

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Revlon Consumer Products Corporation		07/30/2010	CORPORATION:

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3765511	SMART SOLID
Registration Number:	3764378	REVLON DOUBLETWIST
Registration Number:	3764522	REVLON LUXURIOUS COLOR
Registration Number:	3764599	LIGHT INTERPLAY TECHNOLOGY
Registration Number:	3773233	COLORSILK BEAUTIFUL COLOR
Registration Number:	3779742	FILE-N-SMOOTH
Registration Number:	3791046	REVLON PHOTOREADY
Registration Number:	3804074	COLORSILK LUMINISTA
Serial Number:	77927041	REVLON SMOOTHSTAY
Serial Number:	77930630	COLORSTAY AQUA
Serial Number:	77938484	DNA ADVANTAGE
Serial Number:	77963344	FLAWERASE TECHNOLOGY
Serial Number:	85011422	MITCHUM ADVANCED CONTROL
Serial Number:	85017345	ALMAY ONE COAT THICKENING

CH \$515.00 3765511

Serial Number:	85024364	REVLON CRAZY SHINE
Serial Number:	85025402	REVLON PHOTOREADY
Serial Number:	85033879	COLORPRECISE
Serial Number:	85036262	FRESHDEFENSE
Serial Number:	85058441	LOVE WOMEN. HATE CANCER.
Serial Number:	85058379	LOVE WOMEN. HATE CANCER.

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212.310.8000
Email: vindra.richter@weil.com, suzanne.inglis@weil.com
Correspondent Name: Vindra Richter/si
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.R.ENAYAHI.SI
NAME OF SUBMITTER:	Vindra Richter
Signature:	/Vindra Richter/
Date:	10/01/2010

Total Attachments: 14
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THIRD AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of July 30, 2010, 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 Second Amended and Restated Revolving Credit Agreement, dated as of March 11, 2010 (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*”), and the Collateral Agent (together with the Administrative Agents, the “*Agents*”), are parties to the Second Amended and Restated Term Loan Agreement, dated as of March 11, 2010 (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 Third Amended and Restated Pledge and Security Agreement, dated as of March 11, 2010, 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:

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]

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: Michael T. Sheehan

Name:

Title: Michael T. Sheehan
Senior Vice President, Deputy General Counsel
& Secretary

ACCEPTED AND AGREED
as of the date first above written:

CITICORP USA, INC.,
as Collateral Agent

By: _____

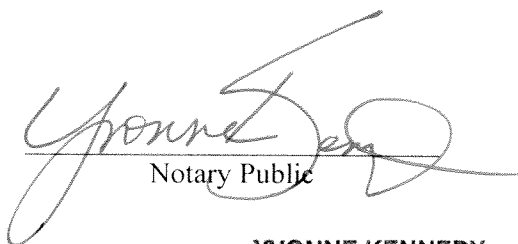
Name:

Title:

ACKNOWLEDGMENT OF GRANTOR

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


On this 30th day of July, 2010 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 Revlon Consumer Products Corporation, 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

**YVONNE KENNEDY
NOTARY PUBLIC STATE OF NEW YORK
NO. 01KE4615114
QUALIFIED IN QUEENS COUNTY
CERT. FILED IN NEW YORK COUNTY
COMMISSION EXPIRES ON FEB 28, 2014**

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
& Secretary

ACCEPTED AND AGREED
as of the date first above written:

CITICORP USA, INC.,
as Collateral Agent

By: 
Name: MICHAEL SMOLOW
Title: Vice President

Schedule I

REVLON CONSUMER PRODUCTS CORPORATION
Trademark Registrations

January 1, 2010 through June 30, 2010

SMART SOLID

Application No.:	78841478	Filed:	03/20/2006
Registration No.:	3765511	Registered:	03/23/2010

REVLON DOUBLETWIST

Application No.:	77554629	Filed:	8/25/2008
Registration No.:	3764378	Registered:	03/23/2010

REVLON LUXURIOUS COLOR

Application No.:	77593956	Filed:	10/16/2008
Registration No.:	3764522	Registered:	03/23/2010

LIGHT INTERPLAY TECHNOLOGY

Application No.:	77604877	Filed:	10/31/2008
Registration No.:	3764599	Registered:	03/23/2010

COLORSILK BEAUTIFUL COLOR

Application No.:	77690288	Filed:	03/13/2009
Registration No.:	3773233	Registered:	04/06/2010

