

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Revlon Consumer Products Corporation	01/31/2010
RECEIVING PARTY DATA	
Name:	Citicorp USA, Inc.
Street Address:	390 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	7566348
Patent Number:	D599499
Application Number:	12593019
Application Number:	29340471
CORRESPONDENCE DATA	
Fax Number:	(212)310-8007
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2123108000
Email:	josh.vandeurzen@weil.com, suzanne.inglis@weil.com
Correspondent Name:	Josh Van Deurzen
Address Line 1:	Weil, Gotshal & Manges LLP
Address Line 2:	767 Fifth Avenue
Address Line 4:	New York, NEW YORK 10153
ATTORNEY DOCKET NUMBER:	35899.0185.JVD
NAME OF SUBMITTER:	Josh Van Deurzen

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REEL: 023937 FRAME: 0511

Total Attachments: 7

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PATENT SECURITY AGREEMENT, dated as of January 31, 2010 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 and Indenture 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 such agreement has been or may be amended, restated, supplemented, renewed or otherwise modified from time to time, together with any other agreements pursuant to which any such Indebtedness or any commitments, obligations, costs, expenses, fees, reimbursements, indemnities or other obligations payable or owing thereunder may be refinanced, restructured, renewed, extended, increased, refunded or replaced, the "Multi-Currency 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 such agreement has been or may be amended, restated, supplemented, renewed or otherwise modified from time to time, together with any other agreements pursuant to which any such Indebtedness or any commitments, obligations, costs, expenses, fees, reimbursements, indemnities or other obligations payable or owing thereunder may be refinanced, restructured, renewed, extended, increased, refunded or replaced, the "Term Loan Agreement", and together with the Multi-Currency Credit Agreement, the "Credit Agreements");

WHEREAS, the Company, certain of its subsidiaries and Revlon, Inc., as guarantors, and U.S. Bank National Association, as trustee (the "Noteholder Representative"), are parties to the Indenture, dated as of November 23, 2009 (as such agreement may be amended, restated, supplemented, renewed or otherwise modified from time to time, together with any other agreements pursuant to which any such Indebtedness or any commitments, obligations, costs, expenses, fees, reimbursements, indemnities or other obligations payable or owing thereunder may be refinanced, restructured, renewed, extended, increased, refunded or replaced, the "Indenture");

WHEREAS, all the Grantors are party to a Second Amended and Restated Pledge and Security Agreement, dated as of November 23, 2009, 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 Patent 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 Noteholder Representative to enter into the Indenture, 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 Patent 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 (as defined in the Security Agreement) of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties (as defined in the Security Agreement), 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 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 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

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:
Title:

IN WITNESS WHEREOF, each 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.

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:

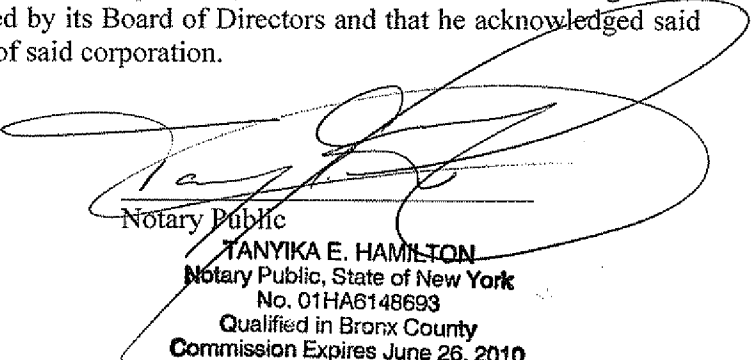
Title:

Brendan Mackay
Vice President

ACKNOWLEDGMENT OF GRANTOR

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

On this 28th day of January, 2010 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 Michael T. Sheehan, 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

TANYIKA E. HAMILTON
Notary Public, State of New York
No. 01HA6148693
Qualified in Bronx County
Commission Expires June 26, 2010

**SCHEDULE I
TO
PATENT SECURITY AGREEMENT**

Patent Registrations

- A. REGISTERED PATENTS
- B. PATENT APPLICATIONS
- C. PATENT LICENSES--Include complete legal description of agreement (name of agreement, parties and date)

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Period from July 1, 2009 through December 31, 2009

A. REGISTERED PATENTS US

Docket	Patent	Date	Application	Priority	Product
04-25	7,566,348	7/28/09	11341244	01/26/06	Hair Color
08-03	D599,499	9/1/09	29325930	10/08/08	Pedicure Tool

B. ISSUED PATENTS FOREIGN

Docket	Patent	Date	Application	Priority	Product
94-18	2,161,285	12/01/09	2161285	10/24/95	cosmetic

C. FILED APPLICATIONS

Docket	Date	Application	Priority	Product
05/17/1	9/25/09	12/593,019	03/27/07	AP/DO
08-03/D1	7/20/09	29340471	10/08/08	Pedicure Tool

D. PATENT LICENSE

None for this period