
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES
EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2009

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES
EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number: 1-11178

REVLON, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

13-3662955

(I.R.S. Employer
Identification No.)

237 Park Avenue, New York, New York

(Address of principal executive offices)

10017

(Zip Code)

212-527-4000

(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

Yes No

As of March 31, 2009, 48,400,781 shares of Class A Common Stock and 3,125,000 shares of Class B Common Stock were outstanding at such date. 28,207,735 shares of Class A Common Stock were beneficially owned by MacAndrews & Forbes Holdings Inc. and certain of its affiliates and all of the shares of Class B Common Stock were owned by REV Holdings LLC, a Delaware limited liability company and an indirectly wholly owned subsidiary of MacAndrews & Forbes Holdings Inc.

REVLON, INC. AND SUBSIDIARIES

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PART I FINANCIAL INFORMATION

Item 1. Financial Statements

REVLON, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(dollars in millions, except share and per share amounts)

	March 31, 2009 (Unaudited)	December 31, 2008
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 33.5	\$ 52.8
Trade receivables, less allowance for doubtful accounts of \$4.1 and \$3.3 as of March 31, 2009 and December 31, 2008, respectively	161.1	169.9
Inventories	152.8	154.2
Prepaid expenses and other	57.4	51.6
Total current assets	404.8	428.5
Property, plant and equipment, net	109.4	112.8
Other assets	88.1	89.5
Goodwill, net	182.4	182.6
Total assets	<u>\$ 784.7</u>	<u>\$ 813.4</u>
LIABILITIES AND STOCKHOLDERS' DEFICIENCY		
Current liabilities:		
Short-term borrowings	\$ 0.9	\$ 0.5
Current portion of long-term debt	0.2	18.9
Accounts payable	89.2	78.1
Accrued expenses and other	210.6	225.9
Total current liabilities	300.9	323.4
Long-term debt	1,183.6	1,203.2
Long-term debt — affiliates	107.0	107.0
Long-term pension and other post-retirement plan liabilities	222.9	223.7
Other long-term liabilities	65.4	68.9
Stockholders' deficiency:		
Class B Common Stock, par value \$.01 per share: 200,000,000 shares authorized; 3,125,000 shares issued and outstanding as of March 31, 2009 and December 31, 2008, respectively	—	—
Class A Common Stock, par value \$.01 per share: 900,000,000 shares authorized; 50,125,951 and 50,150,355 shares issued as of March 31, 2009 and December 31, 2008, respectively	0.5	0.5
Additional paid-in capital	1,002.9	1,000.9
Treasury stock, at cost: 341,076 and 256,453 shares of Class A Common Stock as of March 31, 2009 and December 31, 2008, respectively	(4.2)	(3.6)
Accumulated deficit	(1,914.8)	(1,927.5)
Accumulated other comprehensive loss	(179.5)	(183.1)
Total stockholders' deficiency	(1,095.1)	(1,112.8)
Total liabilities and stockholders' deficiency	<u>\$ 784.7</u>	<u>\$ 813.4</u>

See Accompanying Notes to Unaudited Consolidated Financial Statements

REVLON, INC. AND SUBSIDIARIES
UNAUDITED CONSOLIDATED STATEMENTS OF OPERATIONS
(dollars in millions, except share and per share amounts)

	Three Months Ended March 31,	
	2009	2008
Net sales	\$ 303.3	\$ 311.7
Cost of sales	111.0	113.1
Gross profit	192.3	198.6
Selling, general and administrative expenses	160.2	172.8
Restructuring costs and other, net	0.5	(6.2)
Operating income	31.6	32.0
Other expenses (income):		
Interest expense	24.1	32.1
Interest income	(0.2)	(0.3)
Amortization of debt issuance costs	1.4	1.3
Gain on repurchases of debt	(7.0)	—
Foreign currency losses (gains), net	2.4	(4.3)
Miscellaneous, net	0.2	0.1
Other expenses, net	20.9	28.9
Income from continuing operations before income taxes	10.7	3.1
(Benefit) provision for income taxes	(2.0)	5.8
Income (loss) from continuing operations	12.7	(2.7)
Income from discontinued operations, net of taxes	—	0.2
Net income (loss)	<u>\$ 12.7</u>	<u>\$ (2.5)</u>
Basic income (loss) per common share:		
Continuing operations	0.25	(0.05)
Discontinued operations	—	—
Net income (loss)	<u>\$ 0.25</u>	<u>\$ (0.05)</u>
Diluted income (loss) per common share:		
Continuing operations	0.25	(0.05)
Discontinued operations	—	—
Net income (loss)	<u>\$ 0.25</u>	<u>\$ (0.05)</u>
Weighted average number of common shares outstanding ^(a) :		
Basic	<u>51,522,434</u>	<u>51,168,134</u>
Diluted	<u>51,526,486</u>	<u>51,168,134</u>

