

05-23-2000

FORM PTO-1594
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



5.10.00

101364141

To the Honorable Commissioner of

Please record the attached original documents or copy thereof.
Box Assignment, Washington, DC 20231

1. Name of conveying party(ies):

Revlon Consumer Products Corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State of Delaware
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: The Chase Manhattan Bank (successor by merger to Chemical Bank)

Internal Address: _____

Street Address: 270 Park Avenue

City New York, State New York ZIP 10017

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Consent to Assignments and Confirmation of Continuing Security Interest in Trademark Collateral

Execution Date: March 27, 2000

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

A. Trademark Application No.(s) 75/778,158

B. Trademark registration No.(s) See attached sheet

Additional numbers attached? Yes No

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

PENNIE & EDMONDS LLP
1667 K Street, N.W.
Washington, D.C. 20006

Attn.: David C. Lee

File No.: 8412-003-999

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41):.....\$ 115.00

Please charge to the deposit account listed in Section 8, as well as any other fees which may be due.

8. Deposit account number:
16-1150

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David C. Lee

Name of Person Signing Reg. No.

David C. Lee
Signature

May 10, 2000
Date

Total number of pages comprising cover sheet: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignment
Washington, D.C. 20231

05/22/2000 DNGUYEN 00000234 161150 75778158

01 FC:481
02 FC:482

40.00 CH
75.00 CH

TRADEMARK
REEL: 002077 FRAME: 0307

DC1 - 255150.1

SCHEDULE I

COLOR LOCK, U.S. Reg. No. 1,911,006
Registered: August 15, 1995

COLOR LOCK, U.S. Reg. No. 2,035,298
Registered: February 4, 1997

MILK PLUS 6, U.S. Reg. No. 1,075,792
Registered: October 25, 1977

DC1 - 250435.1

CONSENT TO ASSIGNMENTS
AND CONFIRMATION OF CONTINUING SECURITY INTEREST
IN TRADEMARK COLLATERAL

Consent to Assignments and Confirmation of Continuing Security Interest in Trademark Collateral dated as of March ~~27~~, 2000 (the "Consent and Confirmation"), made by and between Revlon Consumer Products Corporation (the "Company"), a Delaware corporation, and The Chase Manhattan Bank (successor by merger to Chemical Bank), a New York banking corporation, as administrative agent (in such capacity, the "Administrative Agent") pursuant to the Credit Agreement described below, in favor of the Company. Unless otherwise defined herein, capitalized terms which are used herein are defined in the Credit Agreement and the Company Trademark Security Agreement and the Subsidiary Trademark Security Agreement described below and are used herein as therein defined.

W I T N E S S E T H:

WHEREAS, the Administrative Agent is a party to the Amended and Restated Credit Agreement dated as of May 30, 1997 (as heretofore amended, supplemented or otherwise modified, the "Credit Agreement"), among the Company, the Borrowing Subsidiaries from time to time parties thereto, the several Lenders from time to time parties thereto, the Co-Agents named therein (in such capacities, the "Co-Agents"), Citibank, N.A., as documentation agent (in such capacity, the "Documentation Agent"), Lehman Commercial Paper Inc., as syndication agent (in such capacity the "Syndication Agent"), Chase Securities Inc., as arranger (in such capacity, the "Arranger"), and the Administrative Agent;

WHEREAS, pursuant to the Company Security Agreement dated as of February 28, 1995, the Company granted in favor of the Administrative Agent a security interest in, among other things, certain inventory, trademarks, patents, copyrights, contract rights and general intangibles of the Company;

WHEREAS, pursuant to the Company Trademark Security Agreement dated as of February 28, 1995 between the Company and the Administrative Agent (as heretofore amended, supplemented, restated or otherwise modified), the Company granted to the Administrative Agent, a security-interest in the Trademark Collateral (as that term is defined in the Company Trademark Security Agreement) whether then owned or thereafter acquired, including, but not limited to, certain Trademarks identified on Schedule I to this Consent and Confirmation, all renewals thereof, and certain Trademark Licenses identified on Schedule I;

