

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		07/12/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	Citicorp USA, Inc.
Street Address:	388 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10153
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3042962	DIAMOND GRIP
Registration Number:	3050093	CHERRIES IN THE SNOW
Registration Number:	3052996	FIRE & ICE
Registration Number:	3054310	DEFINING COLOR DUO
Registration Number:	3072207	ALMAY RELAX
Registration Number:	3072210	ALMAY REJUVENATE
Registration Number:	3074735	COLOR BEAM SHEER
Registration Number:	3080911	ALMAY
Registration Number:	3082422	POWER RESERVE
Registration Number:	3094432	HYDRASMOOTH
Registration Number:	3096509	FABULASH
Registration Number:	3102242	COLORSTAY
Registration Number:	3105258	SMART SHADE

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Registration Number:	3105285	GLIMMER GLOSS
Registration Number:	3108157	REVLON
Registration Number:	3110641	SOFT DIMENSION

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.depaola@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:	/Andrew Yoon/
Date:	07/31/2006

Total Attachments: 5

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**SUPPLEMENT TO
PLEDGE AND SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of this 12th day of July, 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: **WILLIAM WASHBURN**

Title: **Director/Vice President**

Schedule I

REVLON CONSUMER PRODUCTS CORPORATION
Trademark Registrations Based on Use

January 1, 2006 through June 30, 2006

DIAMOND GRIP

Application No.: 78/458719 Filed: 07/29/2004
Registration No.: 3,042,962 Registered: 01/10/2006

CHERRIES IN THE SNOW

Application No.: 78/536099 Filed: 12/21/2004
Registration No.: 3,050,093 Registered: 01/24/2006

FIRE & ICE

Application No.: 78/228393 Filed: 03/21/2003
Registration No.: 3,052,996 Registered: 01/31/2006

DEFINING COLOR DUO

Application No.: 78/547632 Filed: 01/14/2005
Registration No.: 3,054,310 Registered: 01/31/2006

ALMAY RELAX

Application No.: 78/976637 Filed: 05/20/2004
Registration No.: 3,072,207 Registered: 03/21/2006

ALMAY REJUVENATE

Application No.: 78/976664 Filed: 05/20/2004
Registration No.: 3,072,210 Registered: 03/21/2006

COLOR BEAM SHEER

Application No.: 78/505152 Filed: 10/25/2004
Registration No.: 3,074,735 Registered: 03/28/2006

ALMAY

Application No.: 78/976650 Filed: 04/02/2004
Registration No.: 3,080,911 Registered: 04/11/2006

POWER RESERVE

Application No.: 78/616836 Filed: 04/26/2005
Registration No.: 3,082,422 Registered: 04/18/2006

HYDRASMOOTH

Application No.: 78/683554 Filed: 08/02/2005
Registration No.: 3,094,432 Registered: 05/16/2006

FABULASH

Application No.: 78/389739 Filed: 03/24/2004
Registration No.: 3,096,509 Registered: 05/23/2006

COLORSTAY

Application No.: 78/567531 Filed: 02/15/2005
Registration No.: 3,102,242 Registered: 06/06/2006

SMART SHADE

Application No.: 78/583275 Filed: 03/09/2005
Registration No.: 3,105,258 Registered: 06/13/2006

GLIMMER GLOSS

Application No.: 78/665768 Filed: 07/07/2005
Registration No.: 3,105,285 Registered: 06/13/2006

REVLON

Application No.: 78/567017 Filed: 02/15/2005
Registration No.: 3,108,157 Registered: 06/20/2006

SOFT DIMENSION

Application No.: 78/683571 Filed: 08/02/2005
Registration No.: 3,110,641 Registered: 06/27/2006