(a) The outstanding share amounts and per share values for the three months ended March 31, 2008 have been retroactively restated to reflect Revlon, Inc.'s September 2008 1-for-10 reverse stock split.

See Accompanying Notes to Unaudited Consolidated Financial Statements

REVLON, INC. AND SUBSIDIARIES
UNAUDITED CONSOLIDATED STATEMENT OF STOCKHOLDERS' DEFICIENCY
AND COMPREHENSIVE INCOME (LOSS)
(dollars in millions)

	Common Stock	Additional Paid-In- Capital	Treasury Stock	Accumulated Deficit	Accumulated Other Comprehensive Loss	Total Stockholders' Deficiency
Balance, January 1, 2009	\$ 0.5	\$ 1,000.9	\$ (3.6)	\$ (1,927.5)	\$ (183.1)	\$ (1,112.8)
Stock option compensation		0.1				0.1
Amortization of deferred compensation for restricted stock		1.9				1.9
Treasury stock acquired, at cost ^(a)			(0.6)			(0.6)
Comprehensive income:						
Net income				12.7		12.7
Revaluation of financial derivative instruments ^(b)					0.1	0.1
Currency translation adjustment					0.3	0.3
Amortization under SFAS No. 158 ^(c)					3.2	3.2
Total comprehensive income						16.3
Balance, March 31, 2009	<u>\$ 0.5</u>	<u>\$ 1,002.9</u>	<u>\$ (4.2)</u>	<u>\$ (1,914.8)</u>	<u>\$ (179.5)</u>	<u>\$ (1,095.1)</u>

- (a) Pursuant to the share withholding provisions of the Third Amended and Restated Revlon, Inc. Stock Plan (the "Stock Plan"), during the first quarter of 2009, certain employees and executives, in lieu of paying withholding taxes on the vesting of certain restricted stock, authorized the withholding of an aggregate 84,623 shares of Revlon, Inc. Class A Common Stock (as hereinafter defined) to satisfy the minimum statutory tax withholding requirements related to such vesting. These shares were recorded as treasury stock using the cost method, at a weighted average price per share of \$7.14, the closing price of Revlon, Inc. Class A Common Stock as reported on the NYSE consolidated tape on the vesting date, for a total of \$0.6 million.
- (b) Amount relates to (1) net unrealized losses of \$0.2 million on the Interest Rate Swaps (as hereinafter defined) (See Note 10, "Derivative Financial Instruments") and (2) the reversal of amounts recorded in Accumulated Other Comprehensive Income (Loss) pertaining to net settlement receipts of \$0.8 million and net settlement payments of \$1.1 million on the Interest Rate Swaps.
- (c) Amount represents a change in Accumulated Other Comprehensive Income (Loss) as a result of the amortization of unrecognized prior service costs and actuarial gains/losses arising during the three-month period ended March 31, 2009 related to the Company's pension and other post-retirement benefit plans. (See Note 6, "Comprehensive Income (Loss)").

See Accompanying Notes to Unaudited Consolidated Financial Statements

REVLON, INC. AND SUBSIDIARIES
UNAUDITED CONSOLIDATED STATEMENTS OF CASH FLOWS
(dollars in millions)

