

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		08/31/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Citicorp USA, Inc.		
Street Address:	388 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2175776	BON BONS	
Registration Number:	2333189	BON BONS	
Registration Number:	1287560	LOVE MY EYES	
Registration Number:	1656563	LOVE MY FACE	
Registration Number:	1287561	LOVE MY LIPS	
Registration Number:	1274721	LOVE MY NAILS	
Registration Number:	2256946	PURE ICE	
CORRESPONDENCE DATA			
Fax Number:	2124920140		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	dgaier@paulweiss.com, emendes@paulweiss.com		
Correspondent Name:	Danielle L. Gaier		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		

CH \$190.00 2175776

ATTORNEY DOCKET NUMBER:	02500-001
NAME OF SUBMITTER:	Danielle L. Gaier
Signature:	/Danielle L. Gaier/
Date:	09/12/2012
Total Attachments: 5 source=Bari - Trademark Security Agreement#page1.tif source=Bari - Trademark Security Agreement#page2.tif source=Bari - Trademark Security Agreement#page3.tif source=Bari - Trademark Security Agreement#page4.tif source=Bari - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT, dated as of August 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*”).

W i t n e s s e t h:

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:

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: MICHAEL SMOLOW
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

	Country	Mark	App. No.	Reg. No.	Class	Status
1	United States	BON BONS	75-977352	2,175,776	3	Registered
2	United States	BON BONS	75-728857	2,333,189	3	Registered
3	United States	LOVE MY EYES	73-392844	1,287,560	3	Registered
4	United States	LOVE MY FACE	74-043359	1,656,563	3	Registered
5	United States	LOVE MY LIPS	73-393158	1,287,561	3	Registered
6	United States	LOVE MY NAILS	73-392860	1,274,721	3	Registered
7	United States	PURE ICE (Stylized) 	75-460700	2,256,946	3	Registered
8	Mexico	LOVE MY EYES	162582	448133	3	Registered
9	Mexico	LOVE MY FACE	162583	470914	3	Registered
10	Mexico	LOVE MY LIPS	162581	453688	3	Registered
11	Mexico	LOVE MY NAILS	162580	453687	3	Registered
12	Colombia	LOVE MY EYES	96 059771	199057	3	Registered
13	Colombia	LOVE MY LIPS	96 059773	199978	3	Registered
14	Colombia	LOVE MY NAILS	96 059772	199058	3	Registered
15	Guatemala	LOVE MY EYES		145,062		Registered
16	Guatemala	LOVE MY LIPS		143,650		Registered
17	Panama	LOVE MY FACE		67.594		Registered

B. TRADEMARK APPLICATIONS

	Country	Mark	App. No.	Reg. No.	Class	Status
1	Venezuela	LOVE MY FACE BY BARI	1992-001075		3	Pending Application