WHEREAS, the Company Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the "Trademark Office") as of March 10, 1995, at Reel 1319, Frames 001-067, against various trademark registrations and applications, including, but not limited to COLOR LOCK, Reg. No. 1,911,006, identified on Schedule I hereto, and a Supplement to the Company Trademark Security Agreement was recorded with the Trademark Office as of February 13, 1997, at Reel 1561, Frames 558-568, against various trademark registrations and applications including, but not limited to COLOR LOCK, Reg. No. 2,035,298,

identified on Schedule I hereto:

WHEREAS, on April 15, 1997, the Company assigned all right, title, and interest in and to COLOR LOCK, Reg. No. 1,911,006, and COLOR LOCK, Reg. No. 2,035,298, identified on Schedule I hereto, together with the goodwill associated therewith (collectively, the April 4, 1997 Assignments"), to Roux Laboratories, Inc. ("Roux"), a New York corporation;

WHEREAS, pursuant to the Subsidiary Security Agreement dated as of February 28, 1995, Roux granted in favor of the Administrative Agent a security interest in, among other things, certain inventory, trademarks, patents, copyrights, contract rights and general intangibles of Roux;

WHEREAS, pursuant to the Subsidiary Trademark Security Agreement dated as of February 28, 1995 between Roux and the Administrative Agent, Roux granted to the Administrative Agent, a security interest in the Trademark Collateral (as that term is defined in the Subsidiary Trademark Security Agreement) whether then owned or thereafter acquired, including, but not limited to, certain Trademarks identified on Schedule I to this Consent and Confirmation, all renewals thereof, and certain Trademark Licenses identified on Schedule I;

WHEREAS, the Subsidiary Trademark Security Agreement was recorded with the Trademark Office as of March 13, 1995, at Reel 1319, Frames 332-423, against various trademark registrations and applications including, but not limited to, MILK PLUS 6, Reg. No. 1,075,792, identified on Schedule I hereto, and a Supplement to the Subsidiary Trademark Security Agreement was submitted for recordation with the Trademark Office as of March 1, 2000 (no Reel and Frame numbers are available) against various trademark applications including, but not limited to, COLOR LOCK, Ser. No. 75/778,158, identified on Schedule I hereto;

WHEREAS, on March 7, 2000, Roux assigned all right, title, and interest in and to COLOR LOCK, Ser. No. 75 778,158, COLOR LOCK, Reg. No. 1,911,006, and COLOR LOCK, Reg. No. 2,035,298, identified on Schedule I hereto, together with the goodwill associated therewith, to the Company, and on March 14, 2000, Roux assigned all right, title, and interest in and to MILK PLUS 6, Reg. No. 1,075,792, identified on Schedule I hereto, together with the goodwill associated therewith, to the Company (collectively, the "March 2000 Assignments");

WHEREAS, the Administrative Agent consents to the Assignments, provided that the parties confirm and agree to the continuation of the security interest in and to the Trademark Collateral listed on Schedule I hereto, granted pursuant to the Company Trademark Security Agreement and the Supplement thereto and pursuant to the Subsidiary Trademark Security Agreement and the Supplement thereto;

NOW, THEREFORE, in consideration of the premises:

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1. The Administrative Agent confirms its consent to the April 1997 Assignments from the Company to Roux and the March 2000 Assignments from Roux to the Company.

2. The parties hereto confirm and agree that the security interest of the Administrative Agent in the Trademark Collateral, including, without limitation, the Trademark Collateral listed on Schedule I hereto, is continuing, valid and subsisting.

3. This Consent and Confirmation shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without giving reference to principles of conflicts of laws.

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

THE CHASE MANHATTAN BANK,
As Administrative Agent

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

REVLON CONSUMER PRODUCTS
CORPORATION

By: ARCA M. AHERN
Name: **ARCA M. AHERN**
Title: **ASSISTANT SECRETARY**

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SCHEDULE I

A. Trademarks

COLOR LOCK, U.S. Reg. No. 1,911,006
Registered: August 15, 1995

COLOR LOCK, U.S. Reg. No. 2,035,298
Registered: February 4, 1997

COLOR LOCK, U.S. Ser. No. 75/778,158
Filed: August 17, 1999

MILK PLUS 6, U.S. Reg. No. 1,075,792
Registered: October 25, 1977

B. Trademark Licenses

None.

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