

12-07-2001

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FORM PTO-1594

1-31-92

12-01

REC. TR.



101910379

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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

1. Name of conveying party(ies):

CHARLES OF THE RITZ GROUP LTD.

- Individual(s), General Partnership, Corporation-State of Delaware, Other, Association, Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Security Agreement, Other Amended and Restated Subsidiary Trademark Security Agreement, Merger, Change of Name

Execution Date: November 29, 2001

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

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

Internal Address:

Street Address: 270 Park Avenue

City New York State NY ZIP 10017

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation- A New York Banking Corporation, 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

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

A. Trademark Application No.(s) None

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

Additional numbers attached? Yes No

71/472446

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: 28

7. Total fee (37 CFR 3.41): \$ 715.00

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

fee 715.00

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.

Signature David C. Lee

Date December 6, 2001

Total number of pages comprising cover sheet:

17

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

AKIMBO

Reg. No.: 411,257
Serial No.: 71-472446

Registered: 01/09/1945
Filed: 07/21/1944

Renewed: 01/09/1985
Published: 10/31/1944

CHARLES OF THE RITZ (Stylized)

Reg. No.: 419,641
Serial No.: 71-485756

Registered: 02/26/1946
Filed: 07/13/1945

Renewed: 02/26/1986
Published: 12/04/1945

CHARLES OF THE RITZ (Stylized)

Reg. No.: 420,719
Serial No.: 71-485757

Registered: 04/30/1946
Filed: 07/13/1945

Renewed: 04/30/1986
Published: 02/12/1946

CR (Stylized)

Reg. No.: 590,893
Serial No.: 71-652601

Registered: 06/08/1954
Filed: 09/01/1953

Renewed: 06/08/1994
Published: 03/16/1954

REVENESCENCE

Reg. No.: 632,844
Serial No.: 71-694475

Registered: 08/14/1956
Filed: 09/12/1955

Renewed: 08/14/1996
Published: 05/29/1956

RITZ (Block Form)

Reg. No.: 634,468
Serial No.: 71-696120

Registered: 09/11/1956
Filed: 10/10/1955

Renewed: 09/11/1996
Published: 06/26/1956

MIDNIGHT

Reg. No.: 748,177
Serial No.: 72-129374

Registered: 04/16/1963
Filed: 10/06/1961

Renewed: 04/16/1983
Published: 01/29/1963

VEILESSCENCE

Reg. No.: 761,471
Serial No.: 72-141251

Registered: 12/10/1963
Filed: 04/02/1962

Renewed: 12/10/1983
Published: 05/14/1963

RAFFIA

Reg. No.: 757,493
Serial No.: 72-153287

Registered: 09/24/1963
Filed: 09/17/1962

Renewed: 09/24/1983
Published: 07/09/1963

MIDNIGHT

Reg. No.: 813,618
Serial No.: 72-232003

Registered: 08/23/1966
Filed: 11/02/1965

Renewed: 08/23/1986
Published: 06/07/1966

REVENESCENCE

Reg. No.: 1,232,432
Serial No.: 73-282611
01/04/1983

Registered: 03/29/1983
Filed: 10/20/1980

Published:

RITZ AGE ZONE CONTROLLER and DESIGN

Reg. No.: 1,441,696
Serial No.: 73-578028

Registered: 06/09/87
Filed: 01/16/1986

Published: 12/02/86

CHARLES OF THE RITZ

Reg. No.: 1,752,133
Serial No.: 74-229204
11/24/1992

Registered: 02/16/1993
Filed: 12/11/1991

§8 & 15
Published:

TIMELESS DIFFERENCE

Reg. No.: 2003328
Serial No.: 74-327861

Registered: 09/24/1996
Filed: 11/02/1992

Published: 03/23/1993

LINE REFINE

Reg. No.: 1,859,295
Serial No.: 74-439006
10/18/1994

Registered: 10/18/1994
Filed: 09/22/1993

Published:

