

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

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: _____
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 _____

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

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)

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 13, 2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 88

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 2226136

700114753

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

Mark	Country:	United States	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
BALMSHELL			3	75/443186	3/2/1998	2226136	2/23/1999	Registered
BEAUTIFUL NUTRIENT			3	75/308086	6/12/1997	2248694	6/1/1999	Registered
BRIGHTEN UP, TIGHTEN UP			3	74/484961	1/31/1994	1869187	12/27/1994	Registered
BRONZE UMBER			3	453768	4/6/1973	984762	5/21/1974	Registered
BROWSEXXXV BROWLINER			3	75/144121	7/18/1996	2081454	7/22/1997	Registered
C.H.R.			3	72/455387	4/23/1973	976988	1/15/1974	Registered
CIARA DESIGN			3	73/008679	12/12/1973	994239	10/1/1974	Registered
CIARA FEMME FATALE			3	74/609109	12/9/1994	2180900	8/11/1998	Registered
CIARA FEMME FATALE			3	75/977322	9/12/1994	2170481	6/30/1998	Registered
DALEY APPLICATIONS			3	78/146258	7/22/2002	2849345	6/1/2004	Registered
DOUBLE ACTION			18, 21	75/527315	7/29/1998	2336768	3/28/2000	Registered
EYSEXXXV			3	74/433025	9/7/1993	1891597	4/25/1995	Registered
FADE NOT, CREASE NOT			3	75/847027	11/12/1999	2385745	9/12/2000	Registered
GLOWTON			3	74/597790	11/14/1994	1928248	10/17/1995	Registered
GLOWTON			3	76/206350	2/7/2001	2504570	11/6/2001	Registered
GLOWTON HIGHLIGHTING SOUFLÉ			3	76/105976	8/8/2000	2724971	6/10/2003	Registered
GOING, GOING, GONE			3	74/643090	3/6/1995	2079718	7/15/1997	Registered
GOTTA BLUSH			3	78/088752	10/17/2001	2762847	9/9/2003	Registered
IVORIE BISQUE			3	72/453740	4/6/1973	984761	5/21/1974	Registered
LASHFINDER			3	78/070857	6/25/2001	2532284	1/22/2002	Registered
LIPCHROME			3	73/821295	8/24/1989	1592696	4/24/1990	Registered
LIPOPHYTE			3	73/148735	11/16/1977	1099178	8/15/1978	Registered
LIPSEXXXV			3	74/464878	12/2/1993	1929055	10/24/1995	Registered
MAROC			3	73/543927	6/19/1985	1381988	2/11/1986	Registered
MAROC & DESIGN			3	73/543925	6/19/1985	1387189	3/25/1986	Registered
MEGADOSE			3	73/730019	5/19/1988	1520449	1/17/1989	Registered
NIGHT ENERGIZER			3	73/553673	8/15/1985	1410049	9/23/1986	Registered
PEPPERS			3	78/086398	10/1/2001	2768149	9/23/2003	Registered
PROCOLLAGEN			3	75/227331	1/17/1997	2128930	1/13/1998	Registered
PUCKER & POUT			3	76/089073	7/13/2000	2551111	3/19/2002	Registered
RE-FLEKTIVE			3	78/088764	10/17/2001	2770306	9/30/2003	Registered
SKINDICATOR			16	75/378278	10/22/1997	2322230	2/22/2000	Registered
SUPER LUSCIOUS LIPSTICK			3	72/449825	2/26/1973	989731	7/30/1974	Registered

TRADEMARK

REEL: 002941 FRAME: 0185

Charles Revson Inc. - U.S. Trademark Registrations

Report Date: 7/9/2004

SWIRL SATIONAL	3	78/088774	10/17/2001	2770307	9/30/2003	Registered
THE NAKEDS	3	78/094683	11/21/2001	2686603	2/11/2003	Registered
III	3	75/976844	11/11/1996	2274662	8/31/1999	Registered
III SHEER SCENT	3	78/153827	8/13/2002	2817060	2/24/2004	Registered
ULTIMA II	3	73/180274	7/31/1978	1148585	3/24/1981	Registered
ULTIMA II	3	73/306379	4/17/1981	1407258	9/21/1986	Registered
ULTIMATE EDITION	3	78/074942	7/20/2001	2745002	7/29/2003	Registered
ULTIMATELY U	3	78/070800	6/25/2001	2714646	5/6/2003	Registered
UNDER IT ALL	3	75/453049	3/19/1998	2425501	1/30/2001	Registered
VITAL RADIANCE	3	75/237754	2/3/1997	2177561	7/28/1998	Registered
WONDERWEAR	3	74/568827	9/1/1994	2029152	1/7/1997	Registered

Charles Reyson Inc. - U.S. Trademark Registrations

Report Date: 7/9/2004

Registered Owner: Charles Reyson Inc. Registered Address: 237 Park Avenue
 New York, New York 10017

Mark	Country:	United States	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
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BEAUTIFUL NUTRIENT			3	75/308086	6/12/1997	2248694	6/1/1999	Registered
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Report Date: 7/9/2004

