

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Wilmington Trust Company

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

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

3. Nature of conveyance:  
 Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other Termination, Release and Reassignment of Security Interests in Trademarks

Execution date: July 9, 2004

2. Name and address of receiving party(ies):  
Name: Charles Revson, Inc.  
Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 237 Park Avenue  
City: New York State: NY Zip: 10017

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  
(Designations must be a separate document from assignment)  
Additional name(s) to 300/604(44) attached:  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No. (s)  
\_\_\_\_\_

Additional number(s) attached \_\_\_\_\_

B. Trademark Registration No. (s) 2228136, 2248694, 1889187, 984762, 2081454  
 Yes  No

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

Name: Brielle Weisberg  
Internal Address: Weil, Gotshal & Manges, LLP  
\_\_\_\_\_  
\_\_\_\_\_  
Street Address: 767 5th Avenue  
\_\_\_\_\_  
\_\_\_\_\_  
City: New York State: NY Zip: 10153

6. Total number of applications and registrations involved: 44

7. Total fee (37 CFR 3.41): \$ 1115.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
230800  
(Attach duplicate copy of this page if paying by deposit account)

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.

Phyllis Eremitaggio                      Phyllis Eremitaggio                      July 9, 2004  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document:           
All documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20237

## SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS FOR  
CHARLES REVSON INC.A. TRADEMARK REGISTRATIONS

TRADEMARK	REGISTRATION No.	REGISTRATION DATE
BALMSHELL	2226136	2/23/1999
BEAUTIFUL NUTRIENT	2248694	6/1/1999
BRIGHTEN UP, TIGHTEN UP	1869187	12/27/1994
BRONZE UMBER	984762	5/21/1974
BROWSEXXY BROWLINER	2081454	7/22/1997
C.H.R.	976988	1/15/1974
CIARA DESIGN	994239	10/1/1974
CIARA FEMME FATALE	2180900	8/11/1998
CIARA FEMME FATALE	2170481	6/30/1998
DAILY APPLICATIONS	2849345	6/1/2004
DOUBLE ACTION	2336768	3/28/2000
EYSEXXXY	1891597	4/25/1995
FADE NOT, CREASE NOT	2385745	9/12/2000
GLOWTION	1928248	10/17/1995
GLOWTION	2504570	11/6/2001
GLOWTION HIGHLIGHTING SOUFFLE	2724971	6/10/2003
GOING, GOING, GONE	2079718	7/15/1997
GOTTA BLUSH	2762847	9/9/2003
IVORIE BISQUE	984761	5/21/1974
LASHFINDER	2532284	1/22/2002
LIPCHROME	1592696	4/24/1990
LIPOPHYTE	1099178	8/15/1978
LIPSEXXXY	1929055	10/24/1995

Mark	Registration No.	Registration Date
MAROC	1381988	2/11/1986
MAROC & DESIGN	1387189	3/25/1986
MEGADOSE	1520449	1/17/1989
NIGHT ENERGIZER	1410049	9/23/1986
PEEPERS	2768149	9/23/2003
PROCOLLAGEN	2128930	1/13/1998
FUCKER & POUT	2551111	3/19/2002
RE-FLEKTIVE	2770306	9/30/2003
SKINDICATOR	2322230	2/22/2000
SUPER LUSCIOUS LIPSTICK	989731	7/30/1974
SWIRLSATIONAL	2770307	9/30/2003
THE NAKEDS	2686603	2/11/2003
UII	2274662	8/31/1999
UII SHEER SCENT	2817060	2/24/2004
ULTIMA II	1148585	3/24/1981
ULTIMA II	1407258	9/2/1986
ULTIMATE EDITION	2745002	7/29/2003
ULTIMATELY U	2714646	5/6/2003
UNDER IT ALL	2425501	1/30/2001
VITAL RADIANCE	2177561	7/28/1998
WONDERWEAR	2029152	1/7/1997

**B. TRADEMARK APPLICATIONS**

Trade	Application No	Application Date
1-800-4-ULTIMA	78/359938	1/30/2004
BALMSHELL	78/130318	5/21/2002
LIGHTCAPTOR-C	78/398926	4/8/2004
SKINSEXXY	78/145603	7/19/2002

