

12-07-2001



101909594

To the Honorable Commissioner of

Patent and Trademark Office  
to record the attached original documents or copy thereof.  
Box Assignment, Washington, DC 20231

12-7-01

1. Name of conveying party(ies):  
JPMORGAN CHASE BANK (successor to each of The Chase Manhattan Bank and Chemical Bank)

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State of Delaware  
 Other A New York Banking Corporation  
 Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
Name: VISAGE BEAUTE COSMETICS, INC.

Internal Address: \_\_\_\_\_  
 Street Address: 625 Madison Ave.  
 City New York State NY ZIP 10022

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other Termination and Release of Security Interest in Trademarks

Execution Date: November 30, 2001

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State California  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designation must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) See attached sheet

74/170828  
B. Trademark registration No.(s) See attached sheet

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
PENNIE & EDMONDS LLP  
1667 K Street, N.W.  
Washington, D.C. 20006  
Attn.: David C. Lee  
File No.: 8412-003-999

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41):.....\$ 115.00  
Please charge to the deposit account listed in Section 8, as well as any other fees which may be due.

8. Deposit account number:  
16-1150

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

David C. Lee December 7, 2001  
Name of Person Signing Reg. No. Signature Date

Total number of pages comprising cover sheet: 9

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignment  
Washington, D.C. 20231

12/10/2001 6TON11 00000071 161150 74170828  
01 FC:481 40.00 CH  
02 FC:482 75.00 CH

**PROTECTION +**

**Serial No.: 74-170828      Filed: 05/28/1991**

**PROTECTION PLUS**

**Serial No.: 74-170836      Filed: 05/28/1991**

**VISAGE BEAUTE**

**Serial No.: 75-161597      Filed: 09/06/96**

(Continued on next page)

Continuation of Question 4. B

V VISAGE and Design <IMAGE FACE>

Reg. No.: 1,648,613 Registered: 06/25/1991  
Filed: 09/29/1986 Published: 04/02/1991

Serial No.: 73-623221

TERMINATION AND RELEASE  
OF SECURITY INTERESTS IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS ("Release") dated as of November 30, 2001, by JPMORGAN CHASE BANK (successor to each of The Chase Manhattan Bank and Chemical Bank), as administrative agent (in such capacity, the "Administrative Agent") for the financial institutions (the "Lenders") from time to time parties to the Credit Agreement described below and VISAGE BEAUTE COSMETICS, INC., a California corporation (the "Grantor").

WITNESSETH:

WHEREAS, the Lenders entered into a Credit Agreement dated as of February 28, 1995 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Revlon Consumer Products Corporation (the "Company"), the Borrowing Subsidiaries named therein, the Lenders, the Co-Agents named therein, the Managing Agents named therein, the Syndication Agent named therein as documentation agent, and the Administrative Agent;

WHEREAS, the Grantor guaranteed certain obligations of the Company pursuant to a Guarantee dated as of February 28, 1995, in favor of the Administrative Agent, for the benefit of the Secured Parties (as defined therein), amended and restated on May 30, 1997 (as further amended, supplemented or otherwise modified from time to time, the "Affiliate Guarantee");

WHEREAS, in connection with the Credit Agreement, and in order to induce the Administrative Agent and the Lenders to enter into the Credit Agreement, to induce the Lenders to make their respective loans and other extensions of credit to the Borrowers, and to secure the prompt and complete payment and performance of the obligations under the Affiliate Guarantee, the Grantor executed and delivered as of February 28, 1995, a Security Agreement in favor of the Administrative Agent for the Lenders, as amended and restated as of May 30, 1997 (as further amended, supplemented, or otherwise modified from time to time, the "Affiliate Security Agreement") (the terms defined therein and not otherwise defined herein being used herein as therein defined) and an Affiliate Trademark Security Agreement, dated as of February 28, 1995 (as amended, supplemented, or otherwise modified from time to time, the "Trademark Security Agreement"), by which the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all the Grantor's right, title and interest in and to the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office as of March 10, 1995, at Reel 1316, Frames 403-408;

WHEREAS, the Grantor executed and delivered a supplement to the Trademark Security Agreement in favor of Administrative Agent (the "Supplement"), which was recorded in

DC1 - 308786.3

WHEREAS, the Grantor has been released from its obligations under the Affiliate Guarantee and has requested that the Administrative Agent terminate the Trademark Security Agreement and release its security interest in and lien on the Trademark Collateral of the Grantor, and reassign the same to the Grantor, by executing this Release;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Administrative Agent does hereby release and terminate all liens and security interests in and to the Trademark Collateral which were granted, pledged and assigned to the Administrative Agent for the benefit of the Secured Parties as security for the obligations under the Affiliate Guarantee pursuant to the Trademark Security Agreement and the Supplement, and the Administrative Agent does hereby, without recourse and without representation or warranty of any kind, assign, convey, grant, set over, transfer and release to the Grantor all of the Administrative Agent's right, title and interest, if any, in and to the Trademark Collateral, including, without limitation, the following (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Schedule 1 attached hereto and made a part hereof, and including without limitation (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the United States and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (the "Trademarks"); provided that, for purposes hereof, the term "Trademarks" shall not include those rights which are not created by, or do not arise or exist under, the laws of the United States or any State or political subdivision thereof; and

(b) all license agreements with any other Person in connection with any of the Trademarks of the Grantor, or such other Person's trademarks, whether the Grantor is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule 1 hereto, subject, in each case, to the terms of such license agreements, including, without limitation, terms requiring consent to the grant of

a security interest (the "Trademark Licenses"); provided that, for purposes hereof, the term "Trademark Licenses" shall not include those rights which are not created by, or do not arise or exist under, the laws of the United States or any State or political subdivision thereof; and

(c) to the extent not otherwise included, all Proceeds (including, to the extent not otherwise included therein, cash) and products of any and all of the foregoing.

2. The parties hereto do hereby cancel and terminate the Trademark Security Agreement and the Supplement, and all rights and obligations of the parties thereunder, and do hereby cancel and terminate the Affiliate Security Agreement to the extent that such agreement applies to and affects the Trademark Collateral of the Grantor.

3. The parties hereto agree that, at any time and from time to time upon the written request of the other party, each party will execute and deliver such further documents and do such further acts and things as may be reasonably requested by the other party in order to effect the purposes of this Release.

4. This Release has been executed and delivered in, and shall be governed by and construed in accordance with the laws of, the State of New York.

IN WITNESS WHEREOF, the undersigned have caused this Release to be duly executed and delivered by a duly authorized officer on the day and year first above written.

ADMINISTRATIVE AGENT

JPMORGAN CHASE BANK

By: Neil R. Byls  
Title:

GRANTOR

VISAGE BEAUTE COSMETICS, INC.

By: Mia T  
Title:

STATE OF )  
 ) ss.:  
COUNTY OF )

On this 30<sup>th</sup> day of November, 2001, before me personally came Neil R. Boyka, to me known, who being by me duly sworn, did depose and say that he resides at New York, New York; that he is the MD of JPMORGAN CHASE BANK, the Administrative Agent described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said company; and that he signed said instrument on behalf of said company pursuant to said authority.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

Barbara A Porter  
Notary Public

BARBARA A. PORTER  
NOTARY PUBLIC State of New York  
No 01PO4945930  
Qualified in New York County  
Commission Expires January 27, 2003

STATE OF )  
 ) ss.:  
COUNTY OF )

On this 30<sup>th</sup> day of November, 2001, before me personally came Michael T Sheehan, to me known, who being by me duly sworn, did depose and say that he resides at Wilton, CT; that he is the Assistant Sec of VISAGE BEAUTE COSMETICS, INC., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

Barbara A Porter  
Notary Public

BARBARA A. PORTER  
NOTARY PUBLIC State of New York  
No 01PO4945930  
Qualified in New York County  
Commission Expires January 27, 2003

DC1 - 308786.3

**Visage Beauté Cosmetics, Inc.  
Trademark Registrations and Applications**

V VISAGE and Design <IMAGE FACE>

Reg. No.: 1,648,613 Registered: 06/25/1991  
Filed: 09/29/1986 Published: 04/02/1991

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PROTECTION +

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Serial No.: 74-170836 Filed: 05/28/1991

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TRADEMARK

REEL 1316 FRAME 408

MAR 10 95

PATENT AND TRADEMARK  
OFFICE



**SCHEDULE 1**

**Visage Beauté Cosmetics, Inc.**  
**Trademark Registrations and Applications**

**VISAGE BEAUTE**

**Serial No.: 75-161597**

**Filed: 09/06/96**

7772-1

**RECORDED: 12/07/2001**

**TRADEMARK**  
**REEL: 002404 FRAME: 0360**