

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	07/11/2005

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: 21

Property Type	Number
Patent Number:	6908621
Patent Number:	6896877
Application Number:	11052183
Application Number:	11053615
Application Number:	60651741
Application Number:	11068364
Application Number:	11073912
Application Number:	60681619
Application Number:	60684766
Application Number:	60686208
Application Number:	60688529
Application Number:	11516294
Application Number:	60694180
Application Number:	11172537
Application Number:	29223317

CH \$840.00 6908621

Application Number:	29223316
Application Number:	29223995
Application Number:	29223988
Application Number:	29225384
Application Number:	29224909
Application Number:	29232440

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 LLP 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

source=revlon-citicorp pat sec#page1.tif

source=revlon-citicorp pat sec#page2.tif

source=revlon-citicorp pat sec#page3.tif

source=revlon-citicorp pat sec#page4.tif

source=revlon-citicorp pat sec#page5.tif

PATENT SECURITY AGREEMENT, dated as of this 11th day of July 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,

Revlon Consumer Products Corporation
as *Grantor*



Michael T. Sheehan
Vice President and Assistant General Counsel
Assistant Secretary

ACCEPTED AND AGREED
as of the date first above written:

CITICORP USA, INC.,
as *Collateral Agent*

By: 

Name:

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

**SCHEDULE I
TO
PATENT SECURITY AGREEMENT**

Patent Registrations (during period from January 1, 2005 through June 30, 2005)

REGISTERED PATENTS

<u>Docket</u>	<u>Patent No.</u>	<u>Grant Date</u>	<u>Title</u>
98-20B	6,908,621	6/21/05	Cosmetic Compositions Containing Organic Oil and Silicone Mixture
97-30 div 2	6,896,877	5/24/05	Cosmetic Compositions Containing Cross Linkable Polymers

PATENT APPLICATIONS FILED

<u>Docket</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
04-30	11/052,183	2/7/05	Skin Smoothing Implement
05-4	11/053,615	2/8/05	Tweezer
04-29	60/651,741	2/10/05	Skin Removing Implement
05-2	11/068,364	2/28/05	Manicure and Pedicure File
05-1	11/073,912	3/7/05	Device for Smoothing Keratinous Surfaces
05-13	60/681,619	5/17/05	Method for Improving Skin Radiance and Luminosity
05-14	60/684,766	5/26/05	Method and Compositions for Bleaching Hair
04-2	60/686,208	6/1/05	Cosmetic Compositions With Moringa Seed Extract
05-19	60/688,529	6/8/05	Method and Display for Selling Cosmetic Products
05-10	11/156,294	6/17/05	Applicator for Hair Products

05-22	60/694,180	6/27/05	Method and Display for Merchandising Cosmetic Products
05-11A	11/172,537	6/30/05	Method and Kit for Applying Lowlights to Hair
05-D-1	29/223,317	2/7/05	Skin Smoothing Implement
05-D-2	29/223,316	2/7/05	Skin Buffing Implement
05-D-3	29/223,995	2/8/05	Tweezer
05-D-4	29/223,988	2/10/05	Skin Removing Implement
05-D-5	29/225,384	2/28/05	Curved File
05-D-6	29/224,909	3/7/05	Device for Smoothing Keratinous Surfaces
05-D-7	29/232,440	6/17/05	Cosmetic Applicator