

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Charles Revson, Inc		12/20/2006	CORPORATION:

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	2849345	DAILY APPLICATIONS
Serial Number:	78145603	SKINSEXXXY
Registration Number:	2817060	UII SHEER SCENT
Registration Number:	2957286	LIGHTCAPTOR-C
Serial Number:	78562001	THE NAUGHTY NAKEDS
Registration Number:	1148585	'ULTIMA' II
Registration Number:	1928248	GLOWTION
Registration Number:	2029152	WONDERWEAR
Registration Number:	1929055	LIPSEXXXY
Registration Number:	1869187	BRIGHTEN UP, TIGHTEN UP
Registration Number:	1407258	ULTIMA II
Registration Number:	1410049	NIGHT ENERGIZER
Registration Number:	1891597	EYESEXXXY
Serial Number:	73008679	CIARA

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Registration Number:	2081454	BROWSEXXY BROWLINER
Registration Number:	1592696	LIPCHROME
Registration Number:	0976988	C.H.R.
Registration Number:	1099178	'LIPOPHYTE'
Registration Number:	2079718	GOING, GOING, GONE
Registration Number:	2768149	PEEPERS
Registration Number:	2745002	ULTIMATE EDITION
Registration Number:	2425501	UNDER IT ALL
Registration Number:	2385745	FADE NOT, CREASE NOT
Registration Number:	2248694	BEAUTIFUL NUTRIENT
Registration Number:	2274662	UII
Registration Number:	2551111	PUCKER & POUT
Registration Number:	2724971	GLOWTION HIGHLIGHTING SOUFFLE
Registration Number:	2336768	DOUBLE ACTION
Registration Number:	2714646	ULTIMATELY U
Registration Number:	2686603	THE NAKEDS
Registration Number:	2770307	SWIRLSATIONAL
Registration Number:	2770306	RE-FLEKTIVE
Registration Number:	2762847	GOTTA BLUSH
Registration Number:	2532284	LASHFINDER
Registration Number:	2504570	GLOWTION
Registration Number:	2128930	PROCOLLAGEN

CORRESPONDENCE DATA

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

ATTORNEY DOCKET NUMBER:	35899.0185
NAME OF SUBMITTER:	Scott Forchheimer
Signature:	/Scott Forchheimer/
Date:	01/02/2007

Total Attachments: 6

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of December 20, 2006 (this "*Trademark Security Agreement*"), 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 Agreements referred to below) (in such capacity, the "*Collateral Agent*").

W i t n e s s e t h:

WHEREAS, the Company, certain of its subsidiaries, the lenders (the "*Multi-Currency Lenders*") and issuing lenders (the "*Issuing Lenders*") party thereto, Citicorp, as administrative agent for the Multi-Currency Lenders and Issuing Lenders (the "*Multi-Currency Administrative Agent*"), and the Collateral Agent, are parties 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 "*Existing Credit Agreement*");

WHEREAS, the Grantors and the Collateral Agent are parties to the Trademark Security Agreement, dated as of July 9, 2004 (as the same may be amended, restated, supplemented or otherwise modified from time to time prior to the date hereto, the "*Existing Trademark Security Agreement*");

WHEREAS, the Company, the lenders (the "*Term Loan Lenders*"; together with the Multi-Currency Lenders and the Issuing Lenders, the "*Lenders*") party thereto, Citicorp, as administrative agent for the Term Loan Lenders (the "*Term Loan Administrative Agent*", and together with the Multi-Currency Administrative Agent, the "*Administrative Agents*"), the Collateral Agent (together with the Administrative Agents, the "*Agents*"), and JPMorgan Chase Bank, N.A., as syndication agent, are parties to the Term Loan Agreement, dated as of December 20, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Term Loan Agreement*", and together with the Existing Credit Agreement, the "*Credit Agreements*");

WHEREAS, all the Grantors are party to an Amended and Restated Pledge and Security Agreement, dated as of December 20, 2006, in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

WHEREAS, this Trademark Security Agreement, on the terms and subject to the conditions set forth herein, shall amend and restate, in its entirety, the Existing Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Administrative Agents and the Collateral Agent to enter into the Credit Agreements and to induce the 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 Agreements or in the Security Agreement and used herein have the meaning given to them in the Credit Agreements 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.

CHARLES REVSON INC.,
as Grantor

By: 

Name: *Michael T. Sheehan*

Title: *Vice President
and Assistant Secretary*

ACCEPTED AND AGREED
as of the date first above written:

CITICORP USA, INC.,
as Collateral Agent

By: _____

Name:

Title:

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


Very truly yours,

CHARLES REVSON INC.,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

CITICORP USA, INC.,
as Collateral Agent

By: 
Name: *David Belmont*
Title: *Vice President*

[SIGNATURE PAGE TO UK TRADEMARK SECURITY AGREEMENT]

ID	Country	Owner	Mark	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
		Charles Revson Inc.							
		237 Park Avenue New York, New York 10017							
37572	United States		DAILY APPLICATIONS	18, 21	78/146258	7/22/2002	2849345	6/1/2004	Registered
37573	United States		SKINSEXXXY	3	78/145603	7/19/2002			Pending Application
37577	United States		UJI SHEER SCENT	3	78/153827	8/13/2002	2817060	2/24/2004	Registered
38354	United States		LIGHTCAPTOR-C	3	78/398926	4/8/2004	2957286	5/31/2005	Registered
38669	United States		THE NAUGHTY NAKEDS	3	78/562001	2/7/2005			Pending Application
16133	United States		ULTIMA II	3	73/180274	7/31/1978	1148585	3/24/1981	Registered
17883	United States		GLOWTION	3	74/597790	11/14/1994	1928248	10/17/1995	Registered
17852	United States		WONDERWEAR	3	74/568827	9/1/1994	2029152	1/7/1997	Renewed
17776	United States		LIPSEXXXY	3	74/464878	12/2/1993	1929055	10/24/1995	Registered
17793	United States		BRIGHTEN UP, TIGHTEN UP	3	74/484961	1/31/1994	1869187	12/27/1994	Registered
17691	United States		ULTIMA II	3	73/306379	4/17/1981	1407258	9/2/1986	Registered
17103	United States		NIGHT ENERGIZER	3	73/553673	8/15/1985	1410049	9/23/1986	Registered
17761	United States		EYSEXXXY	3	74/433025	9/7/1993	1891597	4/25/1995	Registered
16005	United States		FROSTSPUN	3					Common Law Mark
15980	United States		CIARA in Script	3	73/008679	12/12/1973	994239	10/1/1974	Registered
17919	United States		BROWSEXXXY BROWLINER	3	75/144121	7/18/1996	2081454	7/22/1997	Registered
17334	United States		LIPCHROME	3	73/821295	8/24/1989	1592696	4/24/1990	Registered
15963	United States		C.H.R.	3	72/455387	4/23/1973	976988	1/15/1974	Registered
16411	United States		LIPOPHYTE	3	73/148735	11/16/1977	1099178	8/15/1978	Registered
17930	United States		GOING, GOING, GONE	3	74/643090	3/6/1995	2079718	7/15/1997	Registered
37038	United States		PEEPERS	3	78/086398	10/1/2001	2768149	9/23/2003	Registered
36943	United States		ULTIMATE EDITION	3	78/074942	7/20/2001	2745002	7/29/2003	Registered
22787	United States		UNDER IT ALL	3	75/453049	3/19/1998	2425501	1/30/2001	Registered
24947	United States		FADE NOT, CREAM NOT	3	75/847027	11/12/1999	2385745	9/12/2000	Registered
21588	United States		BEAUTIFUL NUTRIENT	3	75/308086	6/12/1997	2248694	6/1/1999	Registered
22533	United States		UJI	3	75/976844	11/1/1996	2274662	8/31/1999	Registered
25399	United States		PUCKER & POUT	3	76/089073	7/13/2000	2551111	3/19/2002	Registered
25418	United States		GLOWTION HIGHLIGHTING SOUFFLE	3	76/105976	8/8/2000	2724971	6/10/2003	Registered
23227	United States		DOUBLE ACTION	3	75/527315	7/29/1998	2336768	3/28/2000	Registered
36922	United States		ULTIMATELY U	3	78/070800	6/25/2001	2714646	5/6/2003	Registered
37115	United States		THE NAKEDS	3	78/094683	11/21/2001	2686603	2/11/2003	Registered

TRADEMARK

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37043	United States	SWIRLSATIONAL	3	78/088774	10/17/2001	2770307	9/30/2003	Registered
37041	United States	RE-FLEKTIVE	3	78/088764	10/17/2001	2770306	9/30/2003	Registered
37040	United States	GOTTA BLUSH	3	78/088752	10/17/2001	2762847	9/9/2003	Registered
36920	United States	LASHFINDER	3	78/070857	6/25/2001	2532284	1/22/2002	Registered
20168	United States	LIPGLOSSY	3					Common Law Mark
25691	United States	GLOWTION	3	76/206350	2/7/2001	2504570	11/6/2001	Registered
20827	United States	PROCOLLAGEN	3	75/227331	1/17/1997	2128930	1/13/1998	Registered

RECORDED: 01/02/2007

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