE RESIDENT OF SUCH STATE.

(b) EACH OF GRANTOR AND SECURED PARTY HEREBY

IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE FEDERAL AND NEW YORK

STATE COURTS LOCATED IN THE CITY OF NEW YORK, THE BOROUGH OF MANHATTAN IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING RELATED TO THIS AGREEMENT OR ANY OF THE MATTERS CONTEMPLATED HEREBY, IRREVOCABLY WAIVES ANY DEFENSE OF LACK OF PERSONAL JURISDICTION AND IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT. EACH OF GRANTOR AND SECURED PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO UNDER APPLICABLE LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT AND ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) WITHOUT LIMITING THE FOREGOING, GRANTOR AGREES THAT SECURED PARTY SHALL HAVE THE RIGHT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO PROCEED AGAINST GRANTOR OR SECURED PARTY IN A COURT IN ANY LOCATION REASONABLY SELECTED IN GOOD FAITH TO ENABLE SECURED PARTY TO REALIZE ON SUCH PROPERTY, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF SECURED PARTY. GRANTOR AGREES THAT IT WILL NOT ASSERT ANY PERMISSIVE COUNTERCLAIMS IN ANY PROCEEDING BOUGHT BY SECURED PARTY TO

REALIZE ON SUCH PROPERTY, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF SECURED PARTY. GRANTOR WAIVES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH SECURED PARTY HAS COMMENCED A PROCEEDING DESCRIBED IN THIS PARAGRAPH INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS.

(d) GRANTOR AND SECURED PARTY EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS SECURITY AGREEMENT. INSTEAD, ANY DISPUTES RESOLVED IN COURT WILL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.

(e) GRANTOR WAIVES THE POSTING OF ANY BOND OTHERWISE REQUIRED OF SECURED PARTY IN CONNECTION WITH ANY JUDICIAL PROCESS OR PROCEEDING TO ENFORCE ANY JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF SECURED PARTY, OR TO ENFORCE BY SPECIFIC PERFORMANCE, TEMPORARY RESTRAINING ORDER OR PRELIMINARY OR PERMANENT INJUNCTION, THIS SECURITY AGREEMENT OR ANY OTHER AGREEMENT OR DOCUMENT AMONG GRANTOR AND SECURED PARTY CONTEMPLATED BY SECTION 4(b) ABOVE.

8.3. Entire Agreement; Modifications. This Agreement embodies the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements with respect thereto. This Agreement may not be amended or modified, except by a written instrument signed by the party against whom such modification or amendment is to be enforced.

8.4. Relationship of Parties. Nothing contained in this Agreement shall be construed to constitute the parties hereto as joint venturers or either as an employee or agent of the other.

8.5. Headings; Interpretation. The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Agreement. The Schedules identified in this Agreement are incorporated herein by reference. The word "including" shall mean including without limitation.

8.6. Joint Drafting. This agreement shall be considered to have been jointly drafted by the parties. Accordingly, any alleged uncertainty or ambiguity in the terms of this Agreement shall not be construed for or against either party based on the attribution of drafting to such party.

8.7. Binding Effect. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

8.8. Severability. In the event that any one or more of the clauses contained in the Agreement shall be declared invalid or unenforceable by a final order or judgement of any

court or regulatory authority of competent jurisdiction, the Agreement shall be construed to contain a modified version of such clause which reflects the intent of the parties to the maximum extent which is valid or enforceable. If such modification is not reasonably practicable, then this Agreement shall be construed as if it did not contain such invalid or unenforceable clause and shall, in all other respects, remain in full force and effect.

8.9. Assignment, Transfer and Sublicensing.

(a) By Grantor. Grantor may not transfer its rights in the Agreement.

In the event Grantor assigns any rights hereunder, such assignment shall be void and of no consequence as against Secured Party, and Secured Party may immediately seek an injunction or analogous provisional relief under local law against Grantor and such assignee to prevent such assignment.

(b) By Secured Party. Secured Party may transfer its rights in the Agreement to any purchaser or other transferee of all or substantially all of Secured Party's business to which the Licensed Marks relate (whether by way of sale of assets, merger, or otherwise) and to any permitted assignee of the License Agreement (it being the intent of the parties that each person who is a licensee under the License Agreement shall also be a Secured Party hereunder with respect to that portion of the Collateral as to which (or related to which)) such person is a licensee under the License Agreement. In the event that Secured Party assigns any rights hereunder other than as permitted under this Section 8.9, such assignment shall be void and of no consequence.

