

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Revlon Consumer Products Corporation		07/30/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citicorp USA, Inc.		
<b>Street Address:</b>	237 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3394810	MANICURE-TO-GO	
Registration Number:	3427817	SOFT ON THE EYES	
Serial Number:	77372398	EXTRA LIFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	andrew.yoon@weil.com, phyllis.depaola@weil.com		
<b>Correspondent Name:</b>	Weil, Gotshal & Manges c/o Andrew Yoon		
<b>Address Line 1:</b>	767 5th Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 11001		
<b>ATTORNEY DOCKET NUMBER:</b>	35899.0185.A.YOON		
<b>NAME OF SUBMITTER:</b>	Andrew Yoon		
<b>Signature:</b>	/Andrew Yoon/		

CH \$90.00 3394810

Date:

08/28/2008

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**, dated as of July 30, 2008, 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").

**WITNESSETH:**

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 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;

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.

REVLON CONSUMER PRODUCTS  
CORPORATION,  
*as Grantor*

By:   
Name: Michael T. Sheehan  
Title: Senior Vice President  
Deputy General Counsel

ACCEPTED AND AGREED  
as of the date first above written:

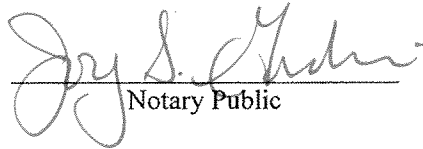
CITICORP USA, INC.,  
*as Collateral Agent*

By:   
Name: **Brendan Mackay**  
Title: **Vice President**

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK     )  
                                  ) ss.  
COUNTY OF MANHATTAN)

On this 30 day of July, 2008 before me personally appeared Michael T. Sheehan, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Grantor, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public

**Joy S. Goudie  
Notary Public, State of New York  
Qualified in Westchester County  
Certified in New York County  
Commission Expires May 21, 2011**

**SCHEDULE I  
TO  
SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT  
TRADEMARK APPLICATIONS**

**REVLON BEYOND NATURAL**

Application No.: 77374358 Filed: 01/17/2008

**EXTRA LIFE**

Application No.: 77372398 Filed: 01/15/2008

**NATURALLY GLAMOROUS, NEVER OVERDONE**

Application No.: 77386,680 Filed: 02/01/2008

**TRIPLE FORTIFYING TECHNOLOGY**

Application No.: 77415263 Filed: 03/06/2008

**LASHTOPIA**

Application No.: 77445198 Filed: 04/10/2008

**Schedule I**

**REVLON CONSUMER PRODUCTS CORPORATION**  
**Trademark Registrations**

**January 1, 2008 through June 30, 2008**

**MANICURE-TO-GO**

Application No.:	78583539	Filed:	03/09/2005
Registration No.:	3394810	Registered:	03/11/2008

**SOFT ON THE EYES**

Application No.:	77143608	Filed:	03/29/2007
Registration No.:	3427817	Registered:	05/13/2008