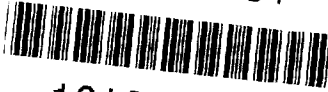


12-07-2001



101909598

To the Honorable Commissioner of Patents and Trademarks, Box Assignment, Washington, DC - ed original documents or copy thereof.

12-7-01

1. Name of conveying party(ies):

CHARLES REVSON, INC.

- Individual(s)
- General Partnership
- Corporation-State of New York
- Other

- Association
- Limited Partnership

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

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

Name: WILMINGTON TRUST COMPANY

Internal Address: _____

Street Address: Rodney Square North
1100 N. Market St.

City Wilmington State DE ZIP 19801-1243

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Subsidiary Trademark Security Agreement

- Merger
- Change of Name

Execution Date: November 30, 2001

- 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
(Designation 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) See attached sheets

B. Trademark registration No.(s) See attached sheets

75/191285

Additional numbers attached? Yes No

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

PENNIE & EDMONDS LLP
1667 K Street, N.W.
Washington, D.C. 20006

Attn.: David C. Lee

File No.: 7206-080-999

6. Total number of applications and registrations involved: 61

7. Total fee (37 CFR 3.41):.....\$ 1,540.00

Please charge to the deposit account listed in Section 8, as well as any other fees which may be due.

8. Deposit account number:
16-1150

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.

David C. Lee

Name of Person Signing Reg. No.

David C. Lee
Signature

December 7, 2001
Date

Total number of pages comprising cover sheet: 24

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

12/10/2001 GT011 0000076 161150 75191285

01 FC:481
02 FC:482

40.00 CH
1500.00 CH

UII

Serial No.: 75-191285
05/05/1998

Filed: 11/01/1996

Published:

Use

Amendment to Allege
Filed

WONDERWEAR SMUDGE NOT MASCARA

Serial No.: 75-834496

Filed: 10/28/99

BIOFEELING

Serial No.: 78-070401

Filed: 6/21/01

CHARLES REVSON

Serial No.: 76-070288

Filed: 6/14/00

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EXPECT THE UNEXPECTED

Serial No.: 76-071343 Filed: 6/15/00

GLOWTION

Serial No.: 76-206350 Filed: 2/7/01

GLOWTION HIGHLIGHTING SOUFFLE

Serial No.: 76-105976 Filed: 8/8/00

GOTTA BLUSH

Serial No.: 78-088752 Filed: 10/17/01

LASHFINDER

Serial No.: 78-070857 Filed: 6/25/01

LIGHTCAPTOR-C

Serial No.: Filed: 10/16/01

PEEPERS

Serial No.: 78-086398 Filed: 10/1/01

PUCKER & POUT

Serial No.: 76-089073 Filed: 7/13/00

(Continued on next page)

RE-FLEKTIVE

Serial No.: 78-088764

Filed: 10/17/01

SHADY

Serial No.: 78-086394

Filed: 10/1/01

SHEER SCENT

Serial No.: 76-183300

Filed: 12/19/00

SWIRLSATIONAL

Serial No.: 78-088774

Filed: 10/17/01

ULTIMA TOO

Serial No.: 78-068645

Filed: 6/12/01

ULTIMATE EDITION

Serial No.: 78-074942

Filed: 7/20/01

ULTIMATELY U

Serial No.: 78-070800

Filed: 6/25/01

(Continued on next page)

SUPER LUSCIOUS LIPSTICK

Reg. No.: 989,731	Registered: 07/30/1974	Renewed: 07/30/1994
Serial No.: 72-449825	Filed: 02/26/1973	Published: 05/07/1974

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Serial No.: 73-553673

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Published: 07/01/1986

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Reg. No.: 1,520,449
Serial No.: 73-730019

Registered: 01/17/1989
Filed: 05/19/1988

Published: 10/25/1988

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Serial No.: 73-821295

Registered: 04/24/1990
Filed: 08/24/1989

Published: 01/30/1990

(Continued on next page)