8.10. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall together constitute one and the same instrument, and shall become effective when one or more counterparts have been signed by Secured Party and delivered to Grantor and one or more counterparts have been signed by Grantor and delivered to Secured Party.

8.11. No Waiver; Cumulative Remedies. Secured Party shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by an officer of Secured Party, and then only to the extent explicitly set forth therein. A waiver by Secured Party of any right or remedy hereunder on any occasion shall not be construed as a bar to any right or remedy that Secured Party would otherwise have on any future occasion. No failure to exercise nor any delay in exercising on the part of Secured Party any right, power or privilege hereunder precludes any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights or remedies provided by law.

8.12. Legal Limitations. All rights, remedies and powers provided for herein may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent

necessary so that they will not render this Agreement invalid, unenforceable in whole or in part or not entitled to be recorded, registered or filed under the provisions of any applicable law.

* * * * *


IN WITNESS WHEREOF, the parties have duly executed this Agreement as of

the date and year first above written.

REVLON PROFESSIONAL HOLDING COMPANY LLC

By: REVLON CONSUMER PRODUCTS CORPORATION

By:


Name: Robert K. Kretzman

Title: Senior Vice President

BEAUTY CARE PROFESSIONAL PRODUCTS ESPAÑA, S.L.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

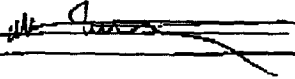
Title: _____

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of
the date and year first above written.

REVLON PROFESSIONAL HOLDING COMPANY LLC

By: _____
Name: _____
Title: _____

BEAUTY CARE PROFESSIONAL PRODUCTS ESPAÑA, S.L.

By:  _____
Name: _____
Title: _____

By:  _____
Name: _____
Title: _____

3002040-New York SGA

010

NOT. SAMPIETRO

93 4871381

30/03 00 16:20

Schedule A to RPHC Trademark Security Agreement

Jurisdictions

United States

Italy

France

Spain

South Africa

Germany

European Community

Schedule A, Page 1

Schedule B to RPHC Trademark Security Agreement

Registrations and Applications

COUNTRY	MARK	APP./REG. NO.
European Community	R PRO & Design	000399915
France	REVLON PC 2000	1299126
France	REVLON NATURAL WONDER	1459868
France	REVLON COLOR CLEAN	1509305
France	REVLON YOUNG COLOR II	1534901
France	REVLON BRILLIANT HAIR	1666663
France	FREE PERM & Design with REVLON	92427008
France	REVLON NATURAL WONDER	96612215
	EQUAVE	
France	REVLONISSIMO	99803037
France	REVLONISSIMO	95595566
Germany	REVLON NATURAL WONDER	875652
Germany	REVLON YOUNG COLOR	1139041
Germany	REVLON QUICK WHITE	1139042
Germany	REVLON COLOR CLEAN	1144742
Germany	REVLON BRILLIANT HAIR	1164906
Germany	REVLON LOVELY BLONDE	1175221
Germany	FREE PERM & Design with REVLON	2040975
Germany	REVLONISSIMO	39547397
Germany	REVLON NATURAL WONDER	39608789
	EQUAVE	
Italy	REVLON COLOR CLEAN	567947
Italy	FREE PERM & Design with REVLON	643787
Italy	REVLONISSIMO	720773
Italy	REVLON NATURAL WONDER	755784
	EQUAVE	

Italy	REVLON PC 2000	712620
Spain	REVLON SATIN-SET	413169
Spain	REVLON NATURAL WONDER	617996
Spain	REVLON NATURAL HONEY	1013982
Spain	REVLON PC 2000	1100420
Spain	REVLON LES CURLS CONTROL	1186511
Spain	REVLON ULTRA WHITE	1218748
Spain	INTERACTIVES REVLON PROFESSIONAL	1315033
Spain	REVLON PROFESSIONAL DESIGNER LOOK	1315034
Spain	REVLON BRILLIANT HAIR	1561436
Spain	FREE PERM & Design with REVLON	1668711
Spain	REVLON FEELING	1723849
Spain	REVLON NATURAL HONEY BABY LINE PACKAGE Design	1949135
Spain	REVLON PROFESSIONAL COLOR CLEAN and Package Design	1967120
Spain	REVLON GENTLE BLONDE	1973026
Spain	REVLONISSIMO	1996264
Spain	REVLON NATURAL WONDER EQUAVE	2016681
Spain	REVLON PC 2000 (DEVICE)	1101093
Spain	SOLUCIONES ESPECIFICAS DE REVLON	1263814
South Africa	REVLON NATURAL WONDER	64/1166
South Africa	REVLON HERBAL DEEP CLEAN	81/8055
South Africa	REVLON PROFESSIONAL	92/9658
United States of America	REVLON TOUCH UP & Design	1231592
United States of America	R PRO & Design	2122487

