

Form PTO-1594
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Tab settings → → →

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

1. Name of conveying party(ies):
JPMorgan Chase Bank (formerly known as The Chase Manhattan Bank which was formerly known as Chemical Bank)

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: _____
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) _____
Additional number(s) attached _____

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

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 Eremitagio Phyllis Eremitagio July 9, 2004
Name of Person Signing Signature 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 0411267

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
FIRMESSENCE 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**

TERMINATION, RELEASE AND REASSIGNMENT OF SECURITY INTERESTS IN TRADEMARKS (this "Release"), dated as of July 9, 2004, made by JPMORGAN CHASE BANK (formerly known as The Chase Manhattan Bank which was formerly known as Chemical Bank), a New York banking corporation, as administrative agent for the holders of the Bank Obligations pursuant to the Collateral Agency Agreement as defined in the Credit Agreement referred to below (in such capacity, the "Administrative Agent"), 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 Credit Agreement and the Trademark Security Agreement described below are used herein as therein defined.

W I T N E S S E T H:

WHEREAS, JPMorgan Chase Bank, in its capacity as administrative agent for the Lenders described below (in such capacity, the "Agent"), is party to the Credit Agreement dated as of February 28, 1995, as amended by the Amended and Restated Credit Agreement dated as of May 30, 1997, and as further amended by the Amended and Restated Credit Agreement dated as of November 30, 2001 (as heretofore amended, supplemented or otherwise modified, the "Credit Agreement"), among Revlon Consumer Products Corporation (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, the Documentation Agent named therein, the Syndication Agent named therein, the Arranger named therein, and the Agent;

WHEREAS, the Grantor guaranteed certain obligations of the Company under the Credit Agreement pursuant to the Guarantee dated as of February 28, 1995, as amended by the Amended and Restated Guarantee dated as of May 30, 1997, in favor of the Administrative Agent, for the benefit of the Secured Parties (as amended, supplemented or otherwise modified prior to November 30, 2001, the "Affiliate Guarantee");

WHEREAS, in connection with the Credit Agreement and the Affiliate Guarantee, the Grantor entered into the Security Agreement dated as of February 28, 1995, as amended by the Amended and Restated Security Agreement dated as of May 30, 1997 (as amended, supplemented, restated or otherwise modified prior to November 30, 2001, the "Affiliate Security Agreement"), pursuant to which the Grantor granted in favor of the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other things, certain inventory, trademarks, patents, copyrights, contract rights and general intangibles of the Grantor;

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WHEREAS, pursuant to the Affiliate Trademark Security Agreement, dated as of February 28, 1995 (as amended, supplemented, restated or otherwise modified prior to November 30, 2001, the "Affiliate Trademark Security Agreement"), by the Grantor in favor of the Administrative Agent, the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as that term is defined in the Affiliate Security Agreement and the Affiliate Trademark Security Agreement) whether then owned or thereafter acquired, including, but not limited to, the Trademarks listed on Schedule I to this Release, all renewals thereof, and the Trademark Licenses listed on Schedule II to this Release;

WHEREAS, the Affiliate Trademark Security Agreement was recorded with the United States Patent and Trademark Office as of March 10, 1995, at Reel 1316, Frames 344-362;

WHEREAS, the Grantor executed and delivered various supplements to the Affiliate Trademark Security Agreement in favor of the Administrative Agent (the "Supplements"), including, but not limited to those Supplements which were recorded with the United States Patent and Trademark Office against the Trademarks 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	1553	270-273
March 30, 1998	1705	981-984;

WHEREAS, the Grantor changed its status from an Affiliate to a Subsidiary;

WHEREAS, to reflect the Grantor's change in status from Affiliate to Subsidiary and to amend the beneficiaries thereof, the Grantor executed and delivered an Amended and Restated Subsidiary Guarantee and an Amended and Restated Security Agreement, each dated as of November 26, 2001 (each as amended by the Consent and Confirmation dated as of November 30, 2001 (the "Consent and Confirmation") among the Company, the Domestic Subsidiaries of the Company party thereto and the Administrative Agent and as otherwise amended, supplemented or otherwise modified, respectively, the "Subsidiary Guarantee" and the "Subsidiary Security Agreement"), and each in favor of the Administrative Agent for the benefit of the holders of the Bank Obligations;

WHEREAS, 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 inventory, trademarks, patents, copyrights, contract rights and general intangibles of the Grantor;

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WHEREAS, to reflect the Grantor's change in status from an Affiliate to a Subsidiary and to amend the beneficiaries thereof, and to confirm the continuation of the security interest in and to the Trademark Collateral granted pursuant to the Affiliate Trademark Security Agreement and the Supplements thereto identified herein, the Grantor executed and delivered an Amended and Restated Subsidiary Trademark Security Agreement, dated as of November 29, 2001 (as amended by the Consent and Confirmation and as otherwise amended, supplemented, restated or otherwise modified, the "Subsidiary Trademark Security Agreement"), pursuant to which the Grantor granted to the Administrative Agent, for the benefit of the holders of the Bank Obligations, a security interest in the Trademark Collateral (as that term is defined in the Subsidiary Security Agreement and the Subsidiary Trademark Security Agreement) whether then owned or thereafter acquired, including, but not limited to, the Trademarks listed on Schedule I to this Release, all renewals thereof, and the Trademark Licenses listed on Schedule II to this Release;

WHEREAS, the Subsidiary Trademark Security Agreement was recorded with the United States Patent and Trademark Office as of December 6, 2001, at Reel 2406, Frame 091;

WHEREAS, the Credit Agreement Obligations (as defined in the Collateral Agency Agreement) have been Fully Satisfied, and the Grantor has requested that the Administrative Agent terminate the Subsidiary Security Agreement (as it pertains to the Trademark Collateral) and the Subsidiary 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 Administrative Agent, for the benefit of the holders of the Bank Obligations, without the need for further action by the Administrative Agent or the holders of the Bank Obligations, does hereby release and discharge fully its security interest, and reassigns to the Grantor any and all such rights, title and interest which the Administrative 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

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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

(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 Subsidiary Trademark Security Agreement, and all rights and obligations of the parties thereunder.

3. Release by the Grantor. The Grantor acknowledges and agrees that, in the absence of the Administrative Agent's, the Agent's, the Co-Agents', the Documentation Agent's, the Syndication Agent's, the Arranger's or any Lender's gross negligence or willful misconduct, it releases the Administrative Agent, the Agent, the Co-Agents, the Documentation Agent, the Syndication Agent, the Arranger, and each Lender 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 Administrative Agent pursuant hereto are made without representation, warranty or recourse, express or implied.

5. Further Assurances. The Administrative 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 Administrative Agent) shall, to the extent 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 Administrative Agent's counsel for review and approval, which approval shall not be unreasonably withheld. The

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Administrative Agent, on behalf of the holders of the Bank Obligations, 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 Administrative 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.

[signature page to follow]

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

JPMORGAN CHASE BANK, as
Administrative Agent

By: Neil R. Boylan

Name:

Title:

Neil R. Boylan
Managing Director

CHARLES OF THE RITZ GROUP LTD.

By: [Signature]

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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