FILE-N-SMOOTH

Application No.:	77767266	Filed:	06/24/2009
Registration No.:	3779742	Registered:	04/20/2010

REVLON PHOTOREADY

Application No.:	77651009	Filed:	01/16/2009
Registration No.:	3791046	Registered:	05/18/2010

COLORSILK LUMINISTA

Application No.:	77615729	Filed:	11/17/2008
Registration No.:	3804074	Registered:	06/15/2010

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

TRADEMARK APPLICATIONS

January 1, 2010 through June 30, 2010

REVLON SMOOTHSTAY

Application No.: 77927041 Filed: 02/03/2010

COLORSTAY AQUA

Application No.: 77930630 Filed: 02/08/2010

DNA ADVANTAGE

Application No.: 77938484 Filed: 02/18/2010

FLAWERASE TECHNOLOGY

Application No.: 77963344 Filed: 03/19/2010

MITCHUM ADVANCED CONTROL

Application No.: 85011422 Filed: 04/12/2010

ALMAY ONE COAT THICKENING

Application No.: 85017345 Filed: 04/19/2010

REVLON CRAZY SHINE

Application No.: 85024364 Filed: 04/27/2010

REVLON PHOTOREADY & Design

Application No.: 85025402 Filed: 04/28/2010

COLORPRECISE

Application No.: 85033879 Filed: 05/10/2010

FRESHDEFENSE

Application No.: 85036262 Filed: 05/12/2010

TRADEMARK APPLICATIONS

January 1, 2010 through June 30, 2010

(continued)

LOVE WOMEN. HATE CANCER.

Application No.: 85058441 Filed: 06/09/2010

LOVE WOMEN. HATE CANCER.

Application No.: 85058379 Filed: 06/09/2010

[as of 7/7/10]

CURRENT TRADEMARK LICENSE AGREEMENTS WHERE REVLON IS LICENSOR

Licensee	Trademark	Merchandise	Territory	Effective Date
1. Allegro Mfg. Inc.	Revlon	Category I: Fashion cosmetic bags (which may have handles) that are sold in cosmetics, health and beauty aids, trial size section or travel department of stores within Channel of Trade, excluding bags sold in handbag departments. Category II: umbrellas, totes, small luggage (e.g. overnight cases, small duffel bags) all subject to Licensor's prior written permission.	Worldwide, except US and Canada	Sept. 30, 2002, as amended on Jan. 1, 2006, Jan. 1, 2008 and Nov. 24, 2008
2. Altair	Revlon	Ophthalmic eyeglass frames	U.S.	July 6, 2006, as amended on Dec. 12, 2008
3. Carlton Books Limited	Revlon	Beauty book, sequels thereto, and related publications necessary to produce book.	Worldwide	Aug. 26, 2003
4. Conair Corporation	Revlon	I. Electric, battery operated and butane powered hair dryers, hair curling and hair straightening appliances, hot curling brushes for the hair, hot hair rollers/ hair setters and attachment accessories, and lighted mirrors. II. Electric and battery-operated beauty spa appliances for grooming and/or treating the hair, nails and/or skin such as facial saunas, manicure and pedicure kits, beauty mitts, foot baths, electrical and wax depilators, waxing and paraffin treatment kits, facial massaging/ cleansing systems, body massagers, and electronic and battery operated shavers, all subject to Revlon's prior written approval. III. Combs and brushes for the hair, hand held and small free-standing non-lighted cosmetic mirrors.	Belgium, Finland, Italy, Ireland, Luxembourg, Netherlands, Spain, Sweden, U.K., Norway, Denmark, Germany, France, Portugal, Greece, Andorra, Austria, Iceland, Liechtenstein, Malta, Monaco, San Marino, Switzerland	June 30, 1993, as amended on Jan. 1, 1999, May 15, 2004 and Dec. 4, 2009
5. Eurocap Ltd.	Revlon	Ophthalmic frames, ophthalmic sunglasses and Quality Sunglasses and related accessories such as eyeglass cases, eyeglass chains as approved in advance by Revlon. The term "Quality Sunglasses" means sunglasses of a quality similar to brands such as DKNY,	Worldwide excluding USA, its territories and possessions, and Canada	Aug. 1, 2006, as amended Jan. 13, 2009; Amended and restated on Jan. 1, 2010.

