

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Revlon Consumer Products Corporation	01/18/2005

RECEIVING PARTY DATA

Name:	Citicorp USA, Inc. as Collateral Agent
Street Address:	388 Greenwich Street, 19th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013

PROPERTY NUMBERS Total: 16

Property Type	Number
Patent Number:	6835018
Patent Number:	6780422
Patent Number:	6427700
Application Number:	60479558
Application Number:	60519175
Application Number:	60526128
Application Number:	60528746
Application Number:	10914571
Application Number:	10889922
Application Number:	10951118
Application Number:	10955050
Application Number:	10955076
Application Number:	60622825
Application Number:	10960557
Application Number:	11010725

CH \$640.00 6835018

Application Number:

11017278

CORRESPONDENCE DATA

Fax Number: (212)310-8007

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

Email: andrew.yoon@weil.com, phyllis.eremitaggio@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

NAME OF SUBMITTER:

Andrew Yoon

Total Attachments: 5

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PATENT SECURITY AGREEMENT, dated as of this 18th day of January 2005, by Revlon Consumer Products Corporation ("Company" or "Grantor"), in favor of Citicorp USA, Inc. ("Citicorp"), as collateral agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant 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 "Credit Agreement"), among Grantor, certain of its subsidiaries, as Local Borrowing Subsidiaries, the Lenders and Issuing Lenders party thereto and Citicorp, as administrative agent for the Multi-Currency Lenders and Issuing Lenders, Citicorp, as administrative agent for the Term Loan Lenders, and the Collateral Agent, the Lenders and the Issuing Lenders have severally agreed to make extensions of credit to the Company upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is a party to a Pledge and Security Agreement dated July 9, 2004 in favor of the Collateral Agent (the "Security Agreement") pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuing Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders and the Issuing 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 Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral

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 "Patent Collateral"):

- (a) all of its Patents and Patent Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all reissues, continuations or continuations-in-part of the foregoing; and
- (c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent licensed under any Patent License.

Section 3. Security Agreement

The security interests granted pursuant to this Patent Security Agreement are 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 Patent 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.

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours



Michael T. Sheehan
Vice President and Assistant General Counsel
Assistant Secretary
Revlon Consumer Products Corporation
as *Grantor*

ACCEPTED AND AGREED
as of the date first above written:

CITICORP USA, INC.,
as *Collateral Agent*

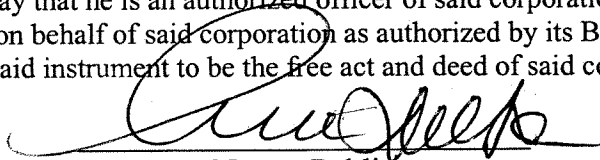
By: 

Name: **WILLIAM WASHBURN**
Title: **Vice President**

ACKNOWLEDGMENT OF GRANTOR

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

On this 18th day of January, 2005 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 Revlon Consumer Products Corporation, 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

A. NAMARIE DELLA FAVE
Notary Public, State of New York
No. 01DE4868019
Qualified in New York County
Commission Expires Aug. 25, 2006

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations (during period from July 9, 2004 through December 31, 2004)

REGISTERED PATENTS

<u>Docket</u>	<u>Patent No.</u>	<u>Grant Date</u>	<u>Title</u>
01-20-II	6,835,018	12/28/04	Packaged Hair Color Compositions and Method for Coloring Hair
94-18d7	6,780,422	8/24/04	Cosmetic Compositions
99-41	6,427,700 10/419,746	8/6/02 4/22/04	Mascara Brush, Container & Method Reissue

PATENT APPLICATIONS FILED

<u>Docket</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
03-9	60/479,558 10/860,168	6/18/03 6/3/04	Cosmetic Compositions
03-22	60/519,175 10/983,368	11/12/03 11/9/04	Methods, Compositions, and Kit for Coloring For Coloring Hair
03-21	60/526,128 10/992,251	12/1/03 11/18/04	Compositions for Treating Keratinous Surfaces
02-15	60/528,746 11/006,435	12/11/03 12/7/04	Methods and Compositions for Coloring Hair
04-12	10/914,571	7/12/04	Packaged Cosmetic Compositions and Related Methods
01-18 div 1	10/889,922	7/13/04	Methods, Compositions, and Kits for Coloring Hair
04-10	10/914,571	8/9/04	Tweezer, Kit, Method, and Package
01-20-IIId2	10/951,118	9/27/04	Packaged Hair Color Composition and Method For Coloring Hair
04-15	10/955,050	9/30/04	Cosmetic Compositions Containing Amphiphilic Silicone Resin Emulsifier

PATENT APPLICATIONS FILED

<u>Docket</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
04-18	10/955,076	9/30/04	Color Cosmetic Compositions
04-24	60/622,825	10/27/04	Color Cosmetic Compositions
03-23	10/960,557	10/7/04	Cosmetic Compositions With Montmorillonite Stabilizing Agent
04-27	11/010,725	12/13/04	Cosmetic Compositions Containing High Very High Viscosity Silicone Gum
04-28	11/017,278	12/20/04	Antiperspirant/Deodorant Compositions and Methods

PATENT LICENSES

Corporate Website License Agreement between Revlon Consumer Products Corporation and Acacia Media Technologies Corporation, effective July 1, 2004, signed July 19, and 22, 2004; granting Revlon a worldwide license to Acacia patents on streaming audio and video technology from internet websites.

PATENT

RECORDED: 03/08/2005

REEL: 015740 FRAME: 0736