

10-26-1998

To the Honorable Commissioner



ached original documents or copy thereof.

100860381

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

Address of receiving party(ies):

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



10-02-1998

U.S. Patent & TMOfc/TM Mail RcptDt. #22

Name: **Charles of the Ritz Group Ltd.**
Internal Address:
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

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

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

72094501

Execution Date: **September 24, 1998**

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

B. Trademark Registration No.(s)
see attached schedule

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**

6. Total number of application and registrations involved:

2

7. Total fee (37 CFR 3.41):\$**65.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

031407

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

10/23/1998 INGVYEN 00000187 031407 72094501

01 FC:481 40.00 CH
02 FC:482 25.00 CH

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 Signature

Date: **October 2, 1998**

Total number of pages including cover sheet, attachments, and document: **11**

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

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

- SEE ATTACHED SCHEDULE -

IMPERIAL FORMULA

Status: RENEWED

Gds/Svcs: U.S. Cl.: 51(Int'l. Cl.: 3)
MASCARA, EYE SHADOW, EYEBROW PENCIL, LIPSTICK, BLEMISH COVER STICK, SUN TAN OIL, ANTI PERSPIRANT DEODORANT, HAND CREAM, SKIN CLEANSER, TONING LOTION, MOISTURE CREAM, ASEPTIC LOTION, SKIN CREAM, BEAUTY MASK PREPARATION, FACE POWDER, ASTRINGENT, TOILET WATER, BODY SACHET, ROUGE, PERFUME CONCENTRATE, BATH ESSENCE, EYE CREAM AND FOUNDATION LOTION

First Use: 06/18/1934 In Commerce: 06/18/1934

Reg. No.: 741,389 Registered: 11/27/1962 Renewed: 11/27/1982

Serial No.: 72-094501 Filed: 04/06/1960 Published: 09/04/1962

IMPERIAL IMAGE

Status: RENEWED

Gds/Svcs: U.S. Cl.: 51(Int'l. Cl.: 3)
MAKEUP FOUNDATION

First Use: 02/19/1963 In Commerce: 02/20/1963

Reg. No.: 767,287 Registered: 03/24/1964 Renewed: 03/24/1984

Serial No.: 72-166012 Filed: 04/03/1963 Published: 01/07/1964

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

RELEASE, dated as of September 24, 1998, made by THE CHASE MANHATTAN BANK, as administrative agent (in such capacity, the "Administrative Agent"), in favor of CHARLES OF THE RITZ GROUP LTD. (the "Grantor").

WITNESSETH:

WHEREAS, the Revlon Consumer Products Corporation ("RCPC") 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 RCPC, 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 Trademarks and trademark registrations described on Schedule I hereto (the "Trademark Collateral") pursuant to (a) the Affiliate 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 Affiliate 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 in the United States Patent and Trademark Office at Reel 1316 Frames 0363 to 0379;

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: 
Title:

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

On the 24 day of September, 1998, before me personally came Neil R. Ballan, 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

DERRICK A. LOVETT
 Notary Public, State of New York
 No. 24-4946162
 Qualified in Kings County
 Commission Expires Jan. 27 1999

[Seal]

My commission expires:
