Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET
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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):
Charles Revson Inc.

☐ 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:
Street Address: 388 Greenwich Street, 19th 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)

B. Trademark Registration No.(s) 2226136, 2248694, 1869187, 984762, 2081454, 976988, 994239, 2180900, 2170481

Additional number(s) attached ☒ 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: 88

7. Total fee (37 CFR 3.41): $ 2215.00
☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:
230800
(Attach duplicate copy of this page if paying by deposit account)

CH $1115.00 230800 2226136

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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 13, 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

700114753

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Charles Revson Inc. – U.S. Trademark Registrations

Report Date: 7/9/2004

Registered Owner: Charles Revson Inc.

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

Country: **United States**

Mark	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
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TRADEMARK
REEL: 002941 FRAME: 0187

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

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1. Name of conveying party(ies):
Charles Revson Inc.

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☒ Corporation-State
☐ Other

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

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☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution date: July 9, 2004

2. Name and address of receiving party(ies):
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Internal Address:
Street Address: 388 Greenwich Street, 19th 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
(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)

B. Trademark Registration No.(s) 2229136, 2248894, 1869187, 994762, 2081454, 976888, 894239, 2180900, 2170481

Additional number(s) attached ☒ 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: ~~86~~ 44

7. Total fee (37 CFR 3.41): $ ~~2215.00~~ 1115.00
☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:
230600
(Attach duplicate copy of this page if paying by deposit account)

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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 Eramiteggio
Name of Person Signing

Signature

July 13, 2004
Date

Total number of pages including cover sheet, attachments, and documents: ☐

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

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TRADEMARK SECURITY AGREEMENT

CHARLES REVSON INC.

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 REVSON INC.,
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:

TRADEMARK
REEL: 002941 FRAME: 0192

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 REVSON INC., 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. 01TO5053749
Qualified in New York County
Commission Expires December 26, 2005

Charles Revson Inc. – U.S. Trademark Registrations

Report Date: 7/9/2004

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