

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Supplement to Pledge and Security Agreement
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Revlon Consumer Products Corp.		01/12/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	Citicorp USA, Inc.
Street Address:	388 Greenwich Street, 19th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2968624	BROW FANTASY
Registration Number:	2973987	REVLON
Registration Number:	2974279	SHIMMER PEARLS
Registration Number:	2974697	REVLON SCENTSUOUS
Registration Number:	2974693	REVLON
Registration Number:	2981980	FANTASY LENGTHS
Registration Number:	2982017	REVLON
Registration Number:	2986170	ALMAY WHIPPED GLOSS
Registration Number:	2986048	ZP-11
Registration Number:	2993154	LIQUISILK
Registration Number:	2996032	COLORSTAY OVERTIME SHEER
Registration Number:	2996060	BOTAFIRM
Registration Number:	2996894	ALMAY ORGANIC FLUORIDE PLUS
Registration Number:	3007822	MITCHUM MAX

CH \$440.00 2968624

Registration Number:	3027403	SHAPE 'N' BUFF
Registration Number:	3033156	EXPERT EFFECT
Registration Number:	3035673	REVLON

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: andrew.yoon@weil.com, phyllis.eremitaggio@weil.com
 Correspondent Name: Weil, Gotshal & Manges c/o Andrew Yoon
 Address Line 1: 767 5th Avenue
 Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	35899.0185
NAME OF SUBMITTER:	Andrew Yoon
Signature:	/Amdrew Yoon/
Date:	01/31/2006

Total Attachments: 5
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**SUPPLEMENT TO
PLEDGE AND SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of this 12th day of January, 2006, 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

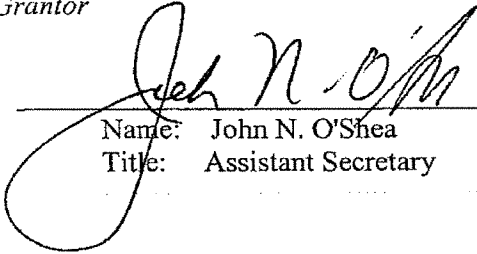
The security interests granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with 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: JAMES J. McCARTHY
Title: Director/Vice President

Schedule I

REVLON CONSUMER PRODUCTS CORPORATION
Trademark Registrations Based on Use

July 1, 2005 through December 31, 2005

BROW FANTASY

Application No.: 78/317665 Filed: 10/23/2003
Registration No.: 2,968,624 Registered: 07/12/2005

REVLON

Application No.: 75/315790 Filed: 10/20/2003
Registration No.: 2,973,987 Registered: 07/19/2005

SHIMMER PEARLS

Application No.: 78/339321 Filed: 12/11/2003
Registration No.: 2,974,279 Registered: 07/19/2005

REVLON SCENTSUOUS

Application No.: 78/976070 Filed: 04/20/2004
Registration No.: 2,974,697 Registered: 07/19/2005

REVLON

Application No.: 78/976061 Filed: 04/05/2004
Registration No.: 2,974,693 Registered: 07/19/2005

FANTASY LENGTHS

Application No.: 78/307849 Filed: 10/01/2003
Registration No.: 2,981,980 Registered: 08/02/2005

REVLON

Application No.: 78/317612 Filed: 10/23/2003
Registration No.: 2,982,017 Registered: 08/02/2005

ALMAY WHIPPED GLOSS

Application No.: 78/230930 Filed: 03/27/2003
Registration No.: 2,986,170 Registered: 08/16/2005

ZP-11

Application No.: 78/103468 Filed: 01/18/2002
Registration No.: 2,986,048 Registered: 08/16/2005

LIQUISILK

Application No.: 78/271373 Filed: 07/08/2003
Registration No.: 2,993,154 Registered: 09/06/2005

COLORSTAY OVERTIME SHEER

Application No.: 78/380709 Filed: 03/09/2004
Registration No.: 2,996,032 Registered: 09/13/2005

BOTAFIRM

Application No.: 78/393869 Filed: 03/31/2004
Registration No.: 2,996,060 Registered: 09/13/2005

ALMAY ORGANIC FLUORIDE PLUS

Application No.: 78/113208 Filed: 03/07/2002
Registration No.: 2,996,894 Registered: 09/20/2005

ALMAY ORGANIC FLUORIDE PLUS

Application No.: 78/113208 Filed: 03/07/2002
Registration No.: 2,996,894 Registered: 09/20/2005

MITCHUM MAX

Application No.: 78/274287 Filed: 07/15/2003
Registration No.: 3,007,822 Registered: 10/18/2005

SHAPE 'N' BUFF

Application No.: 78/441282 Filed: 06/25/2004
Registration No.: 3,027,403 Registered: 12/13/2005

EXPERT EFFECT

Application No.: 78/458762 Filed: 07/29/2004
Registration No.: 3,033,156 Registered: 12/20/2005

REVLON

Application No.: 78/532336 Filed: 12/14/2004
Registration No.: 3,035,673 Registered: 12/27/2005