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Serial No.: 74-433025	Filed: 09/07/1993	Published: 03/22/1994

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Serial No.: 74-455625	Filed: 11/09/1993	Published: 08/09/1994

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Serial No.: 74-484961	Filed: 01/31/1994	Published: 10/04/1994

BALMSHELL

Reg. No.: 1,975,309	Registered: 05/21/1996	
Serial No.: 74-527098	Filed: 05/10/1994	Published: 01/17/1995

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Registration No. 2,029,152	Registered: 01/07/1997	First Use: 06/07/1995
Serial No.: 74-568827	Filed: 09/01/1994	Publication: 06/27/1995

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Serial No.: 75-597790	Filed: 11/14/1994	Published: 07/25/1995

(Continued on next page)

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Reg. No.: 1,996,162 Registered: 08/20/1996
Serial No.: 74-607150 Filed: 12/05/1994 Published: 07/25/1995

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Serial No. 74-609109 Filed: 12/09/1994 Published: 10/03/1995

NEVER WETTER

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Serial No. 74-641220 Filed: 03/02/1995 Published: 12/19/1995

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Reg. No. 2,079,718 Registered: 07/15/1997 First Use: 08/18/1995
Serial No. 74-643090 Filed: 03/06/1995 Published: 01/16/1996

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Reg. No. 2,026,048 Registered: 12/24/1996 First Use: 09/14/1995
Serial No. 74-663968 Filed: 04/20/1995 Published: 11/21/1995

BALANCED STATE

Reg. No. 2,026,108 Registered: 12/24/1996
Serial No. 74-697020 Filed: 07/03/1995 Published: 03/12/1996

BOOSTER SHOT

Reg. No. 2,044,905 Registered: 03/11/1997 First Use: 12/22/1995
Serial No. 74-697021 Filed: 07/03/1995 Published: 03/12/1996

(Continued on next page)

CLEAN TEAM

Reg. No. 2,026,107
Serial No. 74-697019

Registered: 12/24/1996
Filed: 07/03/1995

Published: 04/09/1996

NIGHT CAP

Reg. No. 2,034,502
Serial No. 74-702349

Registered: 01/28/1997
Filed: 07/17/1995

First Use: 12/23/1995
Published: 03/19/1996

THIRST BUSTER

Reg. No. 2,034,503
Serial No. 74-702350

Registered: 01/28/1997
Filed: 07/17/1995

First Use: 12/23/1995
Published: 03/19/1996

EYE SITE

Reg. No.: 2,112,940
Serial No. 75-078439

Registered: 11/11/1997
Filed: 03/25/1996

First Use: 07/23/1996
Published: 11/26/1996

BROWSEXXXY BROWLINER

Reg. No.: 2,081,454
Serial No.: 75-144121

Registered: 07/22/1997
Filed: 07/18/1996

First Use: 09/28/1995
Published: 04/29/1997

PROCOLLAGEN

Reg. No.: 2,128,930
Serial No.: 75-227331

Registered: 01/13/1998
Filed: 01/17/1997

Published: 10/21/1997
First Use: 12/15/1984

VITAL RADIANCE

Reg. No.: 2,177,561
Serial No.: 75-237754

Registered: 07/28/1998
Filed: 02/03/1997

First Use: 09/28/1997
Published: 12/02/1997

(Continued on next page)

BEAUTIFUL NUTRIENT

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Serial No. 75-308086 Filed: 06/12/1997

SKINDICATOR

Reg. No.: 2322230 Registered: 2/22/00 First Use: 10/23/1997
Serial No.: 75-378278 Filed: 10/22/1997 Published: 03/02/1999

UII

Reg. No.: 2,274,662 Registered: 08/31/1999 First Use: 11/30/1989
Serial No.: 75-976844 Filed: 11/01/1996 Published: 07/21/1998

BALMSHELL

Reg. No.: 2226136 Registered: 2/23/99 First Use: 09/7/1994
Serial No.: 75-443186 Filed: 03/02/1998 Published: 02/09/1999

UNDER IT ALL

Reg. No.: 2425501 Registered: 1/30/01
Serial No.: 75-453049 Filed: 03/19/1998

CIARA FEMME FATALE

Reg. No.: 2,170,481 Registered: 06/30/1998 Published: 10/3/95
Serial No.: 75-977322 Filed: 09/12/1994 First Use: 05/02/1995

DOUBLE ACTION

Reg. No.: 2336768 Registered: 3/28/00
Serial No.: 75-527315 Filed: 07/29/1998

(Continued on next page)

Continuation of question 4.

FADE NOT, CREASE NOT

Reg. No.: 2385745
Serial No.: 75-847027

Registered: 9/12/00
Filed: 11/12/1999

SUBSIDIARY TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2001, made by the corporation signatory hereto (the "Grantor") in favor of Wilmington Trust Company, as collateral agent (in such capacity and as further defined below, the "Note Collateral Agent") for holders of the Note Obligations (as hereinafter defined).

W I T N E S S E T H :

WHEREAS, the Grantor has guaranteed (the "Indenture Guarantee") the obligations of Revlon Consumer Products Corporation (the "Company") under the Indenture, dated as of November 26, 2001 among the Company, the guarantors identified on the signature pages thereto and Wilmington Trust Company, as trustee (in such capacity, the "Trustee"), providing for the issuance of 12% Senior Secured Notes Due 2005 of the Company;

WHEREAS, the Grantor is a party to a Subsidiaries Guarantee (the "Bank Guarantee") referred to in the Second Amended and Restated Credit Agreement, entered into by the Company on the date hereof;

WHEREAS, (i) to secure the Pledgor's guarantee of the Bank Obligations (as defined below) pursuant to the Bank Guarantee, the Pledgor has granted to the Administrative Agent (as defined below), for the benefit of the holders of the Bank Obligations, a first priority security interest in the Collateral (as defined below) (the "First Pledge Lien") and (ii) to secure the Pledgor's guarantee of the Note Obligations pursuant to the Indenture Guarantee, the Pledgor now intends hereby to grant to the Note Collateral Agent, for the benefit of the holders of the Note Obligations, a second priority security interest in the Collateral (it being understood that the relative rights and priorities of the grantees in respect of the Collateral are governed by the Collateral Agency Agreement referred to herein); and

WHEREAS, the Grantor has executed and delivered a Security Agreement, dated as of the date hereof, in favor of the Note Collateral Agent, for the benefit of the holders of the Note Obligations (as amended, supplemented or otherwise modified from time to time, the "Subsidiary Security Agreement").

NOW, THEREFORE, the Grantor agrees for the benefit of the holders of the Note Obligations as follows:

1. Defined Terms.

DC1 - 308309.5

(a) Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Subsidiary Security Agreement.

(b) Other Definitional Provisions. (i) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Guarantee Obligations, the Grantor hereby grants to the Note Collateral Agent, for the benefit of the holders of the Note Obligations, a security interest in all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Schedule 1 attached hereto and made a part hereof, and including without limitation (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the United States and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (the "Trademarks"); provided that, for purposes hereof, the term "Trademarks" shall not include those rights which are not created by, or do not arise or exist under, the laws of the United States or any State or political subdivision thereof;

(b) all license agreements with any other Person in connection with any of the Trademarks of the Grantor, or such other Person's trademarks, whether the Grantor is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule 3 to the Subsidiary Security Agreement, subject, in each case, to the terms of such license agreements, including, without limitation, terms

DC1 - 308309.5

requiring consent to the grant of a security interest (the "Trademark Licenses"); provided that, for purposes hereof, the term "Trademark Licenses" shall not include those rights which are not created by, or do not arise or exist under, the laws of the United States or any State or political subdivision thereof; and

(c) to the extent not otherwise included, all Proceeds (including, to the extent not otherwise included therein, cash) and products of any and all of the foregoing.

Notwithstanding anything to the contrary contained herein, the Trademark Collateral described herein shall constitute collateral security only for those Guarantee Obligations with respect to which the Proceeds of such Trademark Collateral are applied pursuant to Section 4.2(b) (or, if applicable 4.8) and 4.2(e) of the Collateral Agency Agreement and the Lien and security interest provided hereby shall encumber the Trademark Collateral only to the extent of such Guarantee Obligations.

3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Note Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Note Collateral Agent, for the benefit of the holders of the Note Obligations, under the Subsidiary Security Agreement. The Subsidiary Security Agreement (and all rights and remedies of the Note Collateral Agent and the holders of the Note Obligations thereunder) shall remain in full force and effect in accordance with its terms.

4. Release of Collateral and Termination. The Note Collateral Agent shall release the Trademark Collateral from the Lien created hereby, and this Agreement and all obligations of the Note Collateral Agent and the Grantor hereunder shall terminate, in accordance with the provisions of Sections 8 and 10.6 of the Collateral Agency Agreement.

5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Note Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Subsidiary Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

6. Note Obligation, etc. This Agreement is a Note Obligation Document executed pursuant to the Indenture and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Indenture.

DC1 - 308309.5

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

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

CHARLES REVSON, INC.

By: 
Title: Assistant Secretary

DC1 - 308309.5

SCHEDULE I

A. Trademark Registrations

SUPER LUSCIOUS LIPSTICK

Reg. No.: 989,731	Registered: 07/30/1974	Renewed: 07/30/1994
Serial No.: 72-449825	Filed: 02/26/1973	Published: 05/07/1974

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Serial No.: 75-237754

Registered: 07/28/1998
Filed: 02/03/1997

First Use: 09/28/1997
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Filed: 10/22/1997

First Use: 10/23/1997
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First Use: 11/30/1989
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First Use: 09/7/1994
Published: 02/09/1999

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Serial No.: 75-453049

Registered: 1/30/01
Filed: 03/19/1998

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Reg. No.: 2,170,481
Serial No.: 75-977322

Registered: 06/30/1998
Filed: 09/12/1994

Published: 10/3/95
First Use: 05/02/1995

DOUBLE ACTION

Reg. No.: 2336768
Serial No.: 75-527315

Registered: 3/28/00
Filed: 07/29/1998

FADE NOT, CREASE NOT

Reg. No.: 2385745
Serial No.: 75-847027

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B. Trademark Applications

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Serial No.: 75-191285

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Amendment to Allege Use
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WONDERWEAR SMUDGE NOT MASCARA

Serial No.: 75-834496

Filed: 10/28/99

BIOFEELING

Serial No.: 78-070401

Filed: 6/21/01

CHARLES REVSON

Serial No.: 76-070288

Filed: 6/14/00

EXPECT THE UNEXPECTED

Serial No.: 76-071343 Filed: 6/15/00

GLOWTION

Serial No.: 76-206350 Filed: 2/7/01

GLOWTION HIGHLIGHTING SOUFFLE

Serial No.: 76-105976 Filed: 8/8/00

GOTTA BLUSH

Serial No.: 78-088752 Filed: 10/17/01

LASHFINDER

Serial No.: 78-070857 Filed: 6/25/01

LIGHTCAPTOR-C

Serial No.: Filed: 10/16/01

PEEPERS

Serial No.: 78-086398 Filed: 10/1/01

PUCKER & POUT

Serial No.: 76-089073 Filed: 7/13/00

RE-FLEKTIVE

Serial No.: 78-088764

Filed: 10/17/01

SHADY

Serial No.: 78-086394

Filed: 10/1/01

SHEER SCENT

Serial No.: 76-183300

Filed: 12/19/00

SWIRLSATIONAL

Serial No.: 78-088774

Filed: 10/17/01

ULTIMA TOO

Serial No.: 78-068645

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ULTIMATE EDITION

Serial No.: 78-074942

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Serial No.: 78-070800

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