

03-17-2005

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

3-16-05-8e

1. Name of conveying party(ies):
REVLON CONSUMER PRODUCTS CORPORATION

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

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other CORRECTION OF CONVEYING PARTY

Execution Date: _____

2. Name and address of receiving party(ies)
REVLOX PROFESSIONAL HOLDING
Name: COMPANY LLC

Internal Address: _____

Street Address: 38 East 63rd Street

City: New York State: New York Zip: 10021

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other DELAWARE LIMITED LIABILITY COMPANY

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1231592, 2122487, 2135111,
2186916, 2189496, 2309974

Additional number(s) attached Yes No

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

Name: Lanning G. Bryer

Internal Address: _____

Street Address: Ladas & Parry

26 West 61st Street

City: New York State: N.Y. Zip: 10023

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(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.

Lanning G. Bryer
Name of Person Signing
(Our Ref. NTMA 040644:753)

February 24, 2005

Date

Total number of pages including cover sheet, attachments, and document: 25

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

03/17/2005 BBYRNE 00000046 1231592

01 FC:8521 40.00 OP
02 FC:8522 125.00 OP

TRADEMARK
REEL: 003135 FRAME: 0403

MAY 20 '04 04:59 FR REVLON INC.

212 527 5667 TO SPAIN-ELZABURU P.04/15

43-00

05-22-2000



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FORM PTO-1618

CONFIRMANCE

Department of Commerce
Patent and Trademark Office
TRADEMARK

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

Execution Date
Month Day Year
03 30 00

Name Revlon Consumer Products Corporation, Inc.

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Revlon Professional Holding Company LLC

DBA/AKA/TA _____

Composed of _____

Address (line 1) 38 East 63rd Street

Address (line 2) _____

Address (line 3) New York New York 10021
City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other Limited Liability Company
- Citizenship/State of Incorporation/Organization Delaware

05/19/2000 DNGUYEN 00000141 192385 1231592

FOR OFFICE USE ONLY

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

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0921-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0921-0027, Patent and Trademark Assignments Practices. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

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FORM PTO-1618B
U.S. Patent and Trademark Office
Page 2
U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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 (212) 527-5655

Name Arch M. Ahern
 Address (line 1) Revlon, Inc.
 Address (line 2) 625 Madison Avenue
 Address (line 3) New York, New York 10022
 Address (line 4) _____

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 10

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)		
_____	_____	_____	<u>1231592</u>	<u>2122487</u>	<u>2135111</u>
_____	_____	_____	<u>2186916</u>	<u>2189496</u>	<u>2309974</u>
_____	_____	_____	_____	_____	_____

Number of Properties Enter the total number of properties involved. # 8

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 185.00

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: # 19-2385

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

PAGE 5/15 * RCVD AT 5/20/04 10:52:00 PM (Romance Daylight Time) * SVR:PCSFAX1/0 * DNS:3810 * CSID:212 527 5667 * DURATION (mm-ss):05-02

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08-10-2004

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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

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

1. Name of conveying party(ies): REVLON CONSUMER PRODUCTS CORPORATION

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

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

- Assignment Merger Security Agreement Change of Name Other Correction of Conveying Party

Execution Date:

2. Name and address of receiving party(ies) REVLON PROFESSIONAL HOLDING COMPANY LLC

Internal Address:

Street Address: 38 East 63rd Street

City: New York State: New York Zip: 10021

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

Other LIMITED LIABILITY COMPANY

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1231592, 2122487, 2135111, 2186916, 2189496, 2309974

Additional number(s) attached Yes No

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

Name: Lanning G. Bryer

Internal Address:

Street Address: Ladas & Parry

26 West 61st Street

City: New York State: N.Y. Zip: 10023

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$ 165.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(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.

Lanning G. Bryer

Name of Person Signing

Signature

August 4, 2004

Date

(Our Ref. NTMA 040644: 753) Total number of pages including cover sheet, attachments, and document: 5

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

08/09/2004 MGETACHE 00000005 1231592

01 FC:8521 40.00 DP 02 FC:8522 125.00 DP

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MAY 20 '04 04:59 FR REVLON INC.

212 527 5667 TO SPAIN-ELZABURU P.06/15

EXECUTION COPY

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 Espana, S.L. ("Licensee") and Assignee and Licensee (collectively, the "Revlon License Agreement").

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

1

PAGE 6/15 * RCVD AT 5/20/04 10:52:00 PM [Romance Daylight Time] * SVR:PCSFAX1/0 * DNIS:3810 * CSID:212 527 5667 * DURATION (mm-ss):05-02

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MAY 20 '04 05:00 FR REVLON INC.

212 527 5667 TO SPAIN-ELZABURU P.07/15

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"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

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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

MAY 20 '04 05:00 FR REVLON INC.

212 527 5667 TO SPAIN-ELZABURU P.09/15

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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.

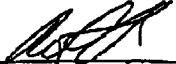
The Parties shall take all future actions, and provide to each other, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, 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.

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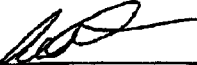
IN WITNESS WHEREOF, Assignors and Assignee have executed this TRADEMARK ASSIGNMENT as an instrument under seal as of this 30th day of March, 2000.

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

EXECUTION COPY

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 Retzner~~, 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. 0174104788
Qualified in Queens County
Commission Expires Nov. 7, 2000

EXECUTION COPY

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

MAY 20 '04 05:01 FR REVLON INC.

