

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):
Charles of The Ritz Group Ltd.

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 _____

Execution date: July 9, 2004

2. Name and address of receiving party(ies):
Name: Citicorp USA, Inc. as collateral agent
Internal Address: _____
388 Greenwich Street, 19th
Street Address: Floor
City: New York State: NY Zip: 10013

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 Yes No

B. Trademark Registration No.(s) 411257, 2056263, 1987688, 1752133, 419641, 420719, 2135809
 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: 42

7. Total fee (37 CFR 3.41): \$ 1065.00
 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 Eremittaggio Phyllis Eremittaggio JUN 13, 2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$1065.00 230800 71472446

700098540

Charles of the Ritz Group Ltd. - U.S. Trademark Registrations

Report Date: 7/9/2004

Registered Owner: Charles of the Ritz Group Ltd.

Registered Address: 237 Park Avenue
New York, New York 10017

Country: United States

Mark	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
AKIMBO	3	71/472446	7/21/1944	411257	1/9/1945	Registered
ANY AGE	3	74/729979	9/15/1995	2056263	4/22/1997	Registered
BIOCHANGE REPLACEMENT THERAPY	3	74/624730	1/20/1995	1987688	7/17/1996	Registered
CHARLES OF THE RITZ	3	74/229204	12/11/1991	1752133	2/16/1993	Registered
CHARLES OF THE RITZ(STYLIZED)	3	71/485786	7/13/1945	419641	2/26/1946	Registered
CHARLES OF THE RITZ(STYLIZED)	3	71/485757	7/13/1945	420719	4/30/1946	Registered
CHARLES OF THE RITZ(STYLIZED)	3	75/246483	2/24/1997	2135809	2/10/1998	Registered
CHARLES OF THE RITZ ORIGINAL	3	74/528496	5/23/1994	1998617	9/3/1996	Registered
COMPLETE COVER	3	71/652601	9/1/1953	590893	6/8/1954	Registered
OR (STYLIZED)	3	74/561705	8/16/1994	1986210	7/9/1996	Registered
FACE FINISHER	3	75/065707	2/29/1996	2037036	2/11/1997	Registered
FEATHER TOUCH CLEANSER	3	74/604270	11/17/1994	1959951	3/5/1996	Registered
FIRMESSCENCE 770	3	74/439006	9/22/1993	1859295	10/18/1994	Registered
LINE REFINE	3	72/232003	11/21/1965	813618	8/23/1966	Registered
MIDNIGHT NIGHT TREATMENT	3	74/528488	5/23/1994	1994391	8/20/1996	Registered
PERFECT FINISH	3	71/694475	9/12/1955	632844	8/14/1956	Registered
REVENESCENCE	3	71/696120	10/10/1955	634468	9/11/1956	Registered
RITZ	3	578028	1/16/1986	1441696	6/9/1987	Registered
RITZ AGE-ZONE CONTROLLER & DESIGN	3	75/246484	2/24/1997	2135810	2/10/1998	Registered
RITZ CLASSIC	3	74/327861	11/21/1992	2003328	9/24/1996	Registered
TIMELESS DIFFERENCE	3					

TRADEMARK SECURITY AGREEMENT

CHARLES OF THE RITZ GROUP LTD.

TRADEMARK SECURITY AGREEMENT, dated as of July 9, 2004, by each of the entities listed on the signature pages hereof (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of Citicorp USA, Inc. ("*Citicorp*"), as collateral agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "*Collateral Agent*").

Witnesseth:

WHEREAS, pursuant to the Credit Agreement, dated as of July 9, 2004 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among REVLON CONSUMER PRODUCTS CORPORATION (the "*Company*"), certain of its subsidiaries, as Local Borrowing Subsidiaries, the Lenders and Issuing Lenders party thereto and Citicorp, as administrative agent for the Multi-Currency Lenders and Issuing Lenders, Citicorp, as administrative agent for the Term Loan Lenders, and the Collateral Agent, the Lenders and the Issuing Lenders have severally agreed to make extensions of credit to the Company upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Company are party to the Guaranty pursuant to which they have guaranteed the Payment Obligations; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Collateral Agent (the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuing Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders and the Issuing Lenders to make their respective extensions of credit to the Company thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Security Agreement

The security interests granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

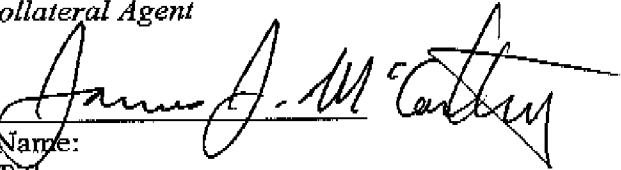
CHARLES OF THE RITZ GROUP LTD.,
as Grantor

By: 

Name: *Michael T. Sheehan*
Title: *Vice President*

ACCEPTED AND AGREED
as of the date first above written:

CITICORP USA, INC.,
as Collateral Agent

By: 

Name:
Title:

ACKNOWLEDGMENT OF GRANTOR

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

On this 8th day of July, 2004 before me personally appeared Michael T. Sheehan, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CHARLES OF THE RITZ GROUP LTD., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

JUDITH TOMPKINS
Notary Public, State of New York
No. 01TQ5053749
Qualified in New York County
Commission Expires December 26, 2005

TRADEMARK

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FIRMESSCENCE 770	3	74/604270	11/17/1994	1959951	3/5/1996	Registered
LINE REFINE	3	74/439006	9/22/1993	1859295	10/18/1994	Registered
MIDNIGHT	3	72/232003	11/21/1965	813618	8/23/1966	Registered
MOIST ENVIRONMENT NIGHT TREATMENT	3	75/034139	12/18/1995	2033662	1/28/1997	Registered
PERFECT FINISH	3	74/528488	5/23/1994	1994391	8/20/1996	Registered
REVENESCENCE Stylized	3	71/694475	9/12/1955	632844	8/14/1956	Registered
REVENESCENCE	3	73/282611	10/20/1980	1232432	3/29/1983	Registered
RITZ	3	71/696120	10/10/1955	634468	9/11/1956	Registered
RITZ AGE-ZONE CONTROLLER & DESIGN	3	578028	1/16/1986	1441696	6/9/1987	Registered
RITZ CLASSIC	3	75/246484	2/24/1997	2135810	2/10/1998	Registered
TIMELESS DIFFERENCE	3	74/327861	11/21/1992	2003328	9/24/1996	Registered