	Three Months Ended March 31,	
	2009	2008
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income (loss)	\$ 12.7	\$ (2.5)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Income from discontinued operations, net of income taxes	—	(0.2)
Depreciation and amortization	16.9	24.5
Amortization of debt discount	0.2	0.2
Stock compensation amortization	2.0	2.2
Gain on repurchase of debt	(7.0)	—
Gain on sale of certain assets and a non-core trademark	(1.6)	(6.3)
Change in assets and liabilities:		
Decrease in trade receivables	6.7	23.9
Increase in inventories	(0.2)	(4.8)
Increase in prepaid expenses and other current assets	(6.6)	(2.4)
Increase in accounts payable	16.2	2.6
Decrease in accrued expenses and other current liabilities	(15.1)	(14.1)
Purchases of permanent displays	(11.9)	(15.3)
Other, net	5.0	2.9
Net cash provided by operating activities	<u>17.3</u>	<u>10.7</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Capital expenditures	(2.1)	(2.7)
Proceeds from the sale of certain assets and a non-core trademark	2.3	6.6
Net cash provided by investing activities	<u>0.2</u>	<u>3.9</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Net (decrease) increase in short-term borrowings and overdraft	(4.0)	3.7
Borrowings (repayment) under the 2006 Revolving Credit Facility, net	4.0	(8.5)
Proceeds from the issuance of long-term debt — affiliates	—	170.0
Repayment of long-term debt	(35.3)	(167.4)
Payment of financing costs	—	(2.9)
Net cash used in financing activities	<u>(35.3)</u>	<u>(5.1)</u>
CASH FLOWS FROM DISCONTINUED OPERATIONS ACTIVITIES:		
Net cash (used in) provided by operating activities of discontinued operations	(0.1)	1.0
Net cash used in investing activities of discontinued operations	—	—
Net cash used in financing activities of discontinued operations	—	(0.1)
Change in cash from discontinued operations	—	(2.5)
Net cash used in discontinued operations	<u>(0.1)</u>	<u>(1.6)</u>
Effect of exchange rate changes on cash and cash equivalents	(1.4)	(0.4)
Net (decrease) increase in cash and cash equivalents	(19.3)	7.5
Cash and cash equivalents at beginning of period	52.8	45.1
Cash and cash equivalents at end of period	<u>\$ 33.5</u>	<u>\$ 52.6</u>
<i>Supplemental schedule of cash flow information:</i>		
Cash paid during the period for:		
Interest	\$ 18.5	\$ 29.7
Income taxes, net of refunds	\$ 2.3	\$ 4.1
<i>Supplemental schedule of non-cash investing and financing activities:</i>		
Treasury stock received to satisfy minimum tax withholding liabilities	\$ 0.6	\$ 0.4

See Accompanying Notes to Unaudited Consolidated Financial Statements

REVLON, INC. AND SUBSIDIARIES
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS
(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

(1) Description of Business and Basis of Presentation

Revlon, Inc. (and together with its subsidiaries, the “Company”) conducts its business exclusively through its direct wholly-owned operating subsidiary, Revlon Consumer Products Corporation (“Products Corporation”) and its subsidiaries. The Company’s vision is to provide glamour, excitement and innovation to consumers through high-quality products at affordable prices. The Company operates in a single segment and manufactures, markets and sells an extensive array of cosmetics, women’s hair color, beauty tools, fragrances, skincare, anti-perspirants/deodorants and other beauty care products. The Company’s principal customers include large mass volume retailers and chain drug and food stores in the U.S., as well as certain department stores and other specialty stores, such as perfumeries, outside the U.S. The Company also sells beauty products to U.S. military exchanges and commissaries and has a licensing business pursuant to which the Company licenses certain of its key brand names to third parties for the manufacture and sale of complementary beauty-related products and accessories in exchange for royalties.

Revlon, Inc. is a direct and indirect majority-owned subsidiary of MacAndrews & Forbes Holdings Inc. (“MacAndrews & Forbes Holdings” and, together with certain of its affiliates other than the Company, “MacAndrews & Forbes”), a corporation wholly-owned by Ronald O. Perelman.

The accompanying Consolidated Financial Statements are unaudited. In management’s opinion, all adjustments necessary for a fair presentation have been made. The Unaudited Consolidated Financial Statements include the accounts of the Company after elimination of all material intercompany balances and transactions.