212 527 5667 TO SPAIN-ELZABURU P.13/15

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REVLON LES CURLS CONTROL
REVLON LIQUID TEX AND KOREAN CHARACTER
REVLON LIFE 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 QUICK WHITE
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

PAGE 13/15 * RCVD AT 5/20/04 10:52:00 PM [Romance Daylight Time] * SVR:PCSFAX1/0 * DNS:3810 * CSID:212 527 5667 * DURATION (mm-ss):05-02

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02/18/2005 FRI 11:18 [TX/RX NO 6027] 013

REEL: 003135 FRAME: 0414

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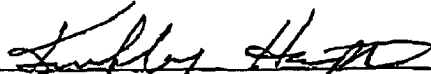
REVLON SENSOR CARE
 REVLON SENSOR HAIR COMPUTER
 REVLON SENSOR SUPREME
 REVLON SPRITZ
 REVLON SUPER SPRITZ
 REVLON THERMAL TEX AND KOREAN CHARACTERS
 REVLON ULTRA WHITE
 REVLON YOUNG COLOR
 REVLON YOUNG COLOR II
 REVLON YOUNG HAIR NCT
 REVLONISSIMO
 REVLONISSIMO AND KOREAN CHARACTERS
 R PRO
 R PRO AND 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

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Certificate of Express Mail under 37 CFR 1.10

Attorney Ref. No.: 347650-257
Title of Paper: Trademark Assignment
Parties Involved: Revlon Consumer Products Corporation and Revlon Professional Holding Company LLC
"Express Mail" Label No.: EL57717921BUS
Date of Deposit: April 3, 2000

I hereby certify that the foregoing is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20231



Kimberley Hauptman

A F F I D A V I T

IN THE MATTER OF Trademark
Registration Nos. 1231592 for
REVLON TOUCH UP & Design,
2122487 for R PRO & Design,
2135111 for R PRO & Design,
2186916 for R PRO & Design,
2189496 for R PRO & Design and
2309974 for RMEN & Design
in the name of REVLON
PROFESSIONAL HOLDING COMPANY LLC

UNITED STATES OF AMERICA]
STATE OF NEW YORK] SS:
COUNTY OF NEW YORK]

I, John N. O'Shea, Assistant Secretary,

do solemnly and sincerely declare as follows:-

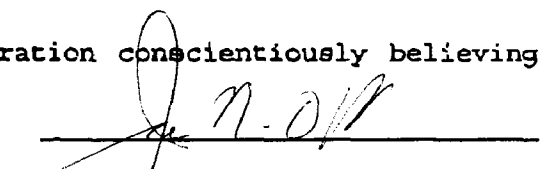
1. I am an officer of REVLON CONSUMER PRODUCTS CORPORATION, a corporation organized under the laws of the State of Delaware, United States of America, located at 237 Park Avenue, New York, New York 10017, United States of America, and have been employed by the company since August 1, 2000.

2. I have access to and am familiar with the records of REVLON CONSUMER PRODUCTS CORPORATION as they pertain to the above-captioned trademarks.

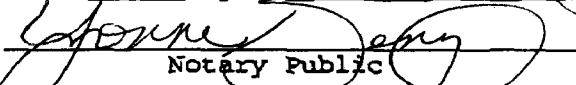
3. As a result of an inadvertent error the assignment documents recorded at Reel No. 002076, Frame No. 0097 on April 3, 2000 to reflect the assignment to REVLON PROFESSIONAL HOLDING COMPANY LLC against Registrations, Nos. 1231592, 2122487, 2135111, 2186916, 2189496 and 2309974 incorrectly designated the registered owner (ASSIGNOR) as "REVLON CONSUMER PRODUCTS CORPORATION, INC.", which was a mere clerical and typographical error. The correct corporate name is and has been since its incorporation on April 24, 1992, "REVLON CONSUMER PRODUCTS CORPORATION", and as shown on the attached certificate issued by the Secretary of State of Delaware, the corporation is still in good standing.

4. It is the intention and desire of REVLON CONSUMER PRODUCTS CORPORATION to respectfully request the Commissioner of Patents and Trademarks to have the necessary amendments made to the records of the Patent and Trademark Office to show the correct corporate name for Trademark Registrations, Nos. 1231592, 2122487, 2135111, 2186916, 2189496 and 2309974 as "REVLON CONSUMER PRODUCTS CORPORATION".

And I make this declaration conscientiously believing same to be true.



Subscribed and sworn to before me
this 27th day of July, 2004



Notary Public

(SEAL)

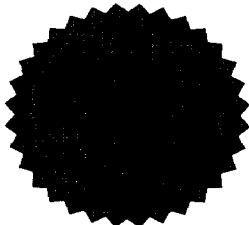
YVONNE KENNEDY
NOTARY PUBLIC, State of New York
No. 41-4615114
Qualified in Queens County
Cert. Filed in New York County
Commission Expires on Feb. 28, 2006

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "REVLON CONSUMER PRODUCTS CORPORATION" IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-NINTH DAY OF JUNE, A.D. 2004.



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040481163

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3204758

DATE: 06-29-04

TRADEMARK
REEL: 003135 FRAME: 0418

S C H E D U L E

REVLON TOUCH UP & Design	No. 1231592
R PRO & Design	No. 2122487
R PRO & Design	No. 2135111
R PRO & Design	No. 2186916
R PRO & Design	No. 2189496
RMEN & Design	No. 2309974

