

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citicorp USA, Inc.		10/12/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Charles Revson Inc.		
Street Address:	237 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1520449	MEGADOSE	
CORRESPONDENCE DATA			
Fax Number:	(212)704-5987		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2127046125		
Email:	trademarks@troutmansanders.com		
Correspondent Name:	Karl M. Zielaznicki, Esq.		
Address Line 1:	Troutman Sanders LLP c/o TM Docket Clerk		
Address Line 2:	600 Peachtree Street, NE, Suite 5200		
Address Line 4:	Atlanta, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	364145.000592		
NAME OF SUBMITTER:	Karl M. Zielaznicki, Esq.		
Signature:	/kmz/		
Date:	03/06/2006		

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TRADEMARK  
REEL: 003259 FRAME: 0597

**Total Attachments: 5**

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JOHN O'SHEA

**RELEASE OF SECURITY INTEREST IN  
TRADEMARK AND TRADEMARK REGISTRATION**

RELEASE, dated as of October 12, 2005, made by CITICORP USA, Inc. (the "Agent"), as collateral agent for the Secured Parties (as defined in the Credit Agreement referred to below), in favor of CHARLES REVSON INC. (the "Grantor").

**WITNESSETH:**

WHEREAS, the Grantor is a party to the Credit Agreement, dated as of July 9, 2004 (as the same may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, certain of its subsidiaries, as local borrowing subsidiaries, the lenders and issuing lenders party thereto, the Agent, as administrative agent for the Multi-Currency Lenders and Issuing Lenders, the Agent, as administrative agent for the Term Loan Lenders, and the Agent, as the Collateral Agent;

WHEREAS, the Grantor has granted to the Agent a security interest (the "Security Interest") in the MEGADOSE Trademark and MEGADOSE Trademark Registrations pursuant to the Pledge and Security Agreement, dated as of July 9, 2004 (as the same may be amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Revlon, Inc., the Grantor and each other grantor from time to time party thereto and the Agent, as Collateral Agent;

WHEREAS, the Security Interest has been recorded in the United States Patent and Trademark Office on September 20, 2004 at Reel 2943, Frame 0807 for the Trademark MEGADOSE Reg. No. 1520449; and

WHEREAS, the Security Interest has been recorded in the Canadian Intellectual Property Office on September 17, 2004 under file number 79998 for the Trademark MEGADOSE Reg. No. TMA 368,903; and

WHEREAS, Grantor has ceased to use the Trademark MEGADOSE and, under Section 11.6(a) of the Credit Agreement, is disposing of the MEGADOSE Trademark and MEGADOSE

Trademark Registrations as an obsolete asset in the countries listed on Schedule I attached hereto (the "Trademark Collateral").

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent does hereby agree as follows:

1. Release of Security Interest.

(a) The Agent hereby releases its Security Interest in the Trademark Collateral, together with the goodwill of the business symbolized by the Trademark Collateral, and any right, title and interest of the Agent, for itself and on behalf of the Administrative Agents, the Lenders and the Issuing Lenders under the Credit Agreement, in the Trademark Collateral shall hereby cease and terminate. All releases, discharges, assignments and transfers made pursuant hereto shall be made without representation, warranty or recourse, express or implied, by the Agent.

(b) Notwithstanding the foregoing, nothing contained herein shall impair any security interests held by the Agent in any Trademarks or other Collateral not constituting the Trademark Collateral that have been granted pursuant to the Credit Agreement and the Security Agreement.

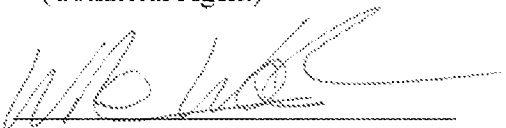
3. Further Assurances. The Agent hereby agrees, at Grantor's expense, to execute such instruments, to take such other actions, and to give such further assurances as the Grantor reasonably may request to terminate the Agent's security interest in the Trademark Collateral, and otherwise to effectuate the release of the Trademark Collateral from the lien of such security interest, such as by executing, delivering and filing any and all termination and partial release statements covering the Trademark Collateral.

4. Governing Law. This release shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

5. Definitions. Capitalized terms used herein and not defined shall have the respective meanings ascribed to such terms in the Credit Agreement.

IN WITNESS WHEREOF, the Agent on behalf of the Administrative Agents, Lenders and Issuing Lenders has caused this Release to be duly executed by its officer thereunto duly authorized as of the date first written above.

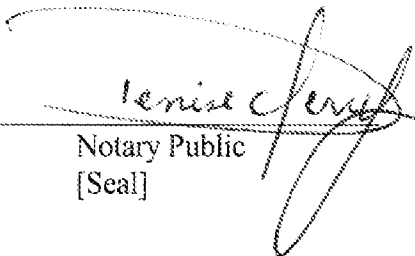
**CITICORP USA, INC.**  
(Collateral Agent)

By:   
Name: William Washburn  
Title: Vice President and Director

STATE OF NEW YORK )  
:  
COUNTY OF NEW YORK ) SS:

UNITED STATES OF AMERICA )

On the 12 day of October 2005, before me personally appeared William Washburn to me personally known and known to me to be the person described in and who executed the foregoing instrument as Vice President of Citicorp USA, Inc., who being by me duly sworn, did depose and say that he resides at \_\_\_\_\_; that he is Vice President of Citicorp USA, Inc., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public  
[Seal]

My commission expires:

DENISE C. PERRY  
Notary Public State Of New York  
No. 01PE6045304  
Qualified in Nassau County  
Commission Expires: 07/31/20 06  
"Certificate filed New York County"

SCHEDULE I

RELEASE OF SECURITY INTEREST IN *MEGADOSE*  
TRADEMARK AND TRADEMARK REGISTRATIONS

<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
United States	1520449	January 17, 1989
Canada	368903	May 25, 1990
France	1563186	December 12, 1989
Hong Kong	B4947/93	November 18, 1993
Italy	894262	October 2, 1992
Spain	1276116	June 6, 1990