

07-10-1998

TO 1894
Rev. 8-93
OMB No. 0651-0011 (exp. 4/94)



COVER SHEET ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

100759782

To the Honorable Commissioner of Patents and Trademarks: please record the attached original documents or copy thereof.

MED 6-16-98

1. Name of conveying party(ies):

THE CHASE MANHATTAN BANK

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: February 27, 1998

2. Name and address of receiving party(ies):

Name: REVLON CONSUMER PRODUCTS CORPORATION

Internal Address:

Street Address: 625 Madison Avenue

City: NY State: NY Zip: 10022

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,262,788 CHAZ

Additional numbers attached? Yes No

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

Name: Alexandra Thiery
 Internal Address: Revlon Law Department
 Street Address: 625 Madison Avenue
 New York, New York 10022
 City: State: Zip:

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41):.....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

18-1075

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

07/09/1998 TTOM11 00000294 181075 1262788

DO NOT USE THIS SPACE

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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.

Alexandra Thiery
Name of Person Signing

Signature

Date 6/16/98

Total number of pages including cover sheet, attachments, and document:

9

**RELEASE OF SECURITY INTEREST IN
TRADEMARK AND TRADEMARK REGISTRATION**

RELEASE, dated as of February 27, 1998, made by THE CHASE MANHATTAN BANK, as administrative agent (in such capacity, the "Administrative Agent"), in favor of REVLON CONSUMER PRODUCTS CORPORATION (the "Grantor").

WITNESSETH:

WHEREAS, the Grantor is a party to the Credit Agreement, dated as of February 28, 1995 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the Borrowing Subsidiaries from time to time parties thereto, the banks and other financial institutions from time to time parties thereto (the "Lenders"), the Co-Agents named therein (in such capacities, the "Co-Agents"), the Managing Agents named therein (in such capacities, the "Managing Agents"), Chase Securities Inc., as syndication agent (in such capacity, the "Syndication Agent"), Citibank, N.A., as documentation agent (in such capacity, the "Documentation Agent"), and the Administrative Agent;

WHEREAS, the Grantor has granted to the Administrative Agent a first priority, perfected security interest in the Trademark and trademark registration described on Schedule I hereto (the "Trademark Collateral") pursuant to (a) the Company Security Agreement, dated as of February 28, 1995 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), made by the Grantor in favor of the Administrative Agent and (b) the Company Trademark Security Agreement, dated as of February 28, 1995 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"; collectively with the Security Agreement, the "Agreements"), made by the Grantor in favor of the Administrative Agent;

WHEREAS, The Company Security Agreement has been recorded in the United States Patent and Trademark Office at **REEL 1319, FRAMES 001-067** and the specific trademark to be released appears at **FRAME 011**;

WHEREAS, the Grantor has requested that the Administrative Agent release its security interest in the Trademark Collateral in order to permit the sale thereof in accordance with the terms of the Credit Agreement and the Agreements;

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent does hereby agree as follows:

1. Defined Terms. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreements.

2. Release of Security Interest. (a) The Administrative Agent hereby releases its security interest in the Trademark Collateral, together with the goodwill of the business symbolized by the Trademark Collateral, and any right, title, and interest of the Administrative Agent in the Trademark Collateral shall hereby cease and terminate. All releases, discharges, assignments and transfers made pursuant hereto shall be made without representation, warranty or recourse, express or implied, by the Administrative Agent, the Syndication Agent, the Documentation Agent, any Co-Agent, any Managing Agent or any Lender.

(b) Notwithstanding the foregoing, nothing contained herein shall impair any security interests held by the Administrative Agent in any Trademarks or other Collateral not constituting Trademark Collateral thereunder which has been granted pursuant to the Agreements (including, without limitation, any security interest in the proceeds of the Trademark Collateral).

3. Further Assurances. The Administrative Agent hereby agrees to execute such instruments, to take such other actions and to give such further assurances as the Grantor reasonably may request to terminate any security interest in the Trademark Collateral, and otherwise to effectuate the release of the Trademark Collateral from the lien of such security interest.

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

IN WITNESS WHEREOF, the Administrative Agent on behalf of the Lenders has caused this Release to be duly executed by its officer thereunto duly authorized as of the date first written above.

THE CHASE MANHATTAN BANK,
as Administrative Agent

By: *Nell R. Boylan*
Title: **Nell R. Boylan
Vice President**

ELSA V. GRIFFITH
Notary Public, State of New York
No. 01GR4838119
Qualified in Kings County
Commission Expires March 30, 99

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SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN
TRADEMARK AND TRADEMARK REGISTRATION

CHAZ
U.S. Registration Number: 1,262,788
Registered: January 03, 1984
Serial Number: 351,515

84040-1

RECORDED: 06/16/1998

TRADEMARK
REEL: 1750 FRAME: 0971