United States of America	R PRO & Design	2135111
United States of America	R PRO & Design	2186916
United States of America	R PRO & Design	2189496
United States of America	RMEN & Design	2309974

Schedule C to RPHC Trademark Security Agreement

Currently Used Marks

1. REVLON 2 PHASE AND KOREAN CHARACTER
2. REVLON ALPHA 5 IN 1
3. REVLON ALPHA 5 IN 1 SHAMPOO
4. REVLON BRILLIANT HAIR
5. REVLON BRILLIANT HAIR AND KOREAN CHARACTER
6. REVLON COIFFURE
7. REVLON COLOR CLEAN
8. REVLON EQUAVE
9. REVLON FEELING
10. REVLON GENTLE BLONDE
11. REVLON GREAT FEELING
12. REVLON HERBAL DEEP CLEAN
13. REVLON INTERACTIVES
14. REVLON LES CURLS CONTROL
15. REVLON LIQUID TEX AND KOREAN CHARACTER
16. REVLON LITE CREAM
17. REVLON (LOGO) NATURAL WONDER LABEL DESIGN
18. REVLON LOVELY COLOR
19. REVLON MOISTCURE
20. REVLON MP200 SENSOR
21. REVLON NATURAL HONEY
22. REVLON NATURAL WONDER
23. REVLON NATURAL WONDER EQUAVE
24. REVLON NATURAL WONDER TECHNICS
25. REVLON NATURAL WONDER VITALIZER
26. REVLON NATURAL WONDER EQUAVE AND KOREAN CHARACTER
27. REVLON NATURAL WONDER EQUALIZER AND KOREAN CHARACTER
28. REVLON NATURAL WONDER TECHNICS AND KOREAN CHARACTER
29. REVLON NATURAL WONDER VITALIZER AND KOREAN CHARACTER
30. REVLON PC 2000
31. REVLON PERFECT PERM
32. REVLON PERM LIFE
33. REVLON PROFESSIONAL

34. REVLON PROFESSIONAL CLEAN COLOR AND KOREAN CHARACTERS
35. REVLON PROFESSIONAL COLOR CLEAN AND PACKAGE DESIGN
36. REVLON-REALISTIC
37. REVLON REALISTIC GREAT FEELING
38. REVLON REALISTIC HERBAL DEEP CLEAN
39. REVLON REALISTIC MOISTCURE
40. REVLON-REALISTIC MP200 SENSOR
41. REVLON RILLING AND KOREAN CHARACTERS
42. REVLON SATIN-SET
43. REVLON SENSOR
44. REVLON SENSOR CARE
45. REVLON SENSOR HAIR COMPUTER
46. REVLON SENSOR SUPREME
47. REVLON SPRITZ
48. REVLON THERMAL TEX AND KOREAN CHARACTERS
49. REVLON ULTRA WHITE
50. REVLON YOUNG COLOR
51. REVLON YOUNG COLOR II
52. REVLON YOUNG HAIR NCT
53. REVLONISSIMO
54. REVLONISSIMO AND KOREAN CHARACTERS
55. R PRO
56. R PRO AND DESIGN
57. RMEN
58. FREE PERM AND DESIGN WITH REVLON
59. INTERACTIVES REVLON PROFESSIONAL
60. NATURAL HONEY FACIAL REVLON & DESIGN
61. REVLON NATURAL WONDER IN CHINESE CHARACTERS

Schedule D to RPHC Trademark Security Agreement

Filing Jurisdictions

New York Secretary of State

New York County

Delaware Secretary of State

U.S. Patent & Trade mark Office and applicable trademark registry offices in the Jurisdictions on
Schedule A hereto