

12-07-2001

SHEET
LY



To the Honorable Commi:

101909596

the attached original documents or copy thereof.
20231

15-7-01

1. Name of conveying party(ies):

JPMORGAN CHASE BANK (successor to each of The Chase Manhattan Bank and Chemical Bank)

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

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

Name: NORELL PERFUMES, INC.

Internal Address: _____

Street Address: 625 Madison Ave.

City New York State NY ZIP 10022

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

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 Termination and Release of Security Interest in Trademarks

Execution Date: November 30, 2001

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

A. Trademark Application No.(s) See attached sheet
74/416962

Additional numbers attached? Yes No

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

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: 6

7. Total fee (37 CFR 3.41):.....\$ 165.00

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 December 7, 2001
 Name of Person Signing Reg. No. Signature Date

Total number of pages comprising cover sheet: 11

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

12/10/2001 6TON11 00000073 161150 74416962

01 FC:481 40.00 CH
 02 FC:482 125.00 CH

NORELL

Serial No.: 74-416962

Filed: 07/26/1993 Not. of Allow: 11/22/1994

Published: 08/30/1994

NORELL

Serial No.: 75-117972

Filed: 06/12/96

NORELL

Serial No.: 74-416965

Filed: 07/26/1993

(Continued on next page)

NORELL

Reg. No.: 901,649 Registered: 10/27/1970 Renewed: 10/27/1990 T Serial No.: 72-336234
Filed: 08/20/1969 Published: 10/27/1970

NORELL

Reg. No.: 1,467,901 Registered: 12/08/1987 Serial No.: 73-658498
Filed: 04/06/1987 Published: 09/15/1987

ELEGANT

Reg. No.: 1,600,224 Registered: 06/12/1990 Serial No.: 73-793061
Filed: 04/13/1989 Published: 03/20/1990

TERMINATION AND RELEASE
OF SECURITY INTERESTS IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS ("Release") dated as of November 30, 2001, by JPMORGAN CHASE BANK (successor to each of The Chase Manhattan Bank and Chemical Bank), as administrative agent (in such capacity, the "Administrative Agent") for the financial institutions (the "Lenders") from time to time parties to the Credit Agreement described below and NORELL PERFUMES, INC., a New York corporation (the "Grantor").

WITNESSETH:

WHEREAS, the Lenders entered into a Credit Agreement dated as of February 28, 1995 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Revlon Consumer Products Corporation (the "Company"), the Borrowing Subsidiaries named therein, the Lenders, the Co-Agents named therein, the Managing Agents named therein, the Syndication Agent named therein as documentation agent, and the Administrative Agent;

WHEREAS, the Grantor guaranteed certain obligations of the Company pursuant to a Guarantee dated as of February 28, 1995, in favor of the Administrative Agent, for the benefit of the Secured Parties (as defined therein), amended and restated on May 30, 1997 (as further amended, supplemented or otherwise modified from time to time, the "Affiliate Guarantee");

WHEREAS, in connection with the Credit Agreement, and in order to induce the Administrative Agent and the Lenders to enter into the Credit Agreement, to induce the Lenders to make their respective loans and other extensions of credit to the Borrowers, and to secure the prompt and complete payment and performance of the obligations under the Affiliate Guarantee, the Grantor executed and delivered as of February 28, 1995, a Security Agreement in favor of the Administrative Agent for the Lenders, as amended and restated as of May 30, 1997 (as further amended, supplemented, or otherwise modified from time to time, the "Affiliate Security Agreement") (the terms defined therein and not otherwise defined herein being used herein as therein defined) and an Affiliate Trademark Security Agreement, dated as of February 28, 1995 (as amended, supplemented, or otherwise modified from time to time, the "Trademark Security Agreement"), by which the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all the Grantor's right, title and interest in and to the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office as of March 10, 1995, at Reel 1312, Frames 358-365;

WHEREAS, the Grantor executed and delivered various supplements to the Trademark Security Agreement in favor of Administrative Agent (the "Supplements"), including,

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but not limited to those Supplements which were recorded with the United States Patent and Trademark Office against the Trademarks listed on Schedule 1 to this Release as set forth below:

<u>Recorded (As of)</u>	<u>Reel</u>	<u>Frames</u>
February 13, 1996	1433	042-045
February 13, 1997	1533	285-288

WHEREAS, the Grantor has been released from its obligations under the Affiliate Guarantee and has requested that the Administrative Agent terminate the Trademark Security Agreement and release its security interest in and lien on the Trademark Collateral of the Grantor, and reassign the same to the Grantor, by executing this Release;

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. The Administrative Agent does hereby release and terminate all liens and security interests in and to the Trademark Collateral which were granted, pledged and assigned to the Administrative Agent for the benefit of the Secured Parties as security for the obligations under the Affiliate Guarantee pursuant to the Trademark Security Agreement and the Supplements, and the Administrative Agent does hereby, without recourse and without representation or warranty of any kind, assign, convey, grant, set over, transfer and release to the Grantor all of the Administrative Agent's right, title and interest, if any, in and to the Trademark Collateral, including, without limitation, the following (collectively, the "Trademark Collateral"):

(a) 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; and

(b) 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

(c) 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.

2. The parties hereto do hereby cancel and terminate the Trademark Security Agreement and the Supplements, and all rights and obligations of the parties thereunder, and do hereby cancel and terminate the Affiliate Security Agreement to the extent that such agreement applies to and affects the Trademark Collateral of the Grantor.

3. The parties hereto agree that, at any time and from time to time upon the written request of the other party, each party will execute and deliver such further documents and do such further acts and things as may be reasonably requested by the other party in order to effect the purposes of this Release.

4. This Release has been executed and delivered in, and shall be governed by and construed in accordance with the laws of, the State of New York.

IN WITNESS WHEREOF, the undersigned have caused this Release to be duly executed and delivered by a duly authorized officer on the day and year first above written.

ADMINISTRATIVE AGENT

JPMORGAN CHASE BANK

By: Neil R. Say
Title:

GRANTOR

NORELL PERFUMES, INC.

By: Met T
Title:

STATE OF)
) ss.:
COUNTY OF)

On this 30th day of November, 2001, before me personally came Neil R. Boylan, to me known, who being by me duly sworn, did depose and say that he resides at New York, New York; that he is the MD of JPMORGAN CHASE BANK, the Administrative Agent described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said company; and that he signed said instrument on behalf of said company pursuant to said authority.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

Barbara A Porter
Notary Public

BARBARA A. PORTER
NOTARY PUBLIC State of New York
No 01PO4945930
Qualified in New York County
Commission Expires January 27, 2003

STATE OF)
) ss.:
COUNTY OF)

On this 30th day of November, 2001, before me personally came Michael T. Shoren, to me known, who being by me duly sworn, did depose and say that he resides at Wilton, CT; that he is the Assistant Sec of NORELL PERFUMES, INC., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

Barbara A Porter
Notary Public

BARBARA A. PORTER
NOTARY PUBLIC State of New York
No 01PO4945930
Qualified in New York County
Commission Expires January 27, 2003

DC1 - 308785.3

Norell Perfumes, Inc.
Trademark Registrations and Applications

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Reg. No.: 901,649 Registered: 10/27/1970 Renewed: 10/27/1990 T Serial No.: 72-336234
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NORELL

Serial No.: 74-416965 Filed: 07/26/1993

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TRADE MARK

REEL 1312 FRAME 360

Norell Perfumes, Inc.
Trademark Registrations and Applications

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46388-1

SCHEDULE 1

Norell Perfumes, Inc.
Trademark Registrations and Applications

NORELL

Serial No.: 75-117972

Filed: 06/12/96

7742-1

RECORDED: 12/07/2001

TRADEMARK
REEL: 002404 FRAME: 0344