

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		01/29/2008	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:	INC. ASSOCIATION:

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	3259262	EXPERT EFFECT
Registration Number:	3261921	INTENSE I-COLOR
Registration Number:	3266431	POST TRAUMA
Registration Number:	3269794	SHINY SHEERS
Registration Number:	3272961	EXPERT EFFECT
Registration Number:	3272968	EXPERT EFFECT
Registration Number:	3276797	REVLON COLORIST
Registration Number:	3276859	COLOR LOCK
Registration Number:	3277736	COLORSILK ROOT PERFECT
Registration Number:	3280925	PROTANICAL
Registration Number:	3283778	LUXURIOUS COLOR
Registration Number:	3292020	LASH JEWELS
Registration Number:	3292021	MIDNIGHT SWIRL
Registration Number:	3292069	PINCH ME

CH \$590.00 3259262

Registration Number:	3295386	MOLTEN METAL
Registration Number:	3295444	SWEET NOTHINGS
Registration Number:	3299652	JUST BITTEN
Registration Number:	3299901	GOLDEN AFFAIR
Registration Number:	3303290	BOLD IMPACT
Registration Number:	3320278	3D EXTREME
Registration Number:	3336043	LUXURIOUS LENGTHS
Registration Number:	3353272	MAGNIFEYE
Registration Number:	3357105	FLAIR

CORRESPONDENCE DATA

Fax Number: (212)310-8007

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2123108000

Email: andrew.yoon@weil.com, suzanne.inglis@weil.com

Correspondent Name: Andrew Yoon c/o Weil, Gotshal & Manges

Address Line 1: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	35899.0185.6847
NAME OF SUBMITTER:	Andrew Yoon
Signature:	/Andrew Yoon/
Date:	02/04/2008

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT, dated as of January 29, 2008, 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:

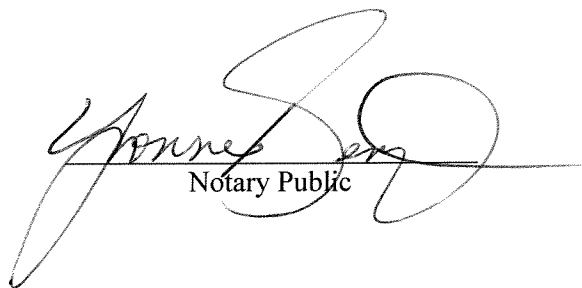
CITICORP USA, INC.,
as Collateral Agent

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

ACKNOWLEDGMENT OF GRANTOR

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

On this 29th day of January, 2008 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 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
TO
SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
TRADEMARK APPLICATIONS**

Schedule I

REVLON CONSUMER PRODUCTS CORPORATION
Trademark Registrations

July 1, 2007 through December 31, 2007

EXPERT EFFECT

Application No.: 78600859 Filed: 04/04/2005
Registration No.: 3259262 Registered: 07/03/2007

INTENSE I-COLOR

Application No.: 78384534 Filed: 03/15/2004
Registration No.: 3261921 Registered: 07/10/2007

POST TRAUMA

Application No.: 78837725 Filed: 03/15/2006
Registration No.: 3266431 Registered: 07/17/2007

SHINY SHEERS

Application No.: 78693487 Filed: 08/16/2005
Registration No.: 3269794 Registered: 07/24/2007

EXPERT EFFECT

Application No.: 78838787 Filed: 03/16/2006
Registration No.: 3272961 Registered: 07/31/2007

EXPERT EFFECT

Application No.: 78879862 Filed: 05/09/2006
Registration No.: 3272968 Registered: 07/31/2007

REVLON COLORIST

Application No.: 78609853 Filed: 04/15/2005
Registration No.: 3276797 Registered: 08/07/2007

COLOR LOCK

Application No.: 78628688 Filed: 05/12/2005
Registration No.: 3276859 Registered: 08/07/2007

COLORSILK ROOT PERFECT

Application No.: 78788378 Filed: 01/10/2006
Registration No.: 3277736 Registered: 08/07/2007

PROTANICAL

Application No.: 78837899 Filed: 03/15/2006
Registration No.: 3280925 Registered: 08/14/2007

LUXURIOUS COLOR

Application No.: 78740148 Filed: 10/25/2005
Registration No.: 3283778 Registered: 08/21/2007

LASH JEWELS

Application No.: 78774428 Filed: 12/15/2005
Registration No.: 3292020 Registered: 09/11/2007

MIDNIGHT SWIRL

Application No.: 78774451 Filed: 12/15/2005
Registration No.: 3292021 Registered: 09/11/2007

PINCH ME

Application No.: 78798807 Filed: 01/25/2006
Registration No.: 3292069 Registered: 09/11/2007

MOLTEN METAL

Application No.: 78774781 Filed: 12/16/2005
Registration No.: 3295386 Registered: 09/18/2007

SWEET NOTHINGS

Application No.: 78797924 Filed: 01/24/2006
Registration No.: 3295444 Registered: 09/18/2007

JUST BITTEN

Application No.: 78774408 Filed: 12/15/2005
Registration No.: 3299652 Registered: 09/25/2007

GOLDEN AFFAIR

Application No.: 78856924 Filed: 04/07/2006
Registration No.: 3299901 Registered: 09/25/2007

BOLD IMPACT

Application No.: 77025583 Filed: 10/20/2006
Registration No.: 3303290 Registered: 10/02/2007

3D EXTREME

Application No.: 78674269 Filed: 07/20/2005
Registration No.: 3320278 Registered: 10/23/2007

LUXURIOUS LENGTHS

Application No.: 78537607 Filed: 12/23/2004
Registration No.: 3336043 Registered: 11/13/2007

MAGNIFEYE

Application No.: 78466344 Filed: 08/12/2004
Registration No.: 3353272 Registered: 12/11/2007

FLAIR

Application No.: 78507694 Filed: 10/28/2004
Registration No.: 3357105 Registered: 12/18/2007