

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Revlon Consumer Products Corporation		01/31/2009	CORPORATION: DELAWARE

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: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	77519078	REVLON COLOR AUTHORITY
Serial Number:	77523848	COLORSTAY ULTIMATE
Serial Number:	77535221	PEDI-EXPERT
Serial Number:	77544649	REVLON EXPERT PLUS
Serial Number:	77554629	REVLON DOUBLETWIST
Serial Number:	77573540	COLORPRECISE
Serial Number:	77593956	REVLON LUXURIOUS COLOR
Serial Number:	77602783	SMART SHADE SMART BALANCE
Serial Number:	77604877	LIGHT INTERPLAY TECHNOLOGY
Serial Number:	77613864	ALMAY ONE COAT VOLUME CONTROL
Serial Number:	77615729	COLORSILK LUMINISTA
Serial Number:	77626214	REVLON DERMABREATHE
Registration Number:	3538766	SUGAR SUGAR
Registration Number:	3463555	A FLORAL AFFAIR

CH \$440.00 77519078

Registration Number:	3468978	REVLON CUSTOM CREATIONS
Registration Number:	3481753	TRULY LASTING COLOR
Registration Number:	3462188	EXTRA LIFE

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, beth.akers@weil.com
 Correspondent Name: Weil, Gotshal & Manges LLP
 Address Line 1: 767 Fifth Avenue
 Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	35899.0185 ANDREW J. YOON
NAME OF SUBMITTER:	Andrew J. Yoon
Signature:	/Andrew J. Yoon/
Date:	02/03/2009

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2009, 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

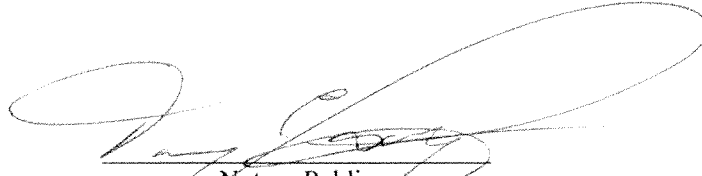
By: 

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

ACKNOWLEDGMENT OF GRANTOR

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

On this 15th day of January 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
TANIKA E. HAMILTON
Notary Public, State of New York
No. 01HA6148693
Qualified in Bronx County
Commission Expires June 26, 2010

SCHEDULE I
TO
SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS

July 1, 2008 through December 31, 2008

REVLON COLOR AUTHORITY

Application No.: 77519078 Filed: 7/10/2008

COLORSTAY ULTIMATE

Application No.: 77523848 Filed: 7/16/2008

PEDI-EXPERT

Application No.: 77535221 Filed: 7/30/2008

REVLON EXPERT PLUS

Application No.: 77544649 Filed: 8/12/2008

REVLON DOUBLE TWIST

Application No.: 77554629 Filed: 8/25/2008

Brush in Circle Design with COLORPRECISE

Application No.: 77573540 Filed: 9/18/2008

REVLON LUXURIOUS COLOR

Application No.: 77593956 Filed: 10/16/2008

SMART SHADE SMART BALANCE

Application No.: 77602783 Filed: 10/29/2008

LIGHT INTERPLAY TECHNOLOGY

Application No.: 77604877 Filed: 10/31/2008

MELATOGENINE

Application No.: IR987943 Filed: 11/12/2008

TRADEMARK APPLICATIONS
July 1, 2008 through December 31, 2008

(continued)

ALMAY ONE COAT VOLUME CONTROL

Application No.: 77613864 Filed: 11/13/2008

COLORSILK LUMINISTA

Application No.: 77615729 Filed: 11/17/2008

REVLON DERMABREATHE

Application No.: 77626214 Filed: 12/4/2008

Schedule I

REVLON CONSUMER PRODUCTS CORPORATION
Trademark Registrations

July 1, 2008 through December 31, 2008

SUGAR SUGAR

Application No.: 78790962 Filed: 01/13/2006
Registration No.: 3538766 Registered: 11/25/2008

A FLORAL AFFAIR

Application No.: 77158335 Filed: 4/17/2007
Registration No.: 3463555 Registered: 7/8/2008

REVLON CUSTOM CREATIONS

Application No.: 77163262 Filed: 4/23/2007
Registration No.: 3468978 Registered: 7/15/2008

TRULY LASTING COLOR

Application No.: 77198691 Filed: 6/6/2007
Registration No.: 3481753 Registered: 8/5/2008

EXTRA LIFE

Application No.: 77372398 Filed: 1/15/2008
Registration No.: 3462188 Registered: 7/8/2008