

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citicorp USA, Inc.		10/08/2004	CORPORATION:
RECEIVING PARTY DATA			
Name:	Revlon Consumer Products Corporation		
Street Address:	237 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1518620	TROUBLE	
CORRESPONDENCE DATA			
Fax Number:	(212)536-3901		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	nytrademarks@kl.com		
Correspondent Name:	Mark I. Peroff		
Address Line 1:	599 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Catherine R. Keenan		
Signature:	/catherine r. keenan/		
Date:	12/23/2004		

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Total Attachments: 5
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**RELEASE OF SECURITY INTEREST IN
TRADEMARK AND TRADEMARK REGISTRATION**

RELEASE, dated as of October 8, 2004, made by CITICORP USA, Inc. (the "Agent"), as collateral agent for the Secured Parties (as defined in the Credit Agreement referred to below), in favor of REVLON CONSUMER PRODUCTS CORPORATION (the "Grantor").

WITNESSETH:

WHEREAS, the Grantor is a party to the Credit Agreement, dated as of July 9, 2004 (as the same may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, certain of its subsidiaries, as local borrowing subsidiaries, the lenders and issuing lenders party thereto, the Agent, as administrative agent for the Multi-Currency Lenders and Issuing Lenders, the Agent, as administrative agent for the Term Loan Lenders, and the Agent, as the Collateral Agent;

WHEREAS, the Grantor has granted to the Agent a security interest (the "Security Interest") in the Trademark and Trademark Registration in the United States described on Schedule I attached hereto (the "Trademark Collateral") pursuant to the Pledge and Security Agreement, dated as of July 9, 2004 (as the same may be amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Revlon, Inc., the Grantor and each other grantor from time to time party thereto and the Agent, as Collateral Agent;

WHEREAS, the Security Interest has been recorded in the United States Patent and Trademark Office at Reel 002893, Frame 0421 for the Trademark TROUBLE Reg. No. 1518620; and

WHEREAS, the Trademark TROUBLE has been disposed of by the Grantor.

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

1. Release of Security Interest.

(a) The 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 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 Agent;

(b) Notwithstanding the foregoing, nothing contained herein shall impair any security interests held by the Agent in any Trademarks or other Collateral not constituting the Trademark Collateral that have been granted pursuant to the Credit Agreement and the Security Agreement.

2. Further Assurances. The Agent hereby agrees to, at Grantor's expense, to execute such instruments, to take such other actions, and to give such further assurances as the Grantor reasonably may request to terminate the Agent's

security interest in the Trademark Collateral, and otherwise to effectuate the release of the Trademark Collateral from the lien of such security interest.

3. Governing Law. This release shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

4. Definitions. Capitalized terms used herein and not defined shall have the respective meaning ascribed to such terms in the Credit Agreement.

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

CITICORP USA INC., as Collateral Agent

By:

James J. McCarthy

JAMES J. MCCARTHY
Director/Vice President

Title: _____

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

On the 8 day of October 2004, before me personally appeared JAMES J. McCarthy to me personally known and known to me to be the person described in and who executed the foregoing instrument as Vice President of Citicorp USA, Inc., who being by me duly sworn, did depose and say that he is Vice President of Citicorp USA, Inc., 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.

Denise C. Perry
Notary Public
[Seal]

My commission expires:

DENISE C. PERRY
Notary Public State Of New York
No. 01PE6045304
Qualified in Nassau County
Commission Expires: 07/31/20 06

"Certificate filed New York County"

NY1/283482/1

SCHEDULE I
RELEASE OF SECURITY INTEREST IN
TRADEMARK AND TRADEMARK REGISTRATION

TROUBLE

Application No: 73/730108 Filed: 05/23/1988

Registration No.: 1,518,620 Registered: 01/03/1989