

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		01/31/2012	CORPORATION:

RECEIVING PARTY DATA

Name:	Citicorp USA, Inc., as Collateral Agent
Street Address:	388 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3990801	REVLON CUSTOMEYES
Registration Number:	3990803	ONE COAT GET UP & GROW
Registration Number:	4007629	BRIGHT 'N BLEND
Registration Number:	4013103	ANTI-BITE
Registration Number:	4013202	REVLON SMOOTHSTAY
Registration Number:	4029853	WHAT A CATCH
Registration Number:	4032422	FRESHDEFENSE
Registration Number:	4045797	REVLON RADIANCE
Registration Number:	4049360	REVLON CARES
Registration Number:	4057304	GROW LUSCIOUS PLUMPING
Serial Number:	85383619	SUGAR SENSATION
Serial Number:	85392059	COLOR NUANCE
Serial Number:	85422439	COLORSTAY WHIPPED
Serial Number:	85436852	PHOTOREADY 3D VOLUME DIAMONDS

**TRADEMARK**

Serial Number:	85443401	TOP SPEED FX
Serial Number:	85444066	SMOOTHPRECISION
Serial Number:	85452928	SHADELOCK TECHNOLOGY
Serial Number:	85459071	PHOTOREADY SKINLIGHTS
Serial Number:	85469086	REVLON NAIL ART FRENCHMIX

**CORRESPONDENCE DATA**

Fax Number: (212)310-8007  
Phone: 212-735-4559  
Email: vindra.richter@weil.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Vindra Richter c/o Weil et al  
Address Line 1: 767 Fifth Avenue  
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	35899.0185/JUSTINT.LEE/VR
NAME OF SUBMITTER:	Vindra Richter
Signature:	/vindra richter/
Date:	02/07/2012

**Total Attachments: 12**

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**THIRD AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**, dated as of January 31, 2012, 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 Third Amended and Restated Revolving Credit Agreement, dated as of June 16, 2011 (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 Third Amended and Restated Term Loan Agreement, dated as of May 19, 2011 (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 are 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 interests 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 & Secretary

ACCEPTED AND AGREED  
as of the date first above written:

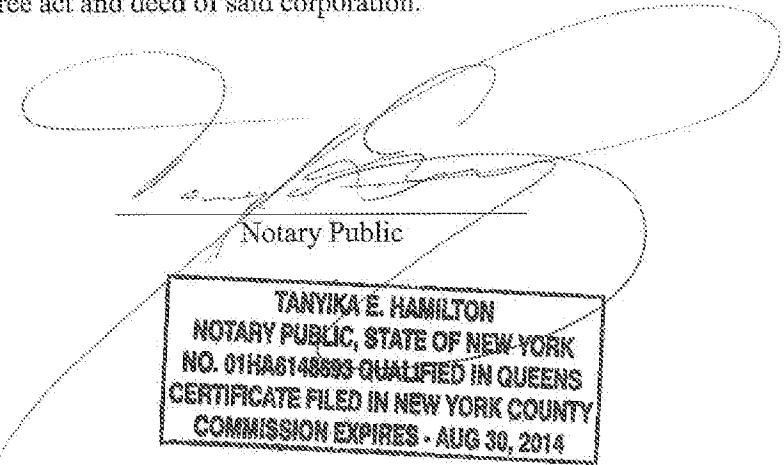
CITICORP USA, INC.,  
*as Collateral Agent*

By:   
Name:  
Title: MICHAEL SMOLOW  
Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK     )  
  )  ss:  
COUNTY OF NEW YORK)

On this 31<sup>st</sup> day of January, 2012 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

TANYIKA E. HAMILTON  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01HAST48893 QUALIFIED IN QUEENS  
CERTIFICATE FILED IN NEW YORK COUNTY  
COMMISSION EXPIRES - AUG 30, 2014

## SCHEDULE I

### REVLON CONSUMER PRODUCTS CORPORATION U.S. Trademark Registrations

July 1, 2011 through December 31, 2011

#### REVLON CUSTOMEYES

Application No:	77891258	Filed:	12/11/2009
Registration No.:	3990801	Registered:	7/5/2011

#### ONE COAT GET UP & GROW

Application No:	77894472	Filed:	12/15/2009
Registration No.:	3990803	Registered:	7/5/2011

#### BRIGHT 'N BLEND

Application No:	85163354	Filed:	10/28/2010
Registration No.:	4007629	Registered:	8/2/2011

#### ANTI-BITE

Application No:	77891566	Filed:	12/11/2009
Registration No.:	4013103	Registered:	8/16/2011

#### REVLON SMOOTHSTAY

Application No:	77927041	Filed:	2/3/2010
Registration No.:	4013202	Registered:	8/16/2011

#### WHAT A CATCH

Application No:	85134208	Filed:	9/21/2010
Registration No.:	4029853	Registered:	9/20/2011

