

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Revlon Consumer Products Corporation		07/15/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Citicorp USA, Inc.
Street Address:	390 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	3561665	ALMAY PURE BLENDS
Registration Number:	3581437	MITCHUM POWER GEL
Registration Number:	3581125	VISION
Registration Number:	3595435	MAKE A SHEEN
Registration Number:	3598941	REVLON RENEWIST
Registration Number:	3617086	NATURALLY GLAMOROUS, NEVER OVERDONE
Registration Number:	3632188	TOTAL DEFINITION
Registration Number:	3636183	REVLON BEYOND NATURAL
Serial Number:	77651009	REVLON PHOTOREADY
Serial Number:	77650889	REVLON RADIANCE
Serial Number:	77651380	PASSION FUSION
Serial Number:	77669458	KISS FOR THE CURE
Serial Number:	77690288	COLORSILK BEAUTIFUL COLOR

CH \$690.00 3561665

900142623

**TRADEMARK
 REEL: 004057 FRAME: 0305**

Serial Number:	77699670	MANI-EXPERT
Serial Number:	77703228	DEFINING DUO
Serial Number:	77703949	REVLON SIGNATURE
Serial Number:	77723708	ELASTICOLOR
Serial Number:	77726127	REVLON STYLE EXPERT
Serial Number:	77725820	COLORSTAY
Serial Number:	77728474	SMART SOLID CLINICAL PLUS
Serial Number:	77728461	CLINICAL PLUS
Serial Number:	77728500	CLINICAL PERFORMANCE
Serial Number:	77728515	SMART SOLID CLINICAL PERFORMANCE
Serial Number:	77761598	CURLSTAY
Serial Number:	77761605	SMOOTHSTAY
Serial Number:	77763238	REVLON COLORBURST
Serial Number:	77767266	FILE-N-SMOOTH

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: Andrew J. Yoon
Address Line 1: Weil Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	35899-0185 A. YOON
NAME OF SUBMITTER:	Andrew J. Yoon
Signature:	/Andrew J. Yoon/
Date:	09/04/2009

Total Attachments: 7
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source=35899-0185 Trademark Security Agreement#page2.tif
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TRADEMARK SECURITY AGREEMENT, dated as of July 15, 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.

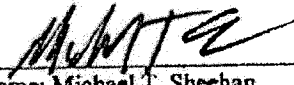
Section 3. Security Agreement

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]

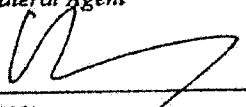
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

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:

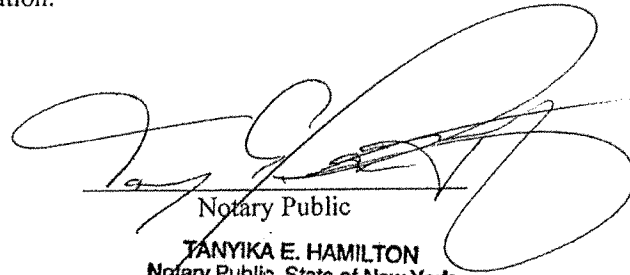
CITICORP USA, INC.,
as Collateral Agent

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

ACKNOWLEDGMENT OF GRANTOR

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

On this 28th day of July 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
TANYIKA E. HAMILTON
Notary Public, State of New York
No. 01HA6148693
Qualified in Bronx County
Commission Expires June 26, 2010

Schedule I

REVLON CONSUMER PRODUCTS CORPORATION
Trademark Registrations

January 1, 2009 through June 30, 2009

ALMAY PURE BLENDS

Application No.:	77097702	Filed:	2/2/2007
Registration No.:	3561665	Registered:	1/13/2009

MITCHUM POWER GEL

Application No.:	77331607	Filed:	11/16/2007
Registration No.:	3581437	Registered:	2/24/2009

VISION

Application No.:	77162045	Filed:	4/20/2007
Registration No.:	3581125	Registered:	2/24/2009

MAKE A SHEEN

Application No.:	77146618	Filed:	4/2/2007
Registration No.:	3595435	Registered:	3/24/2009

REVLON RENEWIST

Application No.:	77007788	Filed:	9/26/2006
Registration No.:	3598941	Registered:	3/31/2009

NATURALLY GLAMOROUS, NEVER OVERDONE

Application No.:	77386680	Filed:	2/1/2008
Registration No.:	3617086	Registered:	5/5/2009

TOTAL DEFINITION

Application No.:	77262488	Filed:	8/23/2007
Registration No.:	3632188	Registered:	6/2/2009

REVLON BEYOND NATURAL

Application No.:	77374358	Filed:	1/17/2008
Registration No.:	3636183	Registered:	6/9/2009

SCHEDULE I
TO
SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS

January 1, 2009 through June 30, 2009

REVLON PHOTOREADY

Application No.: 77651009 Filed: 1/15/2009

REVLON RADIANCE

Application No.: 77650889 Filed: 1/16/2009

PASSION FUSION

Application No.: 77651380 Filed: 1/16/2009

KISS FOR THE CURE

Application No.: 77669458 Filed: 2/12/2009

COLORSILK BEAUTIFUL COLOR

Application No.: 77690288 Filed: 3/13/2009

MANI-EXPERT

Application No.: 77699670 Filed: 3/26/2009

DEFINING DUO

Application No.: 77703228 Filed: 3/31/2009

REVLON SIGNATURE

Application No.: 77703949 Filed: 4/1/2009

ELASTICOLOR

Application No.: 77723708 Filed: 4/28/2009

REVLON STYLE EXPERT

Application No.: 77726127 Filed: 4/30/2009

TRADEMARK APPLICATIONS

January 1, 2009 through June 30, 2009

(continued)

COLORSTAY

Application No.: 77725820 Filed: 4/30/2009

SMART SOLID CLINICAL PLUS

Application No.: 77728474 Filed: 5/4/2009

CLINICAL PLUS

Application No.: 77728461 Filed: 5/4/2009

CLINICAL PERFORMANCE

Application No.: 77728500 Filed: 5/4/2009

SMART SOLID CLINICAL PERFORMANCE

Application No.: 77728515 Filed: 5/4/2009

CURLSTAY

Application No.: 77761598 Filed: 6/17/2009

SMOOTHSTAY

Application No.: 77761605 Filed: 6/17/2009

REVLON COLORBURST

Application No.: 77763238 Filed: 6/18/2009

FILE-N-SMOOTH

Application No.: 77767266 Filed: 6/24/2009