EXECUTION COPY

**TERMINATION, RELEASE AND REASSIGNMENT  
OF SECURITY INTERESTS IN TRADEMARKS**

This TERMINATION, RELEASE AND REASSIGNMENT OF SECURITY INTERESTS IN TRADEMARKS (this "Release"), dated as of July 9, 2004, made by WILMINGTON TRUST COMPANY, not in its individual capacity but solely as collateral agent for holders of the Note Obligations (in such capacity, the "Note Collateral Agent") pursuant to the Indenture described below, in favor of CHARLES REVSON, INC., a New York corporation (the "Grantor"). Unless otherwise defined herein, capitalized terms which are used herein and are defined in the Indenture and the Trademark Security Agreement described below are used herein as therein defined.

**WITNESSETH:**

WHEREAS, the Note Collateral Agent, as trustee (in such capacity, the "Trustee"), is party to the Indenture, dated as of November 26, 2001 (as heretofore amended, supplemented or otherwise modified, the "Indenture"), among Revlon Consumer Products Corporation (the "Company"), the guarantors identified on the signature pages thereto and Wilmington Trust Company, as Trustee, providing for the issuance of the Company's 12% Senior Secured Notes Due 2005 (the "Notes", which term shall include the Initial Securities, any Exchange Securities and any Additional Securities (as each such term is defined in the Indenture));

WHEREAS, the Grantor has guaranteed (the "Indenture Guarantee") the obligations of the Company under the Indenture;

WHEREAS, in connection with the Indenture, the Indenture Guarantee, and the related Second Lien Documents securing the obligations thereunder, the Note Collateral Agent and certain other parties entered into an Amended and Restated Collateral Agency Agreement, dated as of November 30, 2001 (the "Collateral Agency Agreement"), by and among the Company, JPMorgan Chase Bank, as Bank Agent and Administrative Agent, and Wilmington Trust Company, as Trustee and Note Collateral Agent;

WHEREAS, in connection with the Indenture, the Indenture Guarantee, and the related Second Lien Documents securing the obligations thereunder, the Note Collateral Agent and the Grantor entered into the Security Agreement, dated as of November 30, 2001 (as heretofore amended, supplemented, restated or otherwise modified, the "Subsidiary Security Agreement"), by which the Grantor granted in favor of the Note Collateral Agent, for the benefit of the holders of the Note Obligations, a security interest in, among other things, certain inventory, trademarks, patents, copyrights, contract rights and general intangibles of the Grantor;

WHEREAS, pursuant to the Subsidiary Trademark Security Agreement, dated as of November 30, 2001, between the Grantor and the Note Collateral Agent (as heretofore

EXECUTION COPY

amended, supplemented, restated or otherwise modified, the "Trademark Security Agreement"), the Grantor granted to the Note Collateral Agent, for the benefit of the holders of the Note Obligations, a security interest in the Trademark Collateral (as that term is defined in the Subsidiary Security Agreement and the Trademark Security Agreement) whether then owned or thereafter acquired, including, but not limited to, the Trademarks listed on Schedule I to this Release, and the Trademark Licenses listed on Schedule II to this Release;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office as of December 12, 2001, at Reel 2395, Frames 639-662:

WHEREAS, the Grantor executed and delivered various supplements to the Trademark Security Agreement in favor of the Note Collateral Agent (the "Supplements"), including, but not limited to those Supplements which were recorded with the United States Patent and Trademark Office against the Trademarks listed on Schedule I to this Release as set forth below:

<u>Recorded (As of)</u>	<u>Reel</u>	<u>Frame</u>
February 26, 2002	2448	852
August 13, 2002	2561	286
November 1, 2002	2609	026
May 5, 2003	2723	613
May 13, 2004	2852	561;

WHEREAS, the Company has fulfilled the Note Obligations, and, pursuant to the provisions of Section 8 and 10.6 of the Collateral Agency Agreement, the Grantor has requested that the Note Collateral Agent terminate the Subsidiary Security Agreement (as it pertains to the Trademark Collateral) and the Trademark Security Agreement, and release its security interest in and lien on the Trademark Collateral of the Grantor, and reassign the same to 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 parties hereto agree as follows:

1. Full and Complete Release of Security Interests in Trademark Collateral. (a) The Note Collateral Agent, on behalf of the Note Holders, without the need for further action by the Note Collateral Agent or the Note Holders, does hereby release and discharge fully its security interest, if any, and reassigns to the Grantor any and all such rights, title and interest which the Note Collateral Agent holds, if any, in and to the following:

(i) all of the Grantor's 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 registration, and any renewals thereof, including, without limitation, each registration and application identified on Schedule I attached hereto and made a part hereof, and including without limitation (1) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (2) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto

EXECUTION COPY

(including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (3) all rights corresponding thereto throughout the United States and all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(ii) all of the Grantor's license agreements with any other Person in connection with any of the Trademarks of the Grantor, or such other Person's trademarks or service marks, whether the Grantor is a licensor or licensee under any such license agreement, including, without limitation, the Trademark Licenses identified on Schedule II attached hereto and made a part hereof; and

(iii) to the extent not otherwise included, all Proceeds of the Trademarks and Trademark Licenses identified on Schedules I and II attached hereto and hereof and made a part hereof.

2. Termination of Agreements. The parties hereto do hereby cancel and terminate the Subsidiary Security Agreement (as it pertains to the Trademark Collateral) and the Trademark Security Agreement, and all rights and obligations of the parties thereunder.

3. Release by the Company. The Grantor acknowledges and agrees that, in the absence of the Note Collateral Agent's gross negligence or willful misconduct, it releases the Note Collateral Agent and each Note Holder from any claim, cause of action or liability at any time arising out of or with respect to this Release and the transactions contemplated hereby.

4. No Representation by the Administrative Agent. The releases and reassignment granted by the Note Collateral Agent pursuant hereto are made without representation, warranty or recourse, express or implied.

5. Further Assurances. The Note Collateral Agent hereby agrees to take such further action (at the sole expense of the Grantor) as the Grantor reasonably deems necessary and may request to reflect and evidence the releases contemplated hereby, including without limitation, executing and delivering appropriate Uniform Commercial Code releases, termination statements, documents and instruments for filing in the appropriate jurisdictions as well as any releases that may be necessary to file in the United States Patent and Trademark Office; it being understood that the Grantor (but not the Note Collateral Agent) shall, to the extent that the Grantor desires such Uniform Commercial Code releases, termination statements, documents and instruments and other filings with the United States Patent and Trademark Office be made, cause all necessary lien searches to be performed (at their sole cost and expense), prepare all necessary Uniform Commercial Code releases and other filings deemed necessary and reasonable by the Grantor and submit the same to the Note Collateral Agent's counsel for review and approval, which approval shall not be unreasonably withheld. The Note Collateral Agent, on behalf of the Note Holders, hereby authorizes the filing and recording of the foregoing release documents and termination statements executed by the parties.

EXECUTION COPY

6. Fees and Expenses. The Grantor shall pay the reasonable fees and expenses incurred by the Note Collateral Agent in connection with the preparation, execution and delivery of this Release and any other documents or instruments executed in connection therewith (including without limitation, reasonable fees and disbursements of counsel).

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

[signature page to follow]



IN WITNESS WHEREOF, the parties have caused this Release to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Note Collateral Agent

By: Sandra R. Ortiz  
Name: SANDRA R. ORTIZ  
Title: Senior Financial Services Officer

CHARLES REVSON, INC.

By: \_\_\_\_\_  
Name:  
Title:

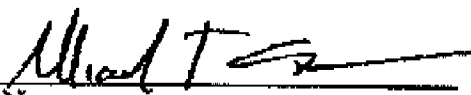
(Charles Revson, Inc. Trademark Release)

IN WITNESS WHEREOF, the parties have caused this Release to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Note Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

CHARLES REVSON, INC.

By:   
Name:  
Title:

{Charles Revson, Inc. Trademark Release}

**SCHEDULE II  
TRADEMARK LICENSE AGREEMENTS OF  
CHARLES REVSON INC.**

**A. CHARLES REVSON INC., AS LICENSOR**

NONE.

**B. CHARLES REVSON INC., AS LICENSEE**

NONE.

30195702.doc