

PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Third Amended and Restated Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Revlon Consumer Products Corporation	07/30/2010
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: 17	
Property Type	Number
Patent Number:	6171581
Patent Number:	6214329
Patent Number:	6967024
Patent Number:	6299890
Patent Number:	5800816
Patent Number:	7005134
Patent Number:	7160550
Patent Number:	5968112
Patent Number:	5911974
Patent Number:	5985298
Patent Number:	6464964
Patent Number:	6274152
Patent Number:	6562322
Patent Number:	6780422
Patent Number:	5989533

501309012

PATENT  
REEL: 025077 FRAME: 0857

CH \$680.00 6171581

Patent Number:	6139880
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Patent Number:	6033651
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**CORRESPONDENCE DATA**

Fax Number: (212)310-8007

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

Phone: 212.310.8000

Email: vindra.richter@weil.com, suzanne.inglis@weil.com

Correspondent Name: Vindra Richter/si

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Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	35899.0185.R.ENAYATI.SI
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NAME OF SUBMITTER:	Vindra Richter
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**Total Attachments: 9**

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**THIRD AMENDED AND RESTATED PATENT SECURITY AGREEMENT**, dated as of July 30, 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 Second Amended and Restated Revolving Credit Agreement, dated as of March 11, 2010 (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"), and the Collateral Agent (together with the Administrative Agents, the "Agents"), are parties to the Second Amended and Restated Term Loan Agreement, dated as of March 11, 2010 (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 Third Amended and Restated Pledge and Security Agreement, dated as of March 11, 2010, 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 Sheehan  
Title: SVP, Deputy General Counsel and  
Assistant Secretary

ACCEPTED AND AGREED  
as of the date first above written:

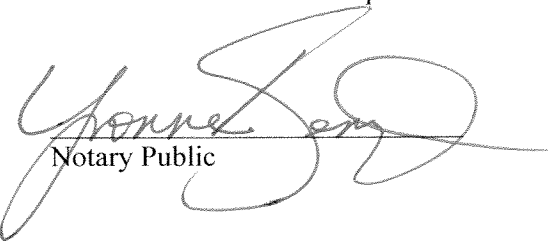
CITICORP USA, INC.,  
*as Collateral Agent*

By: \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGMENT OF GRANTOR

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

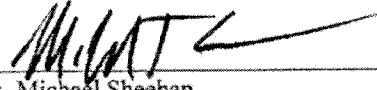
On this 30th day of July, 2010 before me personally appeared Michael T. Sheehan, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Revlon Consumer Products Corporation, who being by me duly sworn did depose and say that he is an authorized 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

**YVONNE KENNEDY  
NOTARY PUBLIC STATE OF NEW YORK  
NO. 01KE4615114  
QUALIFIED IN QUEENS COUNTY  
CERT. FILED IN NEW YORK COUNTY  
COMMISSION EXPIRES ON FEB 29, 2014**

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 Sheehan  
Title: SVP, Deputy General Counsel and  
Assistant Secretary

ACCEPTED AND AGREED  
as of the date first above written:

CITICORP USA, INC.,  
*as Collateral Agent*

By:   
Name: MICHAEL SMOLOW  
Title: Vice President

**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 JANUARY 1, 2010 through July 30, 2010

A. REGISTERED PATENTS US

Docket	Patent	Date	Application	Priority	Product
98-51	6,171,581	01/09/01	09314216	05/19/99	antiperspirant
99-6	6,214,329	04/10/01	09326458	06/07/99	mascara
01-02D1	6,967,024	11/22/05	10703249	11/10/03	lipstick

B. FILED APPLICATIONS

None for this period

C. PATENT LICENSE

None for this period

SCHEDULE 5B to  
Pledge and Security Agreement

MATERIAL INTELLECTUAL PROPERTY

**Trademarks**

Registrations in the United States Patent and Trademark Office for:

Revlon in the U.S. (taken as a whole)  
Almay in the U.S. (taken as a whole)  
Mitchum in the U.S. (taken as a whole)  
Colorstay in the U.S. (taken as a whole)  
Colorsilk in the U.S. (taken as a whole)

**Patents**

<b><u>Dockets</u></b>	<b><u>Patent No.</u></b>	<b><u>Grant Date</u></b>	<b><u>Title</u></b>	<b><u>Jurisdiction</u></b>
99-36	6,299,890	10/09/01	Makeup Compositions	U.S.
94-18	5,800,816	09/01/98	Cosmetic Compositions	U.S.
	7,005,134	02/28/06		
	7,160,550	01/09/07		
	5,965,112	10/12/99		
	5,911,974	06/15/99		
	5,985,298	11/16/99		
	6,464,964	06/16/99		
	6,274,152	08/14/01		
	6,562,322	05/13/03		
	6,780,422	08/24/04		
97-4	5,989,533	11/23/99	Hair Conditioning Compositions Containing X or B Hydroxy Acid Esters	U.S.

98-16	6,139,880 6,033,651	10/31/00 03/07/00	Gel Cosmetic Composition	U.S.
98-51	6,171,581	01/09/01	Water & Oil Emulsion Solid Antiperspirant/ Deodorant Composition	U.S.

**Copyrights**

None