

AKIMBO

Reg. No.: 411,257
Serial No.: 71-472446

Registered: 01/09/1945
Filed: 07/21/1944

Renewed: 01/09/1985
Published: 10/31/1944

CHARLES OF THE RITZ (Stylized)

Reg. No.: 419,641
Serial No.: 71-485756

Registered: 02/26/1946
Filed: 07/13/1945

Renewed: 02/26/1986
Published: 12/04/1945

CHARLES OF THE RITZ (Stylized)

Reg. No.: 420,719
Serial No.: 71-485757

Registered: 04/30/1946
Filed: 07/13/1945

Renewed: 04/30/1986
Published: 02/12/1946

CR (Stylized)

Reg. No.: 590,893
Serial No.: 71-652601

Registered: 06/08/1954
Filed: 09/01/1953

Renewed: 06/08/1994
Published: 03/16/1954

REVENESCENCE

Reg. No.: 632,844
Serial No.: 71-694475

Registered: 08/14/1956
Filed: 09/12/1955

Renewed: 08/14/1996
Published: 05/29/1956

RITZ (Block Form)

Reg. No.: 634,468
Serial No.: 71-696120

Registered: 09/11/1956
Filed: 10/10/1955

Renewed: 09/11/1996
Published: 06/26/1956

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MIDNIGHT

Reg. No.: 748,177
Serial No.: 72-129374

Registered: 04/16/1963
Filed: 10/06/1961

Renewed: 04/16/1983
Published: 01/29/1963

VEILESSCENCE

Reg. No.: 761,471
Serial No.: 72-141251

Registered: 12/10/1963
Filed: 04/02/1962

Renewed: 12/10/1983
Published: 05/14/1963

RAFFIA

Reg. No.: 757,493
Serial No.: 72-153287

Registered: 09/24/1963
Filed: 09/17/1962

Renewed: 09/24/1983
Published: 07/09/1963

MIDNIGHT

Reg. No.: 813,618
Serial No.: 72-232003

Registered: 08/23/1966
Filed: 11/02/1965

Renewed: 08/23/1986
Published: 06/07/1966

REVENESCENCE

Reg. No.: 1,232,432
Serial No.: 73-282611
01/04/1983

Registered: 03/29/1983
Filed: 10/20/1980

Published:

RITZ AGE ZONE CONTROLLER and DESIGN

Reg. No.: 1,441,696
Serial No.: 73-578028

Registered: 06/09/87
Filed: 01/16/1986

Published: 12/02/86

CHARLES OF THE RITZ

Reg. No.: 1,752,133
Serial No.: 74-229204
11/24/1992

Registered: 02/16/1993
Filed: 12/11/1991

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Published:

(Continued on next page)

TRADEMARK

REEL: 002397 FRAME: 0462

TIMELESS DIFFERENCE

Reg. No.: 2003328
Serial No.: 74-327861

Registered: 09/24/1996
Filed: 11/02/1992

Published: 03/23/1993

LINE REFINE

Reg. No.: 1,859,295
Serial No.: 74-439006
10/18/1994

Registered: 10/18/1994
Filed: 09/22/1993

Published:

PERFECT FINISH

Reg. No.: 1,994,391
Serial No.: 74-528488

Registered: 08/20/1996
Filed: 05/23/1994

COMPLETE COVER

Reg. No.: 1,998,617
Serial No.: 74-528496

Registered: 09/03/1996
Filed: 05/23/1994

FACE FINISHER

Reg. No.: 1,986,210
Serial No.: 74-561705

Registered: 07/09/1996
Filed: 08/16/1994

FIRMESSENCE 770

Reg. No.: 1,959,951
Serial No.: 74-604270

Registered: 03/05/96
Filed: 11/7/1994

BIOCHANGE REPLACEMENT THERAPY

Reg. No.: 1,987,688
Serial No. 74-624730

Registered: 07/16/1996
Filed: 01/23/1995

Published: 10/10/1995

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MOISTUREFUL

Reg. No. 2,007,218 Registered: 10/08/1996
Serial No. 74-666173 Filed: 04/24/1995

BIOCHANGE CLEANSER

Reg. No. 2,027,811 Registered: 12/31/1996 First Use: 10/23/1995
Serial No. 74-665614 Filed: 04/12/1995 Published: 04/09/1996

MOIST ENVIVRONMENT NIGHT TREATMENT

Reg. No. 2033662 Registered: 01/28/1997 First Use: 02/1986
Serial No. 75-034139 Filed: 12/18/95 Published: 11/05/1996

FEATHER TOUCH CLEANSER

Reg. No. 2037036 Registered: 02/11/1997 First Use: 02/1991
Serial No. 75-065707 Filed: 02/29/96 Published: 11/19/1996

ANY AGE

Reg. No.: 2,056,263 Registered: 04/22/1997
Serial No.: 74-729979 Filed: 09/15/1995

MOISTUREFUL LINE DEFYING MAKEUP

Reg. No. 2,092,205 Registered: 08/26/1997 First Use: 10/28/1996
Serial No. 75-082293 Filed: 04/01/1996 Published: 12/17/1996

CHARLES OF THE RITZ ORIGINAL

Reg. No.: 2,135,809 Registered: 02/10/1998 First Use: 10/18/1995
Serial No. 75-246483 Filed: 02/24/1997 Published: 11/18/1997

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RITZ CLASSIC

Reg. No.: 2,135,810
Serial No. 75-246484

Registered: 02/10/1998
Filed: 02/24/1997

First Use: 10/17/1995
Published: 11/18/1997

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.

