

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		07/25/2007	CORPORATION:
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:		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3197574	FLEXI-BUFF	
Registration Number:	3220641	UNFORGETTABLE JOURNEYS	
Registration Number:	3231619	CRUSHED VELVET	
Registration Number:	3231661	DIAMOND LUST	
Registration Number:	3235384	BEDROOM EYES	
Registration Number:	3254300	ALMAY HYDRACOLOR	
Registration Number:	3254318	DARK PLEASURES	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	andrew.yoon@weil.com, phyllis.depaola@weil.com		
Correspondent Name:	Weil, Gotshal & Manges c/o Andrew Yoon		
Address Line 1:	767 5th Avenue		
Address Line 4:	New York, NEW YORK 10153		

CH \$190.00 3197574

ATTORNEY DOCKET NUMBER:	35899.0185
NAME OF SUBMITTER:	Andrew Yoon
Signature:	/Andrew Yoon/
Date:	09/20/2007
Total Attachments: 6 source=revlon-citicorp trademark#page1.tif source=revlon-citicorp trademark#page2.tif source=revlon-citicorp trademark#page3.tif source=revlon-citicorp trademark#page4.tif source=revlon-citicorp trademark#page5.tif source=revlon-citicorp trademark#page6.tif	

TRADEMARK SECURITY AGREEMENT, dated as of July 25, 2007, 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 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 Credit Agreement, dated as of July 9, 2004 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Existing 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*"), the Collateral Agent (together with the Administrative Agents, the "*Agents*"), and JPMorgan Chase Bank, N.A., as syndication agent, are parties to the Term Loan Agreement, dated as of December 20, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Term Loan Agreement*", and together with the Existing Credit Agreement, the "*Credit Agreements*");

WHEREAS, all the Grantors are party to an Amended and Restated Pledge and Security Agreement, dated as of December 20, 2006, 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 Lenders to make their respective extensions of credit to the Company thereunder, 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 of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, 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.

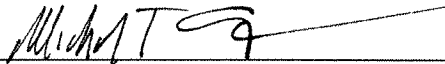
Section 3. Security Agreement

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: 
Name: Michael T. Sheehan
Title: Senior Vice President
Deputy General Counsel

ACCEPTED AND AGREED
as of the date first above written:

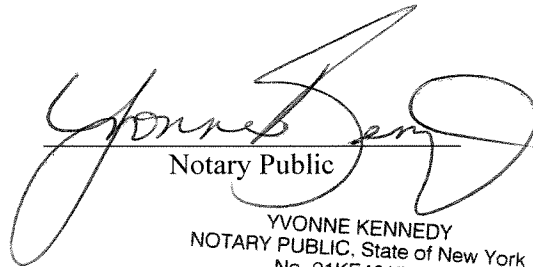
CITICORP USA, INC.,
as Collateral Agent

By: 
Name:
Title: **WILLIAM WASHBURN**
Director/Vice President

ACKNOWLEDGMENT OF GRANTOR

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

On this 25th day of July, 2007 before me personally appeared Michael Sheehan, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Grantor, 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, 2010

Schedule I

REVLON CONSUMER PRODUCTS CORPORATION
Trademark Registrations

January 1, 2007 through June 30, 2007

FLEXI-BUFF

Application No.: 78632496 Filed: 05/18/2005
Registration No.: 3197574 Registered: 01/09/2007

**UNFORGETTABLE
JOURNEYS**

Application No.: 78/572436 Filed: 02/22/2005
Registration No.: 3220641 Registered: 03/20/2007

CRUSHED VELVET

Application No.: 78774376 Filed: 12/15/2005
Registration No.: 3231619 Registered: 04/17/2007

DIAMOND LUST

Application No.: 78800244 Filed: 01/26/2006
Registration No.: 3231661 Registered: 04/17/2007

BEDROOM EYES

Application No.: 78812276 Filed: 02/10/2006
Registration No.: 3235384 Registered: 04/24/2007

ALMAY HYDRACOLOR

Application No.: 78784749 Filed: 01/04/2006
Registration No.: 3254300 Registered: 06/19/2007

DARK PLEASURES

Application No.: 78823870 Filed: 02/27/2006
Registration No.: 3254318 Registered: 06/19/2007