

Form PTO-1594 (Rev. 01-09)  
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

#### 1. Name of conveying party(ies):

CHARLES REVSON INC.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: New York
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

#### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Citicorp USA, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 390 Greenwich Street

City: New York

State: NY

Country: \_\_\_\_\_ Zip: 10013

Association Citizenship \_\_\_\_\_

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship Delaware

Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

#### 3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 11/23/2009

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

#### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See SCHEDULE B: Trademark Registration No(s):

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

#### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Josh Van Deurzen

Internal Address: Weil Gotshal & Manges LLP

Street Address: 767 Fifth Avenue

City: New York

State: ny Zip: 10153

Phone Number: (212) 310-8000

Fax Number: 2123108007

Email Address: josh.vandeurzen@weil.com

#### 6. Total number of applications and registrations involved:

19

#### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$490.00

- Authorized to be charged to deposit account
- Enclosed

#### 8. Payment Information:

Deposit Account Number 230800

Authorized User Name Beth Akers

#### 9. Signature:

  
Signature

Josh Van Deurzen

Name of Person Signing

December 7, 2009

Date

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

**SCHEDULE B: Trademark Registration No(s):**

<b><u>Registration Number</u></b>	<b><u>Mark</u></b>
2248694	BEAUTIFUL NUTRIENT
1869187	BRIGHTEN UP, TIGHTEN UP
0976988	C.H.R.
0994239	CIARA in Script
2849345	DAILY APPLICATIONS
2336768	DOUBLE ACTION
1891597	EYEXEXXY
2385745	FADE NOT, CREASE NOT
1928248	GLOWTION
2079718	GOING, GOING, GONE
2957286	LIGHTCAPTOR-C
1592696	LIPCHROME
1929055	LIPSEXXY
2128930	PROCOLLAGEN
2817060	UII SHEER SCENT
1148585	ULTIMA II
1407258	ULTIMA II
2425501	UNDER IT ALL
2029152	WONDERWEAR

**SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**, dated as of November 23, 2009 ("*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 and Indenture 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 such agreement has been or may be amended, restated, supplemented, renewed or otherwise modified from time to time, together with any other agreements pursuant to which any such indebtedness or any commitments, obligations, costs, expenses, fees, reimbursements, indemnities or other obligations payable or owing thereunder may be refinanced, restructured, renewed, extended, increased, refunded or replaced, the "*Multi-Currency 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 such agreement has been or may be amended, restated, supplemented, renewed or otherwise modified from time to time, together with any other agreements pursuant to which any such indebtedness or any commitments, obligations, costs, expenses, fees, reimbursements, indemnities or other obligations payable or owing thereunder may be refinanced, restructured, renewed, extended, increased, refunded or replaced, the "*Term Loan Agreement*"), and together with the Multi-Currency Credit Agreement, the "*Credit Agreements*");

WHEREAS, the Company, certain of its subsidiaries and Revlon, Inc., as guarantors, and U.S. Bank National Association, as trustee (the "*Noteholder Representative*"), are parties to the Indenture, dated as of November 23, 2009 (as such agreement may be amended, restated, supplemented, renewed or otherwise modified from time to time, together with any other agreements pursuant to which any such indebtedness or any commitments, obligations, costs, expenses, fees, reimbursements, indemnities or other obligations payable or owing thereunder may be refinanced, restructured, renewed, extended, increased, refunded or replaced, the "*Indenture*");

WHEREAS, all the Grantors are party to a Second Amended and Restated Pledge and Security Agreement, dated as of November 23, 2009, 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 Noteholder Representative to enter into the Indenture, each Grantor hereby agrees with the Collateral Agent as follows:

US\_ACTIVE:432295790205899.0185

1

**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 (as defined in the Security Agreement) of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties (as defined in the Security Agreement), 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]

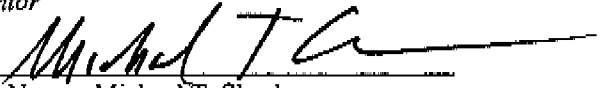
US\_ACTIVE:432295790205899.0185

2

**TRADEMARK**  
**REEL: 004109 FRAME: 0653**

IN WITNESS WHEREOF, each 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.

CHARLES REVSON INC.,  
*as Grantor*

By:   
Name: Michael T. Sheehan  
Title: Vice President and Secretary

ACCEPTED AND AGREED  
as of the date first above written:

CITICORP USA, INC.,  
*as Collateral Agent*

By: \_\_\_\_\_  
Name:  
Title:

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:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

CITICORP USA, INC.,  
*as Collateral Agent*

By: Czesar W. Wyszomirski  
Name: *Czesar W. Wyszomirski*  
Title: *Director*

**Schedule I**  
**to**  
**Trademark Security Agreement**  
*Trademark Registrations*

237 Park Avenue  
New York, New York 10017

Charles Revson Inc.

Owner:

<u>ID</u>	<u>Country</u>	<u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
21588	United States	BEAUTIFUL NUTRIENT	3	75/308086	6/12/1997	2248694	6/1/1999	Registered
17793	United States	BRIGHTEN UP, TIGHTEN UP	3	74/484961	1/31/1994	1869187	12/27/1994	Registered
15963	United States	C.H.R.	3	72/455387	4/23/1973	976988	1/15/1974	Registered
15980	United States	CIARA in Script	3	73/008679	12/12/1973	994239	10/1/1974	Registered
37572	United States	DAILY APPLICATIONS	18, 21	78/146258	7/22/2002	2849345	6/1/2004	Registered
23227	United States	DOUBLE ACTION	3	75/527315	7/29/1998	2336768	3/28/2000	Registered
17761	United States	EYSEXXXXY	3	74/433025	9/7/1993	1891597	4/25/1995	Registered
24947	United States	FADE NOT, CREAMSE NOT	3	75/847027	11/12/1999	2385745	9/12/2000	Registered
17883	United States	GLOWTION	3	74/597790	11/14/1994	1928248	10/17/1995	Registered
17930	United States	GOING, GOING, GONE	3	74/643090	3/6/1995	2079718	7/15/1997	Registered
38354	United States	LIGHTCAPTOR-C	3	78/398926	4/8/2004	2957286	5/31/2005	Registered
17334	United States	LIPCHROME	3	73/821295	8/24/1989	1592696	4/24/1990	Registered
17776	United States	LIPSEXXXXY	3	74/464878	12/2/1993	1929055	10/24/1995	Registered
20827	United States	PROCOLLAGEN	3	75/227331	1/17/1997	2128930	1/13/1998	Registered
37577	United States	UH SHEER SCENT	3	78/153827	8/13/2002	2817060	2/24/2004	Registered
16133	United States	ULTIMA II	3	73/180274	7/31/1978	1148585	3/24/1981	Registered
17691	United States	ULTIMA II	3	73/306379	4/17/1981	1407258	9/2/1986	Registered
22787	United States	UNDER IT ALL	3	75/453049	3/19/1998	2425501	1/30/2001	Registered
17852	United States	WONDERWEAR	3	74/568827	9/1/1994	2029152	1/7/1997	Renewed

Printed by kemneyv on 11/11/2009 3:24:06 PM

Doc#: US1 5823613v1