

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397824

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITICORP USA, INC.		09/07/2016	Corporation:
RECEIVING PARTY DATA			
Name:	Charles Revson Inc.		
Street Address:	One New York Plaza		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2029152	WONDERWEAR	
Registration Number:	2079718	GOING, GOING, GONE	
Registration Number:	2128930	PROCOLLAGEN	
Registration Number:	0994239	CIARA	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212.310.8104		
Email:	Juan.Arias@weil.com		
Correspondent Name:	Justina Chen		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
NAME OF SUBMITTER:	JUSTINA CHEN		
SIGNATURE:	/Justina Chen/		
DATE SIGNED:	09/08/2016		
Total Attachments: 5			
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NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARKS

WHEREAS, pursuant to the Trademark Security Agreements listed on Schedule I hereto, recorded at the Reel and Frame locations set forth on Schedule I hereto, Charles Revson Inc., a New York corporation (the "*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 the Grantor, mortgaged, pledged and hypothecated to Citicorp USA, Inc., as Collateral Agent (the "*Collateral Agent*"), and granted to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, all of the Grantor's right, title and interest in, to and under the following Collateral of the 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 II 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.

WHEREAS, pursuant to the Payoff Letter, dated as of September 7, 2016, by and among the Collateral Agent and Revlon Consumer Products Corporation, a Delaware corporation (the "*Company*"), the Company has requested and the Collateral Agent has agreed to procure, execute and deliver to the Company, at the expense of the Company, such documents confirming and carrying out the release and discharge of the Secured Parties' security interest in the Trademark Collateral; and

WHEREAS, the Collateral Agent wishes to provide a document suitable for recording in the United States Patent and Trademark Office for purposes of recording the release and discharge of its security interest in the Trademark Collateral.

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

1. Release. As of the date listed on the signature page hereto, the Collateral Agent hereby releases and discharges its lien on and security interest in the Trademark Collateral.

2. Further Assurances. The Collateral Agent hereby agrees, at the Company's expense, to execute such instruments and to take such other actions as the Company may reasonably request to terminate the Collateral Agent's security interest in the relevant Trademark Collateral.

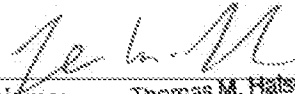
3. Governing Law. This Notice of Release of Security Interest in Trademarks shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

4. Definitions. Capitalized terms used herein and not defined shall have the respective meanings ascribed or ascribed by reference to such terms in the applicable Trademark Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Notice of Release of Security Interest in Trademarks to be duly executed as of this 7th day of September 2016.

CITICORP USA, INC.,
as Collateral Agent

By: 
Name: Thomas M. Halsch
Title: Vice President

[Signature Page to Notice of Release of Security Interest in Trademarks]

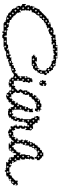
SCHEDULE I

Trademark Security Agreements

1. Trademark Security Agreement, dated as of July 9, 2004, by the Grantor in favor of the Collateral Agent, recorded in the United States Patent and Trademark Office on September 15, 2004 at Reel 2941, Frame 0184
2. Trademark Security Agreement, dated as of July 9, 2004, by the Grantor in favor of the Collateral Agent, recorded in the United States Patent and Trademark Office on September 20, 2004 at Reel 2943, Frame 0807.
3. Amended and Restated Trademark Security Agreement, dated as of December 20, 2006, by the Grantor in favor of the Collateral Agent, recorded in the United States Patent and Trademark Office on January 2, 2007 at Reel 3453, Frame 0262.
4. Second Amended and Restated Trademark Security Agreement, dated as of November 23, 2009, by the Grantor in favor of the Collateral Agent, recorded in the United States Patent and Trademark Office on December 7, 2009 at Reel 4109, Frame 0651.

SCHEDULE II

Trademarks

No.	Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner	Reel/Frame #s
1.	WONDERWEAR	74568827 01-SEP-1994	2029152 07-JAN-1997	Renewed in 2007	Charles Revson, Inc.	2941/0184 2943/0807 3453/0262 4109/0651
2.	GOING, GOING, GONE	74643090 06-MAR-1995	2079718 15-JUL-1997	Renewed in 2007	Charles Revson, Inc.	2941/0184 2943/0807 3453/0262 4109/0651
3.	PROCOLLAGEN	75227331 17-JAN-1997	2128930 13-JAN-1998	Renewed in 2008	Charles Revson, Inc.	2941/0184 2943/0807 3453/0262 4109/0651
4.	CIARA 	73008679 12-DEC-1973	0994239 01-OCT-1974	Renewed in 2014	Charles Revson, Inc.	2941/0184 2943/0807 3453/0262 4109/0651