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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):
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 Revson, Inc.

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) _____
Additional number(s) attached _____

B. Trademark Registration No.(s) 2226136, 2248694, 1869187, 984762, 2081454
 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:..... 44

7. Total fee (37 CFR 3.41): \$ 1115.00
 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 Phyllis Eremitaggio 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 \$1115.00 230800 78359938

SCHEDULE I

**TRADEMARK REGISTRATIONS AND APPLICATIONS FOR
CHARLES REVSON INC.**

A. TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date
BALMSHELL	2226136	2/23/1999
BEAUTIFUL NUTRIENT	2248694	6/1/1999
BRIGHTEN UP, TIGHTEN UP	1869187	12/27/1994
BRONZE UMBER	984762	5/21/1974
BROWSEXXXXY BROWLINER	2081454	7/22/1997
C.H.R.	976988	1/15/1974
CIARA DESIGN	994239	10/1/1974
CIARA FEMME FATALE	2180900	8/11/1998
CIARA FEMME FATALE	2170481	6/30/1998
DAILY APPLICATIONS	2849345	6/1/2004
DOUBLE ACTION	2336768	3/28/2000
EYSEXXXXY	1891597	4/25/1995
FADE NOT, CREASE NOT	2385745	9/12/2000
GLOWTION	1928248	10/17/1995
GLOWTION	2504570	11/6/2001
GLOWTION HIGHLIGHTING SOUFFLE	2724971	6/10/2003
GOING, GOING, GONE	2079718	7/15/1997
GOTTA BLUSH	2762847	9/9/2003
IVORIE BISQUE	984761	5/21/1974
LASHFINDER	2532284	1/22/2002
LIPCHROME	1592696	4/24/1990
LIPOPHYTE	1099178	8/15/1978
LIPSEXXXXY	1929055	10/24/1995

Mark	Registration No.	Registration Date
MAROC	1381988	2/11/1986
MAROC & DESIGN	1387189	3/25/1986
MEGADOSE	1520449	1/17/1989
NIGHT ENERGIZER	1410049	9/23/1986
PEEPERS	2768149	9/23/2003
PROCOLLAGEN	2128930	1/13/1998
PUCKER & POUT	2551111	3/19/2002
RE-FLEKTIVE	2770306	9/30/2003
SKINDICATOR	2322230	2/22/2000
SUPER LUSCIOUS LIPSTICK	989731	7/30/1974
SWIRLSATIONAL	2770307	9/30/2003
THE NAKEDS	2686603	2/11/2003
UII	2274662	8/31/1999
UII SHEER SCENT	2817060	2/24/2004
ULTIMA II	1148585	3/24/1981
ULTIMA II	1407258	9/2/1986
ULTIMATE EDITION	2745002	7/29/2003
ULTIMATELY U	2714646	5/6/2003
UNDER IT ALL	2425501	1/30/2001
VITAL RADIANCE	2177561	7/28/1998
WONDERWEAR	2029152	1/7/1997

B. TRADEMARK APPLICATIONS

Mark	Application No.	Application Date
1-800-4-ULTIMA	78/359938	1/30/2004
BALMSHELL	78/130318	5/21/2002
LIGHTCAPTOR-C	78/398926	4/8/2004
SKINSEXXY	78/145603	7/19/2002

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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 REVSON, INC., a New York 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, pursuant to the Credit Agreement and the other Credit Documents, the Grantor guaranteed certain obligations of the Company pursuant to the Guarantee dated as of February 28, 1995, as amended by the Amended and Restated Subsidiaries Guarantee dated as of May 30, 1997, and as further 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 heretofore amended, supplemented or otherwise modified, the "Subsidiaries Guarantee");;

WHEREAS, in connection with the Credit Agreement and the Subsidiaries 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 and as further amended by the Consent and Confirmation (and as otherwise amended, supplemented or otherwise modified, the "Subsidiary Security Agreement"), pursuant to which 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, pursuant to the Subsidiary Trademark Security Agreement, dated as of February 28, 1995 (as amended by the Consent and Confirmation and as otherwise amended, supplemented or otherwise modified, the "Trademark Security Agreement"), by the Grantor in favor of the Administrative Agent, 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 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 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 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	883
February 13, 1996	1433	079
October 29, 1996	1517	868
February 13, 1997	1553	485
March 30, 1998	1705	911
September 16, 1998	1793	993
March 12, 1999	1876	438
March 1, 2000	2042	449
September 21, 2000	2172	052
March 29, 2001	2281	270
September 13, 2001	2372	007
November 23, 2001	2399	978
February 25, 2002	2448	341
August 9, 2002	2558	246
October 31, 2002	2607	671
May 2, 2003	2722	854
May 12, 2004	2852	0516; and

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 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;

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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, on behalf 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 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 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 Co-Agents, the Documentation Agent, the Syndication Agent, the 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.

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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 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 REVSON, INC.

By: [Signature]
Name:
Title:

**SCHEDULE II
TRADEMARK LICENSE AGREEMENTS OF
CHARLES REVSON INC.**

A. CHARLES REVSON INC., AS LICENSOR

NONE.

B. CHARLES REVSON INC., AS LICENSEE

NONE.

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