

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement to Pledge and Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Revlon Consumer Products Corporation		07/07/2005	CORPORATION:
RECEIVING PARTY DATA			
Name:	Citicorp USA, Inc. as Collateral Agent		
Street Address:	388 Greenwich Street, 19th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2937909	SPEED BUFF	
Registration Number:	2951922	CHERRY CRUSH	
Registration Number:	2953475	SUPER LUSTROUS ULTRA SHIMMER	
Serial Number:	78547632	DEFINING COLOR DUO	
Serial Number:	78583539	MANICURE-TO-GO	
Serial Number:	78616836	POWER RESERVE	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	andrew.yoon@weil.com, phyllis.eremitaggio@weil.com		
Correspondent Name:	Weil,Gotshal &Manges LLP c/o Andrew Yoon		
Address Line 1:	767 5th Avenue		
Address Line 4:	New York, NEW YORK 10153		
NAME OF SUBMITTER:	Andrew Yoon		

CH \$165.00 2937909

Signature:

/Andrew Yoon/

Date:

08/10/2005

Total Attachments: 3

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**SUPPLEMENT TO
PLEDGE AND SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of this 7th day of July, 2005, by each of the entities listed on the signature pages hereof [or that becomes a party hereto pursuant to Section 7.10 (Additional Grantors) of the Security Agreement referred to below (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 there under, 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 renewals and extensions of the foregoing; and
- (c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, or future infringement of any Trademark or Trademark licensed under any Trademark License.

Section 3. Security Agreement

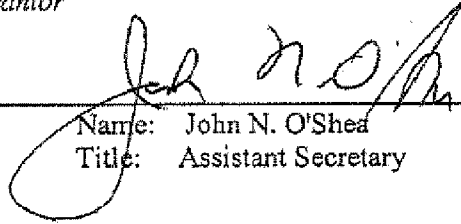
The security interests granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with 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.

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,

REVLON CONSUMER PRODUCTS CORPORATION
as Grantor

By: _____


Name: John N. O'Shea
Title: Assistant Secretary

ACCEPTED AND AGREED
as of the date first above written:

CITICORP USA, INC.,
as Collateral Agent

By: _____


Name: **WILLIAM WASHBURN**
Title: Director/Vice President

Schedule I

REVLON CONSUMER PRODUCTS CORPORATION
Trademark Registrations and Applications Based on Use

January 1, 2005 through June 30, 2005

SPEED BUFF

Application No.: 78/336832 Filed: 12/05/2003
Registration No.: 2,937,909 Registered: 04/05/2005

CHERRY CRUSH

Application No.: 75/784720 Filed: 08/24/1999
Registration No.: 2,951,922 Registered: 05/17/2005

SUPER LUSTROUS ULTRA SHIMMER

Application No.: 78/261670 Filed: 06/12/2003
Registration No.: 2,953,475 Registered: 05/17/2005

DEFINING COLOR DUO

Application No.: 78/547632 Filed: 01/14/2005

MANICURE-TO-GO

Application No.: 78/583539 Filed: 03/09/2005

POWER RESERVE

Application No.: 78/616836 Filed: 04/26/2005