PERFECT FINISH

Reg. No.: 1,994,391
Serial No.: 74-528488

Registered: 08/20/1996
Filed: 05/23/1994

COMPLETE COVER

Reg. No.: 1,998,617
Serial No.: 74-528496

Registered: 09/03/1996
Filed: 05/23/1994

FACE FINISHER

Reg. No.: 1,986,210
Serial No.: 74-561705

Registered: 07/09/1996
Filed: 08/16/1994

FIRMESENCE 770

Reg. No.: 1,959,951
Serial No.: 74-604270

Registered: 03/05/96
Filed: 11/7/1994

BIOCHANGE REPLACEMENT THERAPY

Reg. No.: 1,987,688
Serial No. 74-624730

Registered: 07/16/1996
Filed: 01/23/1995

Published: 10/10/1995

MOISTUREFUL

Reg. No. 2,007,218 Registered: 10/08/1996
Serial No. 74-666173 Filed: 04/24/1995

BIOCHANGE CLEANSER

Reg. No. 2,027,811 Registered: 12/31/1996 First Use: 10/23/1995
Serial No. 74-665614 Filed: 04/12/1995 Published: 04/09/1996

MOIST ENVIRONMENT NIGHT TREATMENT

Reg. No. 2033662 Registered: 01/28/1997 First Use: 02/1986
Serial No. 75-034139 Filed: 12/18/95 Published: 11/05/1996

FEATHER TOUCH CLEANSER

Reg. No. 2037036 Registered: 02/11/1997 First Use: 02/1991
Serial No. 75-065707 Filed: 02/29/96 Published: 11/19/1996

ANY AGE

Reg. No.: 2,056,263 Registered: 04/22/1997
Serial No.: 74-729979 Filed: 09/15/1995

MOISTUREFUL LINE DEFYING MAKEUP

Reg. No. 2,092,205 Registered: 08/26/1997 First Use: 10/28/1996
Serial No. 75-082293 Filed: 04/01/1996 Published: 12/17/1996

CHARLES OF THE RITZ ORIGINAL

Reg. No.: 2,135,809 Registered: 02/10/1998 First Use: 10/18/1995
Serial No. 75-246483 Filed: 02/24/1997 Published: 11/18/1997

RITZ CLASSIC

Reg. No.: 2,135,810
Serial No. 75-246484

Registered: 02/10/1998
Filed: 02/24/1997

First Use: 10/17/1995
Published: 11/18/1997

AMENDED AND RESTATED
SUBSIDIARY TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 29, 2001, made by the corporation signatory hereto (the "Grantor") in favor of JPMorgan Chase Bank (successor to each of The Chase Manhattan Bank and Chemical Bank), as administrative agent (in such capacity, the "Administrative Agent") for holders of the Bank Obligations (as hereinafter defined).

WITNESSETH:

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 "Amended and Restated 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 several Lenders from time to time parties thereto, the Co-Agents named therein, the Documentation Agent named therein, the Syndication Agent named therein, the Arranger, and The Chase Manhattan Bank, as Administrative Agent for the Lenders (as such terms are defined therein), the Lenders 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 had guaranteed certain obligations under the Credit Agreement pursuant to an Amended and Restated Guarantee, dated as of May 30, 1997, in favor of The Chase Manhattan Bank as Administrative Agent, for the benefit of the Secured Parties (as defined therein) (as amended, supplemented or otherwise modified prior to the date hereof, the "Affiliate Guarantee");

WHEREAS, the Grantor had executed and delivered an Amended and Restated Security Agreement, dated as of May 30, 1997, in favor of The Chase Manhattan Bank, as Administrative Agent for the Secured Parties (as amended, supplemented or otherwise modified prior to the date hereof, the "Affiliate Security Agreement");

WHEREAS, the Grantor has changed its status from an Affiliate to a Subsidiary (as those terms are defined in the Amended and Restated Credit Agreement);

WHEREAS, to reflect the Grantor's change in status from Affiliate to Subsidiary and to amend the beneficiaries thereof, the Grantor has executed and delivered an Amended and Restated Subsidiary Guarantee and an Amended and Restated Subsidiary Security Agreement (respectively, as amended, modified or otherwise supplemented from time to time, the "Subsidiary Guarantee" and the "Subsidiary Security Agreement"), each dated as of November

