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05-22-2000

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



101363525

Department of Commerce
Patent and Trademark Office
TRADEMARK

CPR/PATIENCE

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Other

Citizenship/State of Incorporation/Organization

05/19/2000 DNGUYEN 00000141 192385 1231592

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 125.00 CH

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

TRADEMARK
REEL: 002076 FRAME: 0097

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address: (line 1)

Address: (line 2)

Address: (line 3)

Address: (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address: (line 1)

Address: (line 2)

Address: (line 3)

Address: (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1231592"/>	<input type="text" value="2122487"/>	<input type="text" value="2135111"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2186916"/>	<input type="text" value="2189496"/>	<input type="text" value="2309974"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Robert K. Kretzman

Robert K. Kretzman

March 30, 2000

Name of Person Signing

Signature

Date Signed

TRADEMARK ASSIGNMENT
UNITED STATES

This TRADEMARK ASSIGNMENT ("Assignment") made and entered into this 30th day of March 2000 (the "Effective Date") by and among REVLON CONSUMER PRODUCTS CORPORATION, INC. ("RCPC"), a Delaware corporation, with its principal offices at 625 Madison Avenue, New York, NY 10022, REVLON MANUFACTURING LTD. ("RML"), a Bermuda corporation, with its principal offices at c/o Conyers, Dill and Pearman, Clarendon House, Church Street West, Hamilton HM, DX, Bermuda and REVLON (SUISSE) S.A. ("Revlon Suisse"), a Swiss corporation, with its principal offices at Badenerstrasse 116, 8952 Schlieren, Switzerland (each individually an "Assignor," and collectively, "Assignors") and REVLON PROFESSIONAL HOLDING COMPANY LLC ("RPHC"), a Delaware limited liability company, with its principal offices at 625 Madison Avenue, New York, NY 10022 ("Assignee").

WITNESSETH:

WHEREAS Assignors own all right, title and interest in and to the trademarks and applications and registrations thereof as set forth in the attached Schedule A; and

WHEREAS Assignee wishes to acquire all of the Assignors' right, title and interest in and to the Trademarks (as herein defined) as well as certain other goodwill and the Assignors wish to assign same to the Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of each of which are hereby acknowledged:

I. Definitions

A. Capitalized terms used herein but not defined herein shall have the meanings set forth for such terms in the License Agreements (Revlon Marks) dated the date hereof between Assignors and Beauty Care Professional Products España, S.L. ("Licensee") and Assignee and Licensee (collectively, the "Revlon License Agreement").

B. Capitalized terms used herein shall have the following meanings.

"Affiliate" shall mean, as to any Person, any other Person which, directly or indirectly is in control of, is controlled by, or under common control with, such Person. The term "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as applied to any Person, means the ownership of greater than fifty percent of the voting securities of such Person, or, for a non-stock entity, the possession of a greater than fifty percent (50%) interest in the profits of such Person.

"Assignors Marks" shall mean any and all trademarks, service marks, names, source identifiers, corporate names, business names, fictional names or "d/b/a's," Internet domain names, logos, slogans, and stylized renderings of any of the foregoing, and any and all registrations or applications therefor, whether now in existence, or hereafter filed or issued, that include the word "REVLON" and/or the initial "R" (other than as part of an actual word that begins with an "R"), any derivatives thereof, such as "REVLONISSIMO," or any contractions, abbreviations, translations, or variations thereof, as well as the goodwill of the business associated with or symbolized by such Assignors Marks, owned by Assignors after giving effect to this Assignment.

"Trademarks" shall mean: (i) "REVLON PROFESSIONAL," "REVLON COIFFURE," "REVLON SALON," "REVLON ETHNIC," "REVLON REALISTIC," and "REVLON SALON AND SPA," including translations thereof; (ii) "REVLONISSIMO," (iii) "R PRO," (iv) "RMEN," (v) the Currently Used Marks (as defined in the Revlon License Agreement), and (vi) the Combination Marks (as defined in the Revlon License Agreement) and including, without limitation, the trademarks and applications and registrations therefor as set forth in the attached Schedule A, as well as all of the goodwill of the business associated therewith or symbolized thereby; all of the foregoing in the United States.

II. Assignment

A. Assignors hereby assign, sell and transfer unto Assignee all of their right, title and interest in and to the Trademarks, together with the goodwill of the business associated with or symbolized by the Trademarks, and including, without limitation, the registrations and pending applications identified in Schedule A hereto and the right to sue and recover for all past, present and future infringements and other violations of the Trademarks, the same to be held and enjoyed by the Assignee, its successors and assign to the same extent that such would have been held and enjoyed by the Assignors had this assignment not been made.

B. The assignment set forth in Paragraph II.A above, transfers the rights in any portion of each Trademark that does not consist of the word "REVLON" and/or the initial "R" (other

than an actual word that begins with "R"), any derivative thereof, such as "REVLONISSIMO" or "RMEN", or any contractions, abbreviations, translations or variations thereof (collectively, the "REVLON Mark"), such as the "SENSOR PERM" portion of the mark "REVLON SENSOR PERM" only to the extent that such portion is used in combination with the REVLON Mark. All Assignors' rights, if any, in such non-REVLON Mark portions of the Trademarks are being transferred to The Colomer Group S.a.r.l., a Luxembourg corporation (formerly known as Beauty Care Professional Products S.a.r.l.) ("Buyer"), or affiliates thereof, pursuant to a Purchase Agreement among Assignor and various Affiliates thereof and Buyer.

C. Assignors hereby assign, sell, and transfer unto Assignee all of Assignors' right, title and interest in the goodwill associated with or symbolized by any and all trademarks, service marks, names, source identifiers, corporate names, business names, fictional names or "d/b/a's," Internet domain names, logos, slogans, and stylized rendering of any of the foregoing, and any and all registrations or applications therefor that include the word "REVLON" and/or the initial "R" such as "RMEN" (other than as part of an actual word that begins with an "R"), whether in block print or in logo form and whether alone, as a part of a phrase or design, or in a derivative form, such as "REVLONISSIMO," and any contractions, abbreviations, translations, or variations thereof (including, without limitation, "REVLON"), as heretofore used in connection with the Business (as defined in the Purchase Agreement) in the United States (the "Goodwill").

III. Usage and No Challenge Covenants

In furtherance of the assignment of rights contained herein, Assignors and Assignee agree to the following covenants:

A. Assignors shall have no right to challenge (i) Assignee's or any of its representatives', agents', successors' or assigns' use of the Trademarks so long as Assignee (or such successors or assigns) is an Affiliate of Assignors or their successors or assigns or (ii) any licensee or sublicensee of Assignee, or such licensee's or sublicensee's representatives', agents', successors' or assigns' use of the Trademarks, so long as Assignee (or its successors or assigns) is an Affiliate of Assignors (provided, however, that the foregoing shall not limit any party's rights to enforce any Revlon License Agreement). At such time as Assignors and Assignee are no longer Affiliated, Assignors shall have the right to challenge (i) Assignee's or any of its representatives', agents', successors' or assigns' use of the Trademarks only to the extent such use is materially outside the field of use permitted to the Licensee under the Revlon License Agreement and (ii) any licensee or sublicensee of Assignee or such licensee's or sublicensee's representatives', agents', successors' or

assigns' use of the Trademarks only to the extent such use is materially outside the field of use permitted to the Licensee under the Revlon License Agreement.

B. Assignee shall have the right to challenge Assignors' or any of their representatives', agents', successors' or assigns' use of the Assignors Marks only to the extent such use is materially not in compliance with the Licensor's Covenant. Assignee shall have the right to challenge any licensee or sublicensee of Assignor or such licensee's or sublicensee's representatives', agents', successors' or assigns' use of the Assignors Marks only to the extent that such use is materially not in compliance with the Licensor's Covenant.

C. The foregoing covenants shall survive the termination, expiration or rejection of the Revlon License Agreement. Fields of use, covenants and permitted uses referred to in this Section III shall not be affected in any way by the termination, expiration or rejection of the Revlon License Agreement.

IV. Further Assurances.


The Parties shall take all future actions, and provide to each other, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) requested by either party (at the requesting parties' reasonable cost, except as otherwise provided in the LLC Agreement between Assignors, Assignee and Beauty Care Professional Products España, S.L. dated of even date herewith (the "LLC Agreement")) to: (i) use in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Trademarks; (ii) in the prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with any of the Trademarks or Assignor's Marks including, but not limited to, testifying as to any facts relating to the Trademarks assigned herein and this Assignment; (iii) in obtaining any additional trademark protection for the Trademarks that Assignee reasonably deems appropriate that may be secured under any law or regulation now or hereafter in effect; or (iv) more fully and effectively effectuate the purposes of this assignment including, without limitation, effectuating the dissolution of any necessary trademark associations and updating record title to the property transferred hereunder, with respect to the implementation or perfection of the assignments made hereunder in the applicable jurisdictions by filing national assignments in the United States and by registering assignments of marks included in the Trademarks but not set forth on Schedule A as requested by Assignee all to the extent the foregoing is not inconsistent with the Assignors' obligations under the LLC Agreement.

EXECUTION COPY

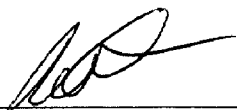
IN WITNESS WHEREOF, Assignors and Assignee have executed this TRADEMARK ASSIGNMENT as an instrument under seal as of this 30th day of March, 2000.

ASSIGNORS:


REVLON CONSUMER PRODUCTS
CORPORATION

By: 
Name: Robert K. Kretzman
Capacity: Senior Vice President

REVLON MANUFACTURING LTD.

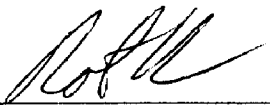
By: 
Name: Robert K. Kretzman
Capacity: Director

REVLON (SUISSE) S.A.

By: 
Name: Robert K. Kretzman
Capacity: Attorney in Fact

ASSIGNEE:

REVLON PROFESSIONAL HOLDING
COMPANY LLC

By: 
Name: Robert K. Kretzman
Capacity: Senior Vice President of Member

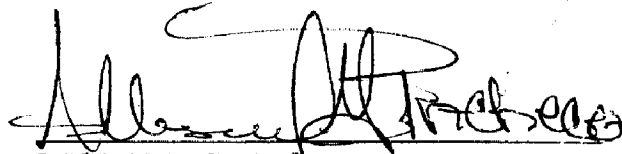
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK

SS:

COUNTY OF NEW YORK

On this 30th day of March, 2000, before me, the undersigned, personally appeared Robert Kretzman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


[NOTARY SEAL]
ALLISON J. G. PACHECO
Notary Public, State of New York
No. 01701061853
Qualified in County of [unclear]
Commission Expires Nov 6, 2000

SCHEDULE A

Trademark Applications and Registrations

COUNTRY	MARK	APP./REG. NO.
United States of America	REVLON TOUCH UP & Design	1231592
United States of America	R PRO & Design	2122487
United States of America	R PRO & Design	2135111
United States of America	R PRO & Design	2186916
United States of America	R PRO & Design	2189496
United States of America	RMEN & Design	2309974

Unregistered Marks

REVLON 2 PHASE AND KOREAN CHARACTER
 REVLON ALPHA 5 IN 1
 REVLON ALPHA 5 IN 1 SHAMPOO

REVLON BRILLIANT HAIR
 REVLON BRILLIANT HAIR AND KOREAN CHARACTER
 REVLON COIFFURE
 REVLON COLOR CLEAN
 REVLON EQUAVE
 REVLON FEELING
 REVLON GENTLE BLONDE
 REVLON GREAT FEELING
 REVLON HERBAL DEEP CLEAN

REVLON INTERACTIVES
 REVLON LOVELY BLONDE

REVLON LES CURLS CONTROL
REVLON LIQUID TEX AND KOREAN CHARACTER
REVLON LITE CREAM
REVLON (LOGO) NATURAL WONDER LABEL DESIGN
REVLON LOVELY COLOR
REVLON MOISTCURE
REVLON MP200 SENSOR
REVLON NATURAL HONEY
REVLON NATURAL HONEY BABY LINE PACKAGE DESIGN
REVLON NATURAL WONDER
REVLON NATURAL WONDER EQUAVE
REVLON NATURAL WONDER TECHNICS
REVLON NATURAL WONDER VITALIZER
REVLON NATURAL WONDER EQUAVE AND KOREAN CHARACTER
REVLON NATURAL WONDER EQUALIZER AND KOREAN CHARACTER
REVLON NATURAL WONDER TECHNICS AND KOREAN CHARACTER
REVLON NATURAL WONDER VITALIZER AND KOREAN CHARACTER
REVLON QUICKWHITE
REVLON PC 2000
REVLON PERFECT PERM
FIESTA TECHNIQUES REVLON PROFESSIONAL
REVLON NATURAL WONDER BIG LASH
FREE PERM REVLON
REVLON PERM LIFE
REVLON PROFESSIONAL
REVLON PROFESSIONAL CLEAN COLOR AND KOREAN CHARACTERS
REVLON PROFESSIONAL COLOR CLEAN AND PACKAGE DESIGN
REVLON-REALISTIC
REVLON REALISTIC PERMANENT CRÈME RELAXER
REVLON CRÈME OF NATURE
REVLON REALISTIC GREAT FEELING
REVLON REALISTIC HERBAL DEEP CLEAN
REVLON REALISTIC MOISTCURE
REVLON-REALISTIC MP200 SENSOR
REVLON RILLING AND KOREAN CHARACTERS
REVLON SATIN-SET
REVLON SENSOR

REVLON SENSOR CARE
REVLON SENSOR HAIR COMPUTER
REVLON SENSOR SUPREME
REVLON SPRITZ
REVLON SUPER SPRITZ
REVLON THERMAL TEX AND KOREAN CHARACTERS
REVLON ULTRA WHITE
REVLON YOUNG COLOR
REVLON YOUNG COLOR II
REVLON YOUNG HAIR NCT
REVLONISSIMO
REVLONISSIMO AND KOREAN CHARACTERS
R PRO
R PRO AND DESIGN
RMEN
FREE PERM AND DESIGN WITH REVLON
INTERACTIVES WITH REVLON PROFESSIONAL
NATURAL HONEY FACIAL REVLON & DESIGN
REVLON NATURAL WONDER IN CHINESE CHARACTERS
REVLON PROFESSIONAL DESIGNER LOOK