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(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

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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 Document, 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.

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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 OF THE RITZ GROUP LTD.

By: 
Title: Assistant Secretary

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TRADEMARK
REEL: 002397 FRAME: 0469

SCHEDULE I

A. Trademark Registrations

AKIMBO

Reg. No.: 411,257	Registered: 01/09/1945	Renewed: 01/09/1985
Serial No.: 71-472446	Filed: 07/21/1944	Published: 10/31/1944

CHARLES OF THE RITZ (Stylized)

Reg. No.: 419,641	Registered: 02/26/1946	Renewed: 02/26/1986
Serial No.: 71-485756	Filed: 07/13/1945	Published: 12/04/1945

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Reg. No.: 420,719	Registered: 04/30/1946	Renewed: 04/30/1986
Serial No.: 71-485757	Filed: 07/13/1945	Published: 02/12/1946

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Serial No.: 71-652601	Filed: 09/01/1953	Published: 03/16/1954

REVENESCENCE

Reg. No.: 632,844	Registered: 08/14/1956	Renewed: 08/14/1996
Serial No.: 71-694475	Filed: 09/12/1955	Published: 05/29/1956

RITZ (Block Form)

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Serial No.: 71-696120	Filed: 10/10/1955	Published: 06/26/1956

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MIDNIGHT

Reg. No.: 748,177
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Filed: 10/06/1961

Renewed: 04/16/1983
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VEILESSCENCE

Reg. No.: 761,471
Serial No.: 72-141251

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RAFFIA

Reg. No.: 757,493
Serial No.: 72-153287

Registered: 09/24/1963
Filed: 09/17/1962

Renewed: 09/24/1983
Published: 07/09/1963

MIDNIGHT

Reg. No.: 813,618
Serial No.: 72-232003

Registered: 08/23/1966
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Renewed: 08/23/1986
Published: 06/07/1966

REVENESCENCE

Reg. No.: 1,232,432
Serial No.: 73-282611
01/04/1983

Registered: 03/29/1983
Filed: 10/20/1980

Published:

RITZ AGE ZONE CONTROLLER and DESIGN

Reg. No.: 1,441,696
Serial No.: 73-578028

Registered: 06/09/87
Filed: 01/16/1986

Published: 12/02/86

CHARLES OF THE RITZ

Reg. No.: 1,752,133
Serial No.: 74-229204
11/24/1992

Registered: 02/16/1993
Filed: 12/11/1991

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TIMELESS DIFFERENCE

Reg. No.: 2003328
Serial No.: 74-327861

Registered: 09/24/1996
Filed: 11/02/1992

Published: 03/23/1993

LINE REFINE

Reg. No.: 1,859,295
Serial No.: 74-439006
10/18/1994

Registered: 10/18/1994
Filed: 09/22/1993

Published:

PERFECT FINISH

Reg. No.: 1,994,391
Serial No.: 74-528488

Registered: 08/20/1996
Filed: 05/23/1994

COMPLETE COVER

Reg. No.: 1,998,617
Serial No.: 74-528496

Registered: 09/03/1996
Filed: 05/23/1994

FACE FINISHER

Reg. No.: 1,986,210
Serial No.: 74-561705

Registered: 07/09/1996
Filed: 08/16/1994

FIRMESSENCE 770

Reg. No.: 1,959,951
Serial No.: 74-604270

Registered: 03/05/96
Filed: 11/7/1994

BIOCHANGE REPLACEMENT THERAPY

Reg. No.: 1,987,688
Serial No. 74-624730

Registered: 07/16/1996
Filed: 01/23/1995

Published: 10/10/1995

DC1 - 308315.5

MOISTUREFUL

Reg. No. 2,007,218	Registered: 10/08/1996
Serial No. 74-666173	Filed: 04/24/1995

BIOCHANGE CLEANSER

Reg. No. 2,027,811	Registered: 12/31/1996	First Use: 10/23/1995
Serial No. 74-665614	Filed: 04/12/1995	Published: 04/09/1996

MOIST ENVIVRONMENT NIGHT TREATMENT

Reg. No. 2033662	Registered: 01/28/1997	First Use: 02/1986
Serial No. 75-034139	Filed: 12/18/95	Published: 11/05/1996

FEATHER TOUCH CLEANSER

Reg. No. 2037036	Registered: 02/11/1997	First Use: 02/1991
Serial No. 75-065707	Filed: 02/29/96	Published: 11/19/1996

ANY AGE

Reg. No.: 2,056,263	Registered: 04/22/1997
Serial No.: 74-729979	Filed: 09/15/1995

MOISTUREFUL LINE DEFYING MAKEUP

Reg. No. 2,092,205	Registered: 08/26/1997	First Use: 10/28/1996
Serial No. 75-082293	Filed: 04/01/1996	Published: 12/17/1996

CHARLES OF THE RITZ ORIGINAL

Reg. No.: 2,135,809	Registered: 02/10/1998	First Use: 10/18/1995
Serial No. 75-246483	Filed: 02/24/1997	Published: 11/18/1997

DC1 - 308315.5

RITZ CLASSIC

Reg. No.: 2,135,810
Serial No. 75-246484

Registered: 02/10/1998
Filed: 02/24/1997

First Use: 10/17/1995
Published: 11/18/1997

B. Trademark Applications

None

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RECORDED: 12/07/2001

**TRADEMARK
REEL: 002397 FRAME: 0474**