Licensee	Trademark	Merchandise	Territory	Effective Date
		Anne Klein, and bridge lines of Marc Jacobs, D&G and Gucci.		

Licensee	Trademark	Merchandise	Territory	Effective Date
6A. Helen of Troy Limited (North America Amended and Restated)	Revlon, ColorStay, Revlon ColorStay, CurlStay, MoistureStay, Perfect Heat, Revlon Radiance, Radiance, Revlon Style Expert, SmoothStay and VolumeStay.	<p><u>Appliance Categories:</u></p> <p>I. Electric and battery operated hair dryers, curling and straightening appliances, hot curling brushes, hot rollers/hair setters and attachment accessories to any of foregoing, and lighted mirrors.</p> <p>II. Electric and battery operated hair cutting appliances and women's electric and battery operated shavers.</p> <p>III. Electric and battery operated spa appliances for grooming and/or treating hair, nails, and/or skin, such as facial saunas, manicure / pedicure kits, foot baths, waxing and paraffin treatment kits, facial massaging /cleansing systems, and back and neck massagers all subject to Revlon's prior written approval.</p> <p>IV. Butane powered hair dryers, curling and straightening appliances, curling brushes, rollers/hair setters, spa appliances for grooming and/or treating the hair, nails and/or skin (and attachments and accessories related to any of foregoing), all subject to Revlon's prior written approval.</p> <p><u>Non-Appliance Merchandise:</u></p> <p>I. Combs, brushes, hand held mirrors and other such functional hair accessories approved by Licensor, and fashion hair accessories such as clips, bows, fashion combs, barrettes, hair pins, etc.</p> <p>II. N.A.</p> <p>III. Non-electric, non-liquid spa products such as loofah sponges, bath pillows, eye pillows, gel eye masks and back and neck massagers, subject to Revlon's prior written approval.</p> <p><u>Spa Mirrors:</u> non-hand held, non-lighted vanity mirrors having HOT model nos. RV972, 973, 974, and 975, and unlighted version of RV976.</p>	U.S., Canada and Mexico.	<p>Sept. 30, 1992, as amended on Mar. 18, 1993, Apr. 1, 1995, Mar. 31, 1998, Dec. 30, 1998, Jan. 11, 2000, Dec. 21, 2000, Sept. 30, 2002 and Nov. 25, 2003;</p> <p>Amended and restated on Jan. 1, 2004, as further amended on Feb. 24, 2006, Dec. 23, 2008, Aug. 4, 2009 April 6, 2010, and June 1, 2010.</p>

Licensee	Trademark	Merchandise	Territory	Effective Date
6B. Helen of Troy Limited (International Amended and Restated Agreement)	Revlon	<p><u>Appliance Categories:</u></p> <p>I. Electric and battery operated hair dryers, curling and straightening appliances, hot curling brushes, hot rollers/hair setters and attachment accessories to any of foregoing, and lighted mirrors.</p> <p>II. Women's electric and battery operated shavers.</p> <p>III. Electric and battery operated spa appliances for grooming and/or treating hair, nails, and/or skin, such as facial saunas, manicure/pedicure kits, foot baths, waxing and paraffin treatment kits, facial massaging/cleansing systems, and back and neck massagers, subject to Revlon's approval.</p> <p><u>Non-Appliance Categories:</u></p> <p>I. Combs, brushes, handheld mirrors, and other functional hair accessories as Revlon approves, and fashion hair accessories such as clips, bows, fashion combs, barrettes, hairpins, etc.</p> <p>II. N.A.</p> <p>III. Non-electric, non liquid spa products such as loofah sponges, bath pillows, eye pillows, gel eye masks, back and neck massagers, subject to Revlon's approval.</p>	Worldwide, excluding U.S., Canada, Mexico which are covered by North America license, and the Excluded European Territories (<i>see</i> Conair).	<p>Sept. 30, 1992, as amended on Mar. 18, 1993, Feb. 1, 1996, Dec. 31, 1996, Mar. 31, 1998, Dec. 30, 1998, Nov. 29, 1999, Jan. 11, 2000, Mar. 6, 2000, Dec. 21, 2000, Sept. 30, 2002 and Nov. 25, 2003;</p> <p>Amended and restated on Jan. 1, 2004; as further amended on Mar. 31, 2006 and May 19, 2010.</p>

Licensee	Trademark	Merchandise	Territory	Effective Date
7. Luxottica (f.k.a. Cole Vision)	Revlon	Ophthalmic eyeglass frames, ophthalmic quality sunglasses, and eyeglass accessories.	U.S., including Commonwealth of Puerto Rico and Canada, in Licensee's retail outlets (e.g., Sears Optical, etc.).	Apr. 1, 1997, as amended; Amended and restated on April 1, 2006; amended on Nov. 17, 2008.
8. Pacific World Corporation	Category I: Revlon Category II: Revlon, Fantasy Lengths, and Revlon Beyond Natural	Category I: Artificial nails and tips, artificial nail art, acrylic and fiberglass artificial nail products, artificial nail remover (designed to remove artificial nails only), artificial nail manicure products and nail implements manufactured, sold, and used exclusively for artificial nails; Category II: Self-adhesive false eyelashes and regular false eyelashes packaged with adhesive for affixing said eyelashes; non-adhesive false eyelashes, and stand-alone lash adhesive designed and intended for use in the application of false eyelashes only.	<u>Category I:</u> U.S. (including all territories and possessions), Western Europe (U.K., France, Spain, Germany, Italy, Belgium, Luxembourg, Austria, Switzerland, Netherlands, Denmark, Sweden, Ireland, Portugal), Mexico, Canada, Australia, New Zealand, South Africa, and Latin America (Argentina, Bolivia, Brazil, Chile, Colombia, Costa Rica, Ecuador, Panama, Peru, Guatemala, Venezuela), Hong Kong, Macau, Japan, South Korea, Taiwan, Singapore, Malaysia, Greece, Malta and such other territories where Revlon has active or pending registrations for "Revlon" for cosmetics and which have been approved by Revlon. <u>Category II:</u> United States (including its territories and possessions), Western Europe (U.K., France, Spain, Germany, Italy, Belgium, Luxembourg, Austria, Switzerland, Netherlands, Denmark, Sweden, Ireland and Portugal), Mexico, Canada, Australia, New Zealand, South Africa, Latin America (Argentina, Bolivia, Brazil, Chile, Colombia, Costa Rica, Ecuador, Peru, Panama, Guatemala & Venezuela), Aruba, Curacao, St Maarten, St Martin, Hong Kong, Macau, Turkey, Japan, South Korea, Taiwan, Singapore, Malaysia, Greece, Malta, South Africa, and such other territories where Revlon has active or pending registrations for "Revlon" or "Fantasy Lengths" for cosmetics and which have been approved by Revlon. <u>RBN:</u> "Revlon Beyond Natural" is only licensed for Australia, Canada, France, Hong Kong,	Jan. 28, 2002; Amended and restated as of Dec. 12, 2003, as amended on May 23, 2005, Oct. 30, 2006, April 21, 2008 and Dec. 7, 2009.

Licensee	Trademark	Merchandise	Territory	Effective Date
			Macau, New Zealand, U.K. and USA (including its territories and possessions).	
9. Style Science, Inc. (f.k.a. Capo, Inc.)	Revlon	Category I: Plano, non-prescription sunglasses; Category II: Self-select, non-ophthalmic fashion reading glasses.	Category I: Worldwide. Category II: Worldwide.	Nov. 5, 1999, as amended on May 8, 2001, Dec. 16, 2002, Dec. 11, 2003, Jan. 1, 2006, Oct. 31, 2006, Dec. 1, 2007, and Dec. 31, 2009.
10. Tonner Doll Company	Revlon	High quality, collectible dolls for the adult collector market, which may include a retro-themed, vintage doll and/or a contemporary doll expressing Licensor's vision of "modern glamour;" and doll accessories related to the above (in each case in forms previously approved by Licensor)	United States, Australia, Canada, China, European Union, Japan, Lebanon, Russia, Switzerland, Taiwan	Jan. 1, 2010
11. Tressallure (f.k.a., General Wig Manufacturers, Inc.)	Revlon, Unforgettable, & Great Feeling	Wigs, hairpieces, and ancillary products related thereto including combs, brushes, hand-held mirrors, wig stands, display cases, cap liners, and turbans, in each case specifically designed, labeled, packaged, advertised, and sold only for use with wigs and hairpieces, and which are sold by Licensee as of 9/30/98; and Human hair extensions and wefts.	Worldwide	Sept. 30, 1998, as amended on July 13, 2001, Sept. 8, 2003, Dec. 21, 2005, September 5, 2006, and Nov. 1, 2008.