The preparation of financial statements in conformity with accounting principles generally accepted in the U.S. requires management to make estimates and assumptions that affect amounts of assets and liabilities and disclosures of contingent assets and liabilities as of the date of the financial statements and reported amounts of revenues and expenses during the periods presented. Actual results could differ from these estimates. Estimates and assumptions are reviewed periodically and the effects of revisions are reflected in the consolidated financial statements in the period they are determined to be necessary. Significant estimates made in the accompanying Unaudited Consolidated Financial Statements include, but are not limited to, allowances for doubtful accounts, inventory valuation reserves, expected sales returns and allowances, certain assumptions related to the recoverability of intangible and long-lived assets, reserves for estimated tax liabilities, restructuring costs, certain estimates and assumptions used in the calculation of the net periodic benefit costs and the projected benefit obligation for the Company’s pension and other post-retirement plans, including the expected long term return on pension plan assets and the discount rate used to value the Company’s pension benefit obligations. The Unaudited Consolidated Financial Statements should be read in conjunction with the consolidated financial statements and related notes contained in the Company’s Annual Report on Form 10-K for the year ended December 31, 2008 filed with the Securities and Exchange Commission (the “SEC”) on February 25, 2009 (the “2008 Form 10-K”).

Certain prior year amounts in this Quarterly Report on Form 10-Q have been adjusted to reflect the reclassification of a discontinued operation as a result of the Bozzano Sale Transaction (as hereinafter defined) (See Note 4, “Discontinued Operations”) and also retroactively restated to reflect the impact of Revlon, Inc.’s September 2008 1-for-10 Reverse Stock Split (as hereinafter defined) (See Note 5, “Basic and Diluted Earnings (Loss) Per Common Share”).

The Company’s results of operations and financial position for interim periods are not necessarily indicative of those to be expected for a full year.

REVLON, INC. AND SUBSIDIARIES
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS
(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

(2) Post-retirement Benefits

The components of net periodic benefit cost for the pension and other post-retirement benefit plans for the first quarter of 2009 and 2008, respectively, are as follows:

	Pension Plans		Other Post-retirement Benefit Plans	
	2009	2008	2009	2008
Net periodic benefit costs:				
Service cost	\$ 2.1	\$ 2.4	\$ —	\$ —
Interest cost	8.6	8.5	0.2	0.2
Expected return on plan assets	(6.7)	(9.7)	—	—
Amortization of prior service cost	(0.1)	(0.1)	—	—
Amortization of actuarial loss	3.3	0.6	—	0.1
	<u>7.2</u>	<u>1.7</u>	<u>0.2</u>	<u>0.3</u>
Portion allocated to Revlon Holdings LLC	—	—	—	—
	<u>\$ 7.2</u>	<u>1.7</u>	<u>\$0.2</u>	<u>\$0.3</u>

The Company currently expects to contribute approximately \$25 million to \$30 million in the aggregate to its pension plans and other post-retirement benefit plans in 2009. During the first quarter of 2009, \$4.4 million and \$0.2 million were contributed to the Company's pension plans and other post-retirement benefit plans, respectively.

Relevant aspects of the qualified defined benefit pension plans, nonqualified pension plans and other post-retirement benefit plans sponsored by Products Corporation are disclosed in the Company's 2008 Form 10-K.

(3) Inventories

	March 31, 2009	December 31, 2008
Raw materials and supplies	\$ 57.9	\$ 57.6
Work-in-process	17.8	16.6
Finished goods	77.1	80.0
	<u>\$ 152.8</u>	<u>\$ 154.2</u>

(4) Discontinued Operations

In July 2008, the Company consummated the disposition of its non-core Bozzano business, a men's hair care and shaving line of products, and certain other non-core brands, including Juvena and Aquamarine, which were sold by the Company only in the Brazilian market (the "Bozzano Sale Transaction"). The transaction was effected through the sale of the Company's indirect Brazilian subsidiary, Ceil Comércio E Distribuidora Ltda. ("Ceil"), to Hypermarcas S.A., a Brazilian publicly-traded, consumer products corporation. The purchase price was approximately \$107 million, including approximately \$3 million in cash on Ceil's balance sheet on the closing date. Net proceeds, after the payment of taxes and transaction costs, were approximately \$95 million.

In September 2008, Products Corporation used \$63 million of the net proceeds from the Bozzano Sale Transaction to repay \$63 million in principal amount of its senior subordinated term loan from MacAndrews & Forbes in an original principal amount of \$170 million (the "MacAndrews & Forbes Senior

REVLON, INC. AND SUBSIDIARIES
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS
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Subordinated Term Loan”), which after such repayment had \$107 million in principal amount outstanding, and which pursuant to a November 2008 amendment is scheduled to mature on the earlier of (1) the date that Revlon, Inc. issues equity with gross proceeds of at least \$107 million, which proceeds would be used to repay the \$107 million remaining principal balance of the MacAndrews & Forbes Senior Subordinated Term Loan, or (2) August 1, 2010.