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26, 2001 and each in favor of the Administrative Agent for the benefit of the holders of the Bank Obligations;

WHEREAS, to secure the obligations of the Grantor under the Subsidiary Guarantee, pursuant to the Subsidiary Security Agreement, the Grantor granted in favor of the Administrative Agent, for the benefit of the holders of the Bank Obligations, a security interest in, among other things, certain copyrights, patents, trademarks and licenses therefor of the Grantor;

WHEREAS, pursuant to the Affiliate Trademark Security Agreement dated as of February 28, 1995 between the Grantor and Chemical Bank, as Administrative Agent (the "Existing Affiliate Trademark Security Agreement"), the Grantor granted to Chemical Bank, a security interest in the Trademark Collateral (as that term is defined in the Existing Affiliate Trademark Security Agreement) whether then owned or thereafter acquired, including, but not limited to, certain Trademarks identified on Schedule 1 hereto, all renewals thereof, and certain Trademark Licenses identified on Schedule 1;

WHEREAS, the Existing Affiliate Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the "Trademark Office") as of March 10, 1995, at Reel 1316, Frames 363-379;

WHEREAS, the Grantor executed and delivered various supplements to the Existing Affiliate Trademark Security Agreement in favor of Chemical Bank and The Chase Manhattan Bank (the "Supplements"), including, but not limited to those Supplements which were recorded with the Trademark Office against the Trademarks listed on Schedule 1 hereto as set forth below:

<u>Recorded (As Of)</u>	<u>Reel</u>	<u>Frames</u>
August 24, 1995	1385	659-663
February 13, 1996	1433	365-368
October 29, 1996	1517	895-899
February 13, 1997	1533	270-273
March 30, 1998	1705	981-984

WHEREAS, the Grantor has requested that the Existing Affiliate Trademark Security Agreement be amended and restated to reflect the Grantor's change in status from an Affiliate to a Subsidiary and to amend and restate the beneficiaries thereof, and to confirm and agree to the continuation of the security interest in and to the Trademark Collateral listed on Schedule 1 hereto, granted pursuant to the Existing Affiliate Trademark Security Agreement and the Supplements thereto as identified herein; and

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WHEREAS, the Administrative Agent and the other parties are agreeable to the terms of the Existing Affiliate Trademark Security Agreement, as amended and restated herein;

NOW, THEREFORE, in consideration of the premises, the Grantor, in its changed status from Affiliate to Subsidiary, hereby agrees with the Administrative Agent, for the benefit of the holders of the Bank Obligations, that the Existing Affiliate Trademark Security Agreement is, amended and restated in its entirety, 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 Guarantee 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"):

(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,

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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;

(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 3 to the Subsidiary Security Agreement, 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.

The Grantor confirms and agrees that the security interest of the Administrative Agent in the Trademark Collateral, granted when the Grantor was an Affiliate, is continuing, valid and subsisting. 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 Sections 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 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 the holders of the Bank Obligations, under the Subsidiary Security Agreement. The Subsidiary Security Agreement (and all rights and remedies of the Administrative Agent 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 Subsidiary Guarantee without delivery of any instrument or performance of any act by any party. Upon termination of this Agreement, the

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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 or in the Subsidiary Security Agreement, 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 17.2 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 Amended and Restated 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, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

CHARLES OF THE RITZ GROUP LTD.

By: 
Title: Assistant Secretary

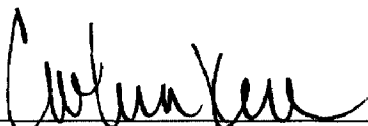
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TRADEMARK
REEL: 002406 FRAME: 0101

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

I, the undersigned, a Notary Public of the state and county aforesaid, certify that Michael T. Sheehan personally came before me this day and acknowledged that he is an Assistant Secretary of CHARLES OF THE RITZ GROUP LTD., a Delaware corporation, and that he, in that capacity, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and Notarial Seal this 30th day of November, 2001.



Notary Public **CAROLINA KIM**
 NOTARY PUBLIC, State of New York
 No. 01KI6061380
 Qualified in Kings County
 Commission Expires July 16, 2003

My Commission Expires:

07/14/03