

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

 U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

 1. Name of conveying party(ies):
Wilmington Trust Company

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Termination, Release and Reassignment
 of Security Interests in Trademarks

Execution date: July 9, 2004

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

Name: Charles off the Ritz Group Ltd.

Internal

Address: _____

Street Address: 237 Park Avenue

City: New York State: NY Zip: 10017

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware
☐ Other _____

 If assignee is not domiciled in the United States, a domestic
 representative designation is attached: ☐ Yes ☐ No
 (Designations 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)

 B. Trademark Registration No.(s) 411257, 2056263,
 1987688, 1752133, 419641, 420719, 2135809, 1998617
☒ Yes ☐ No

Additional number(s) attached

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

Name: Brielle Weisberg

Internal Address: Weil, Gotshal & Manges, LLP

Street Address: 767 5th Avenue

City: New York State: NY Zip: 10153

6. Total number of applications and registrations involved: 22

7. Total fee (37 CFR 3.41): \$ 565.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

230800

(Attach duplicate copy of this page if paying by deposit account)

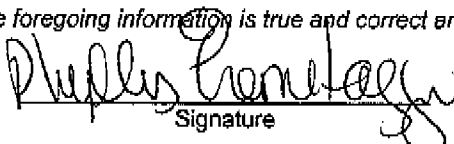
DO NOT USE THIS SPACE

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.

Phyllis Eremitaggio

Name of Person Signing



Signature

July 9, 2004

Date

Total number of pages including cover sheet, attachments, and document:
 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

CH \$565.00 230800 0411257

TRADEMARK

REEL: 002889 FRAME: 0477

700097735

SCHEDULE I**TRADEMARK REGISTRATIONS AND APPLICATIONS FOR
CHARLES OF THE RITZ GROUP LTD.****A. TRADEMARK REGISTRATIONS**

Mark	Registration No.	Registration Date
AKIMBO	411257	1/9/1945
ANY AGE	2056263	4/22/1997
BIOCHANGE REPLACEMENT THERAPY	1987688	7/17/1996
CHARLES OF THE RITZ	1752133	2/16/1993
CHARLES OF THE RITZ (STYLIZED)	419641	2/26/1946
CHARLES OF THE RITZ (STYLIZED)	420719	4/30/1946
CHARLES OF THE RITZ ORIGINAL	2135809	2/10/1998
COMPLETE COVER	1998617	9/3/1996
CR (STYLIZED)	590893	6/8/1954
FACE FINISHER	1986210	7/9/1996
FEATHER TOUCH CLEANSER	2037036	2/11/1997
FIRMESSCENCE 770	1959951	3/5/1996
LINE REFINE	1859295	10/18/1994
MIDNIGHT	813618	8/23/1966
MOIST ENVIRONMENT NIGHT TREATMENT	2033662	1/28/1997
PERFECT FINISH	1994391	8/20/1996
REVENESCENCE	1232432	3/29/1983
REVENESCENCE	632844	8/14/1956
RITZ	634468	9/11/1956
RITZ AGE-ZONE CONTROLLER & DESIGN	1441696	6/9/1987
RITZ CLASSIC	2135810	2/10/1998
TIMELESS DIFFERENCE	2003328	9/24/1996

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**TERMINATION, RELEASE AND REASSIGNMENT
OF SECURITY INTERESTS IN TRADEMARKS**

This TERMINATION, RELEASE AND REASSIGNMENT OF SECURITY INTERESTS IN TRADEMARKS (this "Release"), dated as of July 9, 2004, made by WILMINGTON TRUST COMPANY, not in its individual capacity but solely as collateral agent for holders of the Note Obligations (in such capacity, the "Note Collateral Agent") pursuant to the Indenture described below, in favor of CHARLES OF THE RITZ GROUP, LTD., a Delaware corporation (the "Grantor"). Unless otherwise defined herein, capitalized terms which are used herein and are defined in the Indenture and the Trademark Security Agreement described below are used herein as therein defined.

WITNESSETH:

WHEREAS, the Note Collateral Agent, as trustee (in such capacity, the "Trustee"), is party to the Indenture, dated as of November 26, 2001 (as heretofore amended, supplemented or otherwise modified, the "Indenture"), among Revlon Consumer Products Corporation (the "Company"), the guarantors identified on the signature pages thereto and Wilmington Trust Company, as Trustee, providing for the issuance of the Company's 12% Senior Secured Notes Due 2005 (the "Notes", which term shall include the Initial Securities, any Exchange Securities and any Additional Securities (as each such term is defined in the Indenture));

WHEREAS, the Grantor has guaranteed (the "Indenture Guarantee") the obligations of the Company under the Indenture;

WHEREAS, in connection with the Indenture, the Indenture Guarantee, and the related Second Lien Documents securing the obligations thereunder, the Note Collateral Agent and certain other parties entered into an Amended and Restated Collateral Agency Agreement, dated as of November 30, 2001 (the "Collateral Agency Agreement"), by and among the Company, JPMorgan Chase Bank, as Bank Agent and Administrative Agent, and Wilmington Trust Company, as Trustee and Note Collateral Agent;

WHEREAS, in connection with the Indenture, the Indenture Guarantee, and the related Second Lien Documents securing the obligations thereunder, the Note Collateral Agent and the Grantor entered into the Security Agreement, dated as of November 30, 2001 (as heretofore amended, supplemented, restated or otherwise modified, the "Subsidiary Security Agreement"), by which the Grantor granted in favor of the Note Collateral Agent, for the benefit of the holders of the Note Obligations, a security interest in, among other things, certain inventory, trademarks, patents, copyrights, contract rights and general intangibles of the Grantor;

WHEREAS, pursuant to the Subsidiary Trademark Security Agreement, dated as of November 30, 2001, between the Grantor and the Note Collateral Agent (as heretofore

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amended, supplemented, restated or otherwise modified, the "Trademark Security Agreement"), the Grantor granted to the Note Collateral Agent, for the benefit of the holders of the Note Obligations, a security interest in the Trademark Collateral (as that term is defined in the Subsidiary Security Agreement and the Trademark Security Agreement) whether then owned or thereafter acquired, including, but not limited to, the Trademarks listed on Schedule I to this Release, and the Trademark Licenses listed on Schedule II to this Release;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office as of December 12, 2001, at Reel 2397, Frames 460-474;

WHEREAS, the Company has fulfilled the Note Obligations, and, pursuant to the provisions of Section 8 and 10.6 of the Collateral Agency Agreement, the Grantor has requested that the Note Collateral Agent terminate the Subsidiary Security Agreement (as it pertains to the Trademark Collateral) and 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;

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. Full and Complete Release of Security Interests in Trademark Collateral. (a) The Note Collateral Agent, on behalf of the Note Holders, without the need for further action by the Note Collateral Agent or the Note Holders, does hereby release and discharge fully its security interest, if any, and reassigns to the Grantor any and all such rights, title and interest which the Note Collateral Agent holds, if any, in and to the following:

(i) all of the Grantor's 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 registration, and any renewals thereof, including, without limitation, each registration and application identified on Schedule I attached hereto and made a part hereof, and including without limitation (1) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (2) 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 (3) all rights corresponding thereto throughout the United States and all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(ii) all of the Grantor's license agreements with any other Person in connection with any of the Trademarks of the Grantor, or such other Person's trademarks or service marks, whether the Grantor is a licensor or licensee under any such license agreement, including, without limitation, the Trademark Licenses identified on Schedule II attached hereto and made a part hereof; and

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(iii) to the extent not otherwise included, all Proceeds of the Trademarks and Trademark Licenses identified on Schedules I and II attached hereto and hereof and made a part hereof.

2. Termination of Agreements. The parties hereto do hereby cancel and terminate the Subsidiary Security Agreement (as it pertains to the Trademark Collateral) and the Trademark Security Agreement, and all rights and obligations of the parties thereunder.

3. Release by the Company. The Grantor acknowledges and agrees that, in the absence of the Note Collateral Agent's gross negligence or willful misconduct, it releases the Note Collateral Agent and each Note Holder from any claim, cause of action or liability at any time arising out of or with respect to this Release and the transactions contemplated hereby.

4. No Representation by the Administrative Agent. The releases and reassignment granted by the Note Collateral Agent pursuant hereto are made without representation, warranty or recourse, express or implied.

5. Further Assurances. The Note Collateral Agent hereby agrees to take such further action (at the sole expense of the Grantor) as the Grantor reasonably deems necessary and may request to reflect and evidence the releases contemplated hereby, including without limitation, executing and delivering appropriate Uniform Commercial Code releases, termination statements, documents and instruments for filing in the appropriate jurisdictions as well as any releases that may be necessary to file in the United States Patent and Trademark Office; it being understood that the Grantor (but not the Note Collateral Agent) shall, to the extent that the Grantor desires such Uniform Commercial Code releases, termination statements, documents and instruments and other filings with the United States Patent and Trademark Office be made, cause all necessary lien searches to be performed (at their sole cost and expense), prepare all necessary Uniform Commercial Code releases and other filings deemed necessary and reasonable by the Grantor and submit the same to the Note Collateral Agent's counsel for review and approval, which approval shall not be unreasonably withheld. The Note Collateral Agent, on behalf of the Note Holders, hereby authorizes the filing and recording of the foregoing release documents and termination statements executed by the parties.

6. Fees and Expenses. The Grantor shall pay the reasonable fees and expenses incurred by the Note Collateral Agent in connection with the preparation, execution and delivery of this Release and any other documents or instruments executed in connection therewith (including without limitation, reasonable fees and disbursements of counsel).

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

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

WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Note Collateral Agent

By: Sandra R. Ortiz
Name: SANDRA R. ORTIZ
Title: Senior Financial Services Officer

CHARLES OF THE RITZ GROUP, LTD.

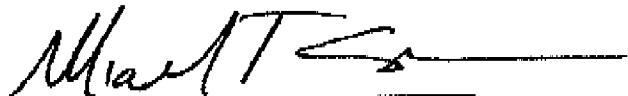
By: _____
Name:
Title:

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

WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Note Collateral Agent

By: _____
Name:
Title:

CHARLES OF THE RITZ GROUP, LTD.

By:  _____
Name:
Title:

B. TRADEMARK APPLICATIONS

NONE.

SCHEDULE II
TRADEMARK LICENSE AGREEMENTS OF
CHARLES OF THE RITZ GROUP LTD.

A. CHARLES OF THE RITZ, AS LICENSOR

NONE.

B. CHARLES OF THE RITZ, AS LICENSEE

NONE.

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