During the third quarter of 2008, the Company recorded a one-time gain from the Bozzano Sale Transaction of \$45.2 million, net of taxes of \$10.4 million. Included in this gain calculation is a \$37.3 million elimination of currency translation adjustments.

The income statements for the three-month periods ended March 31, 2009 and 2008, respectively, were adjusted to reflect Ceil as a discontinued operation (which was previously reported in the Latin America region). The following table summarizes the results of discontinued operations for each of the respective periods:

	Three Months Ended	
	March 31,	
	2009	2008
Net sales	\$ —	\$8.7
Operating income	—	0.5
Income before income taxes	—	0.6
Provision for income taxes	—	0.4
Net income	—	0.2

(5) Basic and Diluted Earnings (Loss) Per Common Share

Shares used in basic income (loss) per share are computed using the weighted average number of common shares outstanding during each period. Shares used in diluted income (loss) per share include the dilutive effect of unvested restricted shares and outstanding stock options under the Stock Plan using the treasury stock method. At March 31, 2009 and 2008, options to purchase 1,352,373 and 2,138,813 shares, respectively, of Revlon, Inc. Class A common stock, par value of \$0.01 per share (the “Class A Common Stock”), and 1,380,042 and 1,058,200 shares, respectively, of unvested restricted stock were excluded from the calculation of diluted earnings (loss) per common share as their effect would be anti-dilutive.

Reverse Stock Split

In September 2008, Revlon, Inc. effected a 1-for-10 reverse stock split (the “Reverse Stock Split”) of Revlon, Inc.’s Class A Common Stock and Class B common stock, par value of \$0.01 per share (the “Class B Common Stock” and together with Class A Common Stock, the “Common Stock”). As a result of the Reverse Stock Split, each ten shares of Revlon, Inc.’s Class A Common Stock and Class B Common Stock issued and outstanding at the end of September 15, 2008 were automatically combined into one share of Class A Common Stock and Class B Common Stock, respectively.

REVLON, INC. AND SUBSIDIARIES
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS
(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

(6) Comprehensive Income (Loss)

The components of comprehensive income (loss) for the first quarter of 2009 and 2008, respectively, are as follows:

	Three Months Ended	
	March 31,	
	2009	2008
Net income (loss)	\$12.7	\$ (2.5)
Other comprehensive income (loss):		
Revaluation of financial derivative instruments ^(a)	0.1	(3.1)
Currency translation adjustment	0.3	(5.1)
Amortization under SFAS No. 158 ^(b)	3.2	0.6
Other comprehensive income (loss)	3.6	(7.6)
Comprehensive income (loss)	<u>\$16.3</u>	<u>\$(10.1)</u>

- (a) Amount relates to (1) net unrealized losses of \$0.2 million on the Interest Rate Swaps (See Note 10, "Derivative Financial Instruments") and (2) the reversal of amounts recorded in Accumulated Other Comprehensive Income (Loss) pertaining to net settlement receipts of \$0.8 million and net settlement payments of \$1.1 million on the Interest Rate Swaps.
- (b) Amount represents a change in Accumulated Other Comprehensive Income (Loss) as a result of amortization of unrecognized prior service costs and actuarial gains/losses arising during the three-month period ended March 31, 2008 related to the Company's pension and other post-retirement benefit plans under SFAS No. 158, "Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans — an amendment of FASB Statement Nos. 87, 88, 106, and 132(R)" ("SFAS No. 158").

(7) Restructuring Costs and Other, Net

During the first quarter of 2009, the Company recorded net charges of \$0.5 million in restructuring costs and other, net, of which \$0.4 million, \$0.4 million and \$0.4 million related to charges for employee severance and other employee-related termination costs in each of the U.K., Mexico and Argentina, respectively (together the "2009 Programs") and \$0.9 million related to the 2008 Programs (as hereinafter defined). These restructuring charges were partially offset by income of \$1.6 million related to the sale of a facility in Argentina. During the first quarter of 2008, the Company recorded a net gain of \$6.0 million related to the sale of a non-core trademark.

The Company recorded restructuring costs related to various restructuring plans during 2006 (the "2006 Programs"), 2007 (the "2007 Programs") and 2008 (the "2008 Programs"). (See Note 3, "Restructuring Costs and Other, Net" to the Consolidated Financial Statements in the Company's 2008 Form 10-K.)

REVLON, INC. AND SUBSIDIARIES
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS
(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

Details of the activities described above during the first quarter of 2009 are as follows:

	Balance as of January 1, 2009	(Income) Expenses, Net	Utilized, Net		Balance as of March 31, 2009
			Cash	Noncash	
Employee severance and other personnel benefits:					
2006 Programs	\$ 0.3	\$ —	\$(0.1)	\$ —	\$ 0.2
2007 Programs	0.1	—	(0.1)	—	—
2008 Programs	3.0	0.9	(1.4)	—	2.5
2009 Programs	—	1.2	(0.7)	—	0.5
Total restructuring accrual	<u>\$ 3.4</u>	<u>\$ 2.1</u>	<u>\$(2.3)</u>	<u>\$ —</u>	<u>\$ 3.2</u>
Gain on sale of Argentina facility		(1.6)			
Total restructuring costs and other, net		<u>\$ 0.5</u>			

(8) Geographic Information

The Company manages its business on the basis of one reportable operating segment. As of March 31, 2009, the Company had operations established in 14 countries outside of the U.S. and its products are sold throughout the world. Generally, net sales by geographic area are presented by attributing revenues from external customers on the basis of where the products are sold to consumers.

In the tables below, certain prior year amounts have been reclassified to conform to the current period's presentation.

	Three Months Ended March 31,			
	2009		2008	
Geographic area:				
Net sales:				
United States	\$191.0	63%	\$177.2	57%
International	112.3	37%	134.5	43%
	<u>\$303.3</u>		<u>\$311.7</u>	

	March 31, 2009		December 31, 2008	
	Long-lived assets:			
United States	\$304.6	80%	\$308.3	80%
International	75.3	20%	76.6	20%
	<u>\$379.9</u>		<u>\$384.9</u>	

	Three Months Ended March 31,			
	2009		2008	
Classes of similar products:				
Net sales:				
Color cosmetics	\$198.7	66%	\$197.9	63%
Beauty care and fragrance	104.6	34%	113.8	37%
	<u>\$303.3</u>		<u>\$311.7</u>	

REVLON, INC. AND SUBSIDIARIES
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS
(except where otherwise noted, all tabular amounts in millions, except share and per share amounts)

(9) Fair Value Measurements

SFAS No. 157, "Fair Value Measurements" clarifies the definition of fair value of assets and liabilities, establishes a framework for measuring fair value of assets and liabilities and expands the disclosures on fair value measurements. SFAS No. 157 was effective for fiscal years beginning after November 15, 2007 for financial assets. The FASB deferred the effective date of SFAS No. 157 until the fiscal years beginning after November 15, 2008 as it relates to the fair value measurement requirements for non-financial assets and liabilities that are initially measured at fair value, but not measured at fair value in subsequent periods. These non-financial assets include goodwill and other indefinite-lived intangible assets which are included within other assets. The Company adopted the provisions of SFAS No. 157 with respect to financial assets and liabilities effective January 1, 2008 and with respect to non-financial assets and liabilities effective as of January 1, 2009, neither of which had a material impact on the Company's results of operations and/or financial condition.

The fair value framework under SFAS No. 157 requires the categorization of assets and liabilities into three levels based upon the assumptions used to price the assets or liabilities. Level 1 provides the most reliable measure of fair value, whereas Level 3, if applicable, generally would require significant management judgment. The three levels for categorizing assets and liabilities under SFAS No. 157's fair value measurement requirements are as follows:

- Level 1: Fair valuing the asset or liability using observable inputs, such as quoted prices in active markets for identical assets or liabilities;
- Level 2: Fair valuing the asset or liability using inputs other than quoted prices that are observable for the applicable asset or liability, either directly or indirectly, such as quoted prices for similar (as opposed to identical) assets or liabilities in active markets and quoted prices for identical or similar assets or liabilities in markets that are not active; and
- Level 3: Fair valuing the asset or liability using unobservable inputs that reflect the Company's own assumptions regarding the applicable asset or liability.

As of March 31, 2009, the fair values of the Company's financial assets and liabilities, namely its foreign currency forward exchange contracts and the Interest Rate Swaps, are categorized as presented in the table below:

	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Assets				
Foreign currency forward exchange contracts ^(a)	\$1.4	\$ —	\$ 1.4	\$ —
Total assets at fair value	<u>\$1.4</u>	<u>\$ —</u>	<u>\$ 1.4</u>	<u>\$ —</u>
Liabilities				
Interest Rate Swaps ^(b)	\$5.5	\$ —	\$ 5.5	\$ —
Foreign currency forward exchange contracts ^(a)	0.1	—	0.1	—
Total liabilities at fair value	<u>\$5.6</u>	<u>\$ —</u>	<u>\$ 5.6</u>	<u>\$ —</u>

(a) Based on observable market transactions of spot and forward rates.

(b) Based on three-month U.S. Dollar LIBOR.

(10) Derivative Financial Instruments

The Company uses derivative financial instruments, primarily (1) foreign currency forward exchange contracts ("FX Contracts") for the purpose of managing foreign currency exchange risk by reducing the

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effects of fluctuations in foreign currency exchange rates and (2) interest rate swap transactions (the “Interest Rate Swaps”) for the purpose of managing interest rate risk by offsetting the effects of floating interest rates associated with Products Corporation’s indebtedness.

While the Company is exposed to credit loss in the event of the counterparty’s non-performance, if any, the Company’s exposure is limited to the net amount that Products Corporation would have received from the counterparty over the remaining balance of the terms of Interest Rate Swaps. The Company does not anticipate any non-performance and, furthermore, even in the case of any non-performance by the counterparty, the Company expects that any such loss would not be material.

Foreign Currency Forward Exchange Contracts

The Company enters into FX Contracts primarily to hedge anticipated inventory purchases and certain intercompany payments denominated in foreign currencies. Such FX Contracts generally have maturities of less than one year. The Company does not apply hedge accounting to FX Contracts. The Company records these FX Contracts in the consolidated balance sheet at fair value and changes in fair value are immediately recognized in earnings. Fair value is determined by using observable market transactions of spot and forward rates (i.e., Level 2 inputs).

The U.S. dollar notional amount of the FX Contracts outstanding at March 31, 2009 and December 31, 2008 was \$50.4 million and \$41.0 million, respectively.

Interest Rate Swap Transactions

As of March 31, 2009, the Company had two floating-to-fixed Interest Rate Swaps each with a notional amount of \$150.0 million, expiring in September 2009 and April 2010, respectively. The Interest Rate Swaps have been designated as cash flow hedges of the variable interest rate payments on Products Corporation’s 2006 Term Loan Facility under Statement of Financial Accounting Standards No. 133, “Accounting for Derivative Instruments and Hedging Activities” (“SFAS No. 133”).

Quantative Information — Derivative Financial Instruments

The Company adopted the provisions of FASB Statement No. 161, “Disclosures about Derivative Instruments and Hedging Activities — An Amendment of FASB Statement No. 133” (“SFAS No. 161”), as of December 31, 2008. As required by SFAS No. 161, the effects of the Company’s derivative instruments on its consolidated financial statements were as follows:

(a) Fair Value of Derivative Financial Instruments in Consolidated Balance Sheet:

	Fair Values of Derivative Instruments					
	Assets			Liabilities		
	Balance Sheet Classification	March 31, 2009 Fair Value	December 31, 2008 Fair Value	Balance Sheet Classification	March 31, 2009 Fair Value	December 31, 2008 Fair Value
Derivatives under SFAS No. 133:						
<i>Derivatives designated as hedging instruments:</i>						
Interest Rate Swaps(a)	Prepaid expenses	\$ —	\$ 0.8	Accrued expenses	\$ 5.0	\$ 5.5
	Other long-term assets	—	—	Other long-term liabilities	0.5	1.0
<i>Derivatives not designated as hedging instruments:</i>						
Foreign currency forward exchange contracts(b)	Prepaid expenses	1.4	2.2	Accrued expenses	0.1	0.2
		<u>\$ 1.4</u>	<u>\$ 3.0</u>		<u>\$ 5.6</u>	<u>\$ 6.7</u>

(a) Fair value is determined by using the applicable LIBOR.

(b) Fair value is determined by using observable market transactions of spot and forward rates.

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(b) Effects of Derivative Financial Instruments on Income and Other Comprehensive Income (Loss) (“OCI”):

	Derivative Instruments Gain (Loss) Effect on Consolidated Statement of Operations as of March 31,						
	Amