

Form PTO-1595 (Rev. 03/01)

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Tab settings

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original documents or copy thereof.

1. Name of conveying party(ies): JPMorgan Chase Bank (formerly known as The Chase Manhattan Bank which was formerly known as Chemical Bank)

2. Name and address of receiving party(ies): Name: Revlon Consumer Products Corporation

Internal Address:

Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No

3. Nature of conveyance: [ ] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [X] Other Termination Release and Reassignment of Security Interests in Patents

Street Address: 237 Park Avenue

City: New York State: NY Zip: 10017

Additional name(s) & address(es) attached? [ ] Yes [X] No

Execution date: July 9, 2004

4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: A. Patent Application No.(s) B. Patent No.(s) 5143722, D385793, 6427700, 4887622, 5000356, 6143284, 5371089, 5602139, 5614407 Additional numbers attached? [ ] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Brielle Weisberg

6. Total number of applications and patents involved: 9 7. Total fee (37 CFR 3.41): \$ 360.00 [ ] Enclosed [X] Authorized to be charged to deposit account

Internal Address: Weil, Gotshal & Manges LLP 767 5th Avenue Street Address: City: New York State: NY Zip: 10153

8. Deposit account number: 230800 Change 360.00

(Attach duplicate copy of this page if paying by deposit account)

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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. Phyllis Eremitaggio July 9, 2004 Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and documents:

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

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**TERMINATION, RELEASE AND REASSIGNMENT  
OF SECURITY INTERESTS IN PATENTS**

This TERMINATION, RELEASE AND REASSIGNMENT OF SECURITY INTERESTS IN PATENTS (this "Release"), dated as of July 9, 2004, made by JPMORGAN CHASE BANK (formerly known as The Chase Manhattan Bank which was formerly known as Chemical Bank), a New York banking corporation, as administrative agent for the holders of the Bank Obligations pursuant to the Collateral Agency Agreement as defined in the Credit Agreement referred to below (in such capacity, the "Administrative Agent") in favor of REVLON CONSUMER PRODUCTS CORPORATION, a Delaware corporation (the "Company"). Unless otherwise defined herein, capitalized terms which are used herein and are defined in the Credit Agreement and the Patent Security Agreement described below are used herein as therein defined.

**WITNESSETH:**

WHEREAS, the JPMorgan Chase Bank, in its capacity as administrative agent for the Lenders described below (in such capacity, the "Agent") is party to the Credit Agreement, dated as of February 28, 1995, as amended by the Amended and Restated Credit Agreement dated as of May 30, 1997, and as further amended by the Amended and Restated Credit Agreement dated as of November 30, 2001 (as heretofore amended, supplemented or otherwise modified, the "Credit Agreement"), among the Company, the Borrowing Subsidiaries from time to time parties thereto, the several Lenders from time to time parties thereto, the Co-Agents named therein, Documentation Agent named therein, the Syndication Agent named therein, the Arranger named therein, and the Agent;

WHEREAS, pursuant to the Company Security Agreement, dated as of February 28, 1995 (as amended by the Amended and Restated Security Agreement, dated as of May 30, 1997 and as further amended by the Consent and Confirmation, dated as of November 30, 2001 (the "Consent and Confirmation"), among the Company, the Domestic Subsidiaries of the Company party thereto and the Agent, and as otherwise heretofore amended, supplemented and otherwise modified, the "Company Security Agreement"), the Company granted in favor of the Administrative Agent a security interest in, among other things, certain inventory, trademarks, patents, copyrights, contract rights and general intangibles of the Company;

WHEREAS, pursuant to the Company Patent Security Agreement, dated as of February 28, 1995 (as amended by the Consent and Confirmation and as otherwise heretofore amended, supplemented and otherwise modified, the "Patent Security Agreement"), between the Company and the Administrative Agent, the Company granted to the Administrative Agent, a security interest in the Patent Collateral (as that term is defined in the Company Security Agreement and the Patent Security Agreement) whether then owned or thereafter acquired, including, but not limited to, the Patents listed on Schedule I to this Release, and the Patent Licenses listed on Schedule II to this Release;

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WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office as of March 10, 1995, at Reel 7377, Frames 456-475;

WHEREAS, the Company executed and delivered various supplements to the Patent Security Agreement in favor of the Administrative Agent (the "Supplements"), including, but not limited to those Supplements which were recorded with the United States Patent and Trademark Office against the Patents listed on Schedule I to this Release as set forth below:

<u>Recorded (As of)</u>	<u>Reel</u>	<u>Frame</u>
August 24, 1995	7615	956
February 13, 1996	7813	835
October 29, 1996	8186	838
February 13, 1997	8341	010
April 23, 1998	9109	030
September 16, 1998	9479	402
March 26, 1999	9845	572
September 20, 1999	10242	735
February 25, 2000	10594	361
September 21, 2000	11221	527
March 29, 2001	11682	375
September 13, 2001	12182	926
November 21, 2001	12312	431
July 26, 2002	13114	773
October 31, 2002	13425	699
February 13, 2003	13744	992
May 2, 2003	14008	870
July 25, 2003	14303	517
October 31, 2003	14633	778
April 8, 2004	14506	145
May 12, 2004	14615	962
May 26, 2004	14672	392;

WHEREAS, the Credit Agreement Obligations (as defined in the Collateral Agency Agreement) have been Fully Satisfied, and the Company has requested that the Administrative Agent terminate the Company Security Agreement (as it pertains to the Patent Collateral) and the Patent Security Agreement, and release its security interest in and lien on the Patent Collateral of the Company, and reassign the same to the Company;

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. Full and Complete Release of Security Interests in Patent Collateral. (a) The Administrative Agent, on behalf of the holders of the Bank Obligations, without the need for further action by the Administrative Agent or the holders of the Bank

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Obligations, does hereby release and discharge fully its security interest, if any, and reassigns to the Company any and all such rights, title and interest which the Administrative Agent holds, if any, in and to the following:

(i) all of the Company's patents, patent applications and patentable inventions, including without limitation, each patent and patent application listed on Schedule I attached hereto and made a part hereof, and including without limitation, (1) all inventions and improvements described and claimed therein, (2) the right to sue or otherwise recover for any misappropriations thereof, (3) 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 (4) all rights corresponding thereto throughout the United States and all reissues, divisions, continuations, continuation-in-parts, substitutes, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever accruing thereunder or pertaining thereto;

(ii) all of the Company's license agreements with any other Person in connection with any of the Patents of the Company, or such other Person's patents or patent applications, whether the Company is a licensor or licensee under any such license agreement, including, without limitation, the Patent Licenses identified on Schedule II attached hereto and made a part hereof; and

(iii) to the extent not otherwise included, all Proceeds of the Patents and Patent Licenses identified on Schedules I and II attached hereto and hereof and made a part hereof.

2. Termination of Agreements. The parties hereto do hereby cancel and terminate the Company Security Agreement (as it pertains to the Patent Collateral) and the Patent Security Agreement, and all rights and obligations of the parties thereunder.

3. Release by the Company. The Company acknowledges and agrees that, in the absence of the Administrative Agent's, the Agent's, the Co-Agents', the Documentation Agent's, the Syndication Agent's, the Arranger's or any Lender's gross negligence or willful misconduct, it releases the Administrative Agent, the Agent, the Co-Agents, the Documentation Agent, the Syndication Agent, the Arranger, and each Lender from any claim, cause of action or liability at any time arising out of or with respect to this Release and the transactions contemplated hereby.

4. No Representation by the Administrative Agent. The releases and reassignment granted by the Administrative Agent pursuant hereto are made without representation, warranty or recourse, express or implied.

5. Further Assurances. The Administrative Agent hereby agrees to take such further action (at the sole expense of the Company) as the Company reasonably deems necessary and may request to reflect and evidence the releases contemplated hereby, including without limitation, executing and delivering appropriate Uniform Commercial Code releases.

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termination statements, documents and instruments for filing in the appropriate jurisdictions as well as any releases that may be necessary to file in the United States Patent and Trademark Office; it being understood that the Company (but not the Administrative Agent) shall, to the extent that the Company desires such Uniform Commercial Code releases, termination statements, documents and instruments and other filings with the United States Patent and Trademark Office be made, cause all necessary lien searches to be performed (at their sole cost and expense), prepare all necessary Uniform Commercial Code releases and other filings deemed necessary and reasonable by the Company and submit the same to the Administrative Agent's counsel for review and approval, which approval shall not be unreasonably withheld. The Administrative Agent, on behalf of the holders of the Bank Obligations, hereby authorizes the filing and recording of the foregoing release documents and termination statements executed by the parties.

6. Fees and Expenses. The Company shall pay the reasonable fees and expenses incurred by the Administrative Agent in connection with the preparation, execution and delivery of this Release and any other documents or instruments executed in connection therewith (including without limitation, reasonable fees and disbursements of counsel).

7. GOVERNING LAW. THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[signature page follows]

## SCHEDULE I

PATENTS AND PATENT APPLICATIONS FOR  
REVLON CONSUMER PRODUCTS CORPORATION

## A. PATENT APPLICATIONS

Patent	Application No.	Filing Date
Cosmetic Compositions	09/765,703	1/22/01
Article For Storing and Dispensing Cosmetic Product	09/810,136	3/16/01
Nail Enamel Compositions, Related Methods, and a Two Component Kit for Painting the Nails	09/843,000	4/26/01
Brush for Applying Liquid Cosmetic Products	09/571,941	5/16/00
Method for Improving Properties of Transfer Resistant Lip Compositions	10/066,005	1/31/02
Long Wearing Emulsion Compositions for Making up Eyes and Skin	09/866,960	5/29/01
Cosmetic Compositions Containing Meadowsweet Extract and Methods for Treating Skin	10/117,632	4/5/02
Cosmetic Compositions Containing Extract of Clover	10/190,796	7/8/02
Cosmetic Compositions for Treating Keratinous Surfaces	10/190,804	7/8/02
Cosmetic Applicator and Storage Container	10/270,915	10/15/02
Methods, Compositions, and Kits for Coloring Hair	10/271,085	10/15/02
Hair Color Compositions and Methods for Coloring Hair	10/238,704	9/10/02
Packaged Hair Color Compositions and Method for Coloring Hair	10/238,670	9/10/02
Container for Storing and Dispensing Flowable Products	10/238,671	9/10/02
Packaged Solvent Containing Cosmetic Compositions	10/245,138	9/16/02
Method for Improving Integrity of Cosmetic Films	10/253,957	9/24/02
Cosmetic Compositions Containing Organic Oil and Silicone Mixture	10/228,890	8/27/02
Cosmetic Compositions Containing Organic Oil and Silicone Mixture	10/269,758	10/11/02

Patent	Application No.	Filing Date
Cosmetic Stick Compositions With Improved Application	10/065,969	12/5/02
Tamper Resistant Cosmetic Stick Container	10/361,295	2/10/03
Nail Enamel Compositions and Methods	10/770,068	2/2/04
Cosmetic Compositions Containing Phenyl Silicones	10/358,868	2/5/03
Method and Compositions for Providing Natural Appearing Hair Color	10/360,699	2/6/03
Cosmetic Compositions Containing Rooibos Tea Extract	10/361,294	2/7/03
Cosmetic Compositions Containing Siloxane Resins	10/364,245	2/11/03
Cosmetic Compositions Containing Composite Siloxane Resins	10/367,301	2/11/03
Long Wearing Cosmetic Compositions	10/389,358	3/14/03
Cosmetic Compositions	10/389,359	3/14/03
Cosmetic Stick Compositions Containing Polyolefin Elastomers	10/383,341	3/10/03
Cosmetic Compositions With Film Forming Polymer	10/923,624	4/26/03
Methods, Compositions, and Kit for Coloring Hair	10/454,405	6/4/03
Cosmetic Compositions	60/479,558	6/18/03
Long Wearing Cosmetic Compositions	10/637,459	8/8/03
Cosmetic Compositions Containing Keratinization Modulators and Methods for Improving Keratinous Surfaces	09/879,708	6/12/01
Dispenser for Fluid Materials	10/941,651	8/15/03
Cosmetic Compositions Containing First and Second Film Forming Polymers	10/692,663	10/24/03
Stabilized Aqueous Acidic Antiperspirant Compositions and Related Methods	10/703,369	11/7/03
Cosmetic Compositions Containing Cross-Linkable Polymers	10/704,074	11/7/03
Long Wearing Composition for Making Up Eyes, Skin & Lips	10/703,249	11/7/03
Methods, Compositions, and Kit for Coloring Hair	60/519,175	11/12/03
Compositions for Treating Keratinous	60/526,128	12/1/03

Patent	Application No.	Filing Date
Surfaces		
Methods and Compositions for Coloring Hair	60/528,746	12/11/03
Cosmetic Compositions With Silicone Resin Polymer	10/784,501	2/23/04
Packaged Cosmetic Compositions Containing Styrene Polymers	60/565,431	4/26/04
Cosmetic Compositions Containing Interpenetrating Polymer Network	NA	5/3/04
Cosmetic Compositions Containing Certain Film Forming Polymers	NA	6/8/04
Cosmetic Applicator	29/169,160	10/15/02



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IN WITNESS WHEREOF, the parties have caused this Release to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

JPMORGAN CHASE BANK, as  
Administrative Agent

By: Neil R. Boylan  
Name:  
Title: Neil R. Boylan  
Managing Director

REVLON CONSUMER PRODUCTS  
CORPORATION

By: Mic F  
Name:  
Title:

Packaged Hair Color Compositions and Method for Coloring Hair	10/238,670	9/10/02
Container for Storing and Dispensing Flowable Products	10/238,671	9/10/02
Packaged Solvent Containing Cosmetic Compositions	10/245,138	9/16/02
Method for Improving Integrity of Cosmetic Films	10/253,957	9/24/02
Cosmetic Compositions Containing Organic Oil and Silicone Mixture	10/228,890	8/27/02
Cosmetic Compositions Containing Organic Oil and Silicone Mixture	10/269,758	10/11/02