

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		05/12/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Citicorp USA, Inc.
Street Address:	1615 Brett Road
Internal Address:	Operations Building #3
City:	New Castle
State/Country:	DELAWARE
Postal Code:	19720
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	77891566	ANTI-BITE
Registration Number:	3664635	ECOMINERALS
Registration Number:	3427700	FRESHCOVER
Registration Number:	3352363	FRESHMINERALS
Registration Number:	1933426	SAHARA
Registration Number:	1776182	SINFUL COLORS
Registration Number:	2057729	WILD AND CRAZY

CORRESPONDENCE DATA

Fax Number: (212)492-0083
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: zhilden@paulweiss.com, aashville@paulweiss.com
 Correspondent Name: Zoe Hilden
 Address Line 1: 1285 Avenue of the Americas

CH \$190.00 77891566

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER: 02500-348

NAME OF SUBMITTER: Zoe Hilden

Signature: /Zoe Hilden/

Date: 05/17/2011

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT, dated as of May 12, 2011 (“*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*”).

W i t n e s s e t h:

WHEREAS, the Grantor, 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:

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:
Title:

ACCEPTED AND AGREED
as of the date first above written:

CITICORP USA, INC.,
as Collateral Agent

By: _____
Name: **David Leland**
Title: **Vice President**

Schedule I
to
Trademark Security Agreement
Trademark Registrations

Mark	App. No.	Reg. No.	Class	Status
ANTI-BITE (Stylized) Anti-Bite	77891566		3	Pending
ECOMINERALS (Stylized) ECOMINERALS	77453873	3,664,635	3	Registered
FRESHCOVER	77093649	3,427,700	3	Registered
FRESHMINERALS (Stylized) FRESHMINERALS	78946631	3,352,363	3	Registered
SAHARA	74292174	1,933,426	3	Registered
SINFUL COLORS	74318372	1,776,182	3	Registered
WILD AND CRAZY	74494261	2,057,729	3	Registered