

10-09-1998

Form PTO 1594  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commission

100846808

ached original documents or copy thereof.

1. Name of conveying party(ies):  
**THE CHASE MANHATTAN BANK**

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

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

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

**RECEIVED**  
1998 OCT -2 PM 2: 20  
Name: **Revlon Consumer Products Corporation**  
Internal Address: **CPR/FINANCE**  
Street Address: **625 Madison Avenue**  
City: **New York** State: **New York** 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

3. Nature of conveyance:

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

Execution Date: **September 30, 1998**

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

A. Trademark Application No.(s)  
**75-389295**

B. Trademark Registration No.(s)

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**

City: **New York** State: **New York** Zip: **10022**

10/06/1998 DNGUYEN 00000180 181075 75389295

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6. Total number of application 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)

DO NOT USE THIS SPACE

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 Alexandra Thiery Signature

Date: **October 1, 1998**

Total number of pages including cover sheet, attachments, and document: **10**

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

**TRADEMARK**  
**REEL: 1797 FRAME: 0043**

MRS 10-2-98

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

RELEASE, dated as of September 30, 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").

**W I T N E S S E T H:**

WHEREAS, the Grantor is a party to the Credit Agreement, dated as of May 30, 1997 (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 May 30, 1997 (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 Trademark Security Agreement has been recorded on March 30, 1998 in the United States Patent and Trademark Office at Reel 1706 Frame 0057;

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: Neil R. Boylan  
Title: **Neil R. Boylan**  
**Vice President**

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

EASY CLIP

Application Serial No. 75-389295


Filing Date: November 13, 1997

STATE OF NEW YORK )

: SS.:

COUNTY OF NEW YORK )

On the 17<sup>th</sup> day of September, 1998, before me personally came Neil R. Boylan, to me personally known and known to me to be the person described in and who executed the foregoing instrument as Vice President of The Chase Manhattan Bank, who being by me duly sworn, did depose and say that he resides at New York, New York; that he is Vice President of The Chase Manhattan Bank, the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

  
 \_\_\_\_\_  
 Notary Public

[Seal]

My commission expires:

\_\_\_\_\_

DERRICK A. LOVETT  
 Notary Public, State of New York  
 No. 24-4948162  
 Qualified in Kings County  
 Commission Expires Jan. 27 1999