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U11 SHEER SCENT	3	78/153827	8/13/2002	2817060	2/24/2004	Registered
ULTIMA II	3	73/180274	7/31/1978	1148585	3/24/1981	Registered
ULTIMA II	3	73/306379	4/17/1981	1407258	9/27/1986	Registered
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VITAL RADIANCE	3	75/237754	2/3/1997	2177561	7/28/1998	Registered
WONDERWEAR	3	74/568827	9/1/1994	2029152	1/7/1997	Registered

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Form TIO-1594 (Rev. 03/01) OMB No. 0851-0027 (exp. 5/31/2002)		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): <u>Charles Revson Inc.</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies): Name: <u>Citicorp USA, Inc. as collateral agent</u> Internal Address: _____ Address: _____ <u>388 Greenwich Street, 19th</u> Street Address: _____ Floor _____ City: <u>New York</u> State: <u>NY</u> Zip: <u>10013</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</small>		3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution date: <u>July 9, 2004</u>	
4. Application number(s) or registration number(s): A. Trademark Application No.(s) Additional number(s) attached _____		B. Trademark Registration No.(s) <u>2229136, 2248894, 1869197, 994762, 2081454, 876885, 894239, 2180900, 2170481</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Brielle Weisberg</u> Internal Address: <u>Weil, Gotshal & Manges, LLP</u> _____ Street Address: <u>767 5th Avenue</u> _____ City: <u>New York</u> State: <u>NY</u> Zip: <u>10153</u>		6. Total number of applications and registrations involved: <u>38</u> 7. Total fee (37 CFR 3.41): \$ <u>2215.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>230800</u> <small>(Attach duplicate copy of this page if paying by deposit account)</small>		44 	
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. <u>Phyllis Eramitaggio</u> <u>Phyllis Eramitaggio</u> <u>July 13, 2004</u> Name of Person Signing Signature Date					
<small>Total number of pages including cover sheet, attachments, and statement Will documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231</small>					

NY112885201R7_40110005888-0185

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.

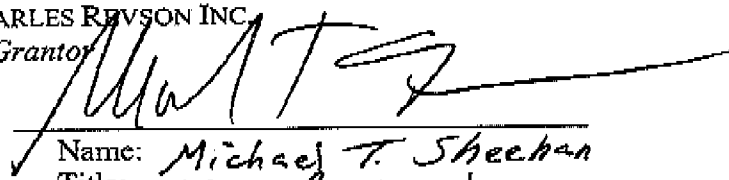
[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

CHARLES REVSON INC.
as Grantor

By:

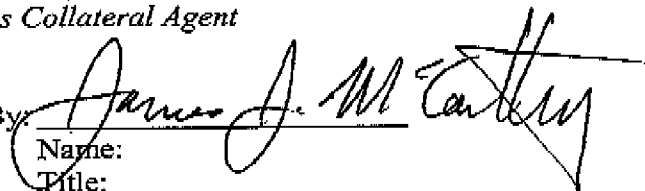


Name: Michael T. Sheehan
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

CITICORP USA, INC.,
as Collateral Agent

By:

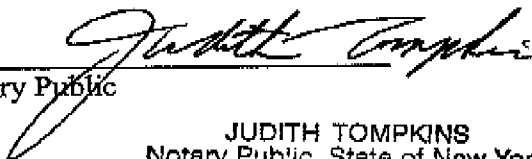


Name:
Title:

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

Report Date: 7/9/2004

Charles Revson Inc. - U.S. Trademark Registrations

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

Registered Address:

Charles Revson Inc.

Registered Owner:

Country: United States

Mark	Class	App. #	App. Dt.	Reg. #	Reg. Dt.	Status
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BROWSEXY BROWLINER	3	453768	4/8/1973	984762	5/23/1974	Registered
BROWSEXY BROWLINER	3	75144121	7/18/1996	2081454	7/22/1997	Registered
C.H.J.	3	72655387	4/23/1973	976988	1/15/1974	Registered
CIARA DESIGN	3	73008629	12/12/1973	594239	10/1/1974	Registered
CIARA FEMME FATALE	3	74069109	12/9/1994	2180900	8/11/1998	Registered
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LIPCHROME	3	731821295	6/24/1989	1592696	4/24/1990	Registered
LIPPHYTTE	3	73148735	11/16/1977	1099178	8/13/1978	Registered
LIPSEXY	3	74464878	12/21/1993	1929055	10/24/1995	Registered
MAROC	3	73543927	6/19/1985	1381988	2/11/1986	Registered
MAROC & DESIGN	3	73543925	6/19/1985	1387189	2/25/1986	Registered
MEGADOSE	3	73730019	5/19/1988	1520469	1/17/1989	Registered
NIGHT ENERGIZER	3	73553673	6/15/1985	1410049	9/23/1986	Registered
PREPERS	3	78086398	10/12/2001	2768149	9/23/2001	Registered
PROCOLLAGEN	3	75227331	11/7/1997	2128950	1/13/1998	Registered
PUCKER & POUT	3	76089073	7/13/2000	2851111	3/19/2002	Registered
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SUPER LUSCIOUS LIPSTICK	16	72449825	2/26/1973	989731	7/10/1974	Registered

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Charles Revson Inc. - U.S. Trademark Registrations

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