#### FRESHDEFENSE

Application No:	85036262	Filed:	5/12/2010
Registration No.:	4032422	Registered:	9/27/2011

#### REVLON RADIANCE

Application No:	77650889	Filed:	1/16/2009
Registration No.:	4045797	Registered:	10/25/2011

#### REVLON CARES

Application No:	85306833	Filed:	4/20/2011
Registration No.:	4049360	Registered:	11/1/2011

#### GROW LUSCIOUS PLUMPING

Application No:	85107937	Filed:	8/16/2010
Registration No.:	4057304	Registered:	11/15/2011

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**SCHEDULE I**

**REVLON CONSUMER PRODUCTS CORPORATION**  
**U.S. Trademark Applications**

July 1, 2011 through December 31, 2011

**SUGAR SENSATION**

Application No: 85383619 Filed: 7/28/2011

**COLOR NUANCE**

Application No: 85392059 Filed: 8/8/2011

**COLORSTAY WHIPPED**

Application No: 85422439 Filed: 9/14/2011

**PHOTOREADY 3D VOLUME DIAMONDS**

Application No: 85436852 Filed: 9/30/2011

**TOP SPEED FX**

Application No: 85443401 Filed: 10/10/2011

**SMOOTHPRECISION**

Application No: 85444066 Filed: 10/11/2011

**SHADELOCK TECHNOLOGY**

Application No: 85452928 Filed: 10/21/2011

**PHOTOREADY SKINLIGHTS**

Application No: 85459071 Filed: 10/28/2011

**REVLON NAIL ART FRENCHMIX**

Application No: 85469086 Filed: 11/10/2011



**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	Sept. 30, 2002, as amended on Jan. 1, 2006, Jan. 1, 2008, Nov. 24, 2008 and December 5, 2011
2. Altair	Revlon	Ophthalmic eyeglass frames	U.S.	July 6, 2006, as amended on Dec. 12, 2008 and May 26, 2011.
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. Coty GmbH	Cutex and other specified Cutex-formative marks	Coloured Cosmetics in "Group A" countries and Coloured Cosmetics with the exclusion of Nail Polish Remover in "Group B" countries.	<u>Group A Countries:</u> Albania, Andorra, Armenia, Australia, Austria, Azerbaijan, Bahrain, Bellorussia, Benelux, Bosnia-Herzegovina, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France,	April 14, 1996 as amended  (Novation Assignment dated April 30, 1998 assigned Revlon Consumer Products Corporation ("Revlon") the rights and benefits of Unilever PLC and

Licensee	Trademark	Merchandise	Territory	Effective Date
			Georgia, Germany, Greece, Hungary, Iceland, Ireland, Italy, Kuwait, Latvia, Liechtenstein, Lithuania, Macedonia, Moldova, Monaco, New Zealand, Norway, Oman, Poland, Portugal, Russian Federation, San Marino, Saudi Arabia, Slovak Republic, Slovenia, Sweden, Switzerland, Syria, Turkey, Ukraine, United Arab Emirates, United Kingdom, Yugoslavia <u>Group B Countries:</u> Israel, Jordan, South Africa, Spain	Unilever NV ("Unilever") as Licensor under the Agreement, dated April 4, 1996 between Unilever and Licensee Benckiser Cosmetics Holding GmbH, now known as Coty GmbH ("Coty").
6. Delon Laboratories (1990) Inc.	Cutex, Cutex Quick & Gentle	Nail Enamel Remover	Canada	April 16, 2007, as amended December 22, 2010
7. Delon Laboratories (1990) Inc.	Aquamarine	Hair shampoos; hair conditioners; and skin care lotions.	Canada and the United States	December 22, 2010
8. 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, Anne Klein, and bridge lines of Marc Jacobs, D&G and Gucci.	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
9A. Helen of Troy Limited (North America Amended and Restated)	Revlon, ColorStay, Revlon ColorStay, CurlStay, MoistureStay, Perfect Heat, Revlon 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
9B. 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
10. Pacific World Corporation	<p>Category I: Revlon</p> <p>Category II: Revlon, Fantasy Lengths, and Revlon Beyond Natural</p>	<p>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;</p> <p>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.</p>	<p><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.</p> <p><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 &amp; 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.</p> <p><u>RBN:</u> "Revlon Beyond Natural" is only licensed for Australia, Canada, France, Hong Kong, Macau, New Zealand, U.K. and USA (including its territories and possessions).</p>	<p>Jan. 28, 2002;</p> <p>Amended and restated as of Dec. 12, 2003, as amended on May 23, 2005, Oct. 30, 2006, April 21, 2008, Dec. 7, 2009 and June 27, 2011.</p>

Licensee	Trademark	Merchandise	Territory	Effective Date
11. 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, Dec. 31, 2009 and October 7, 2011
12. 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
13. Aderans Hair Goods, Inc. (f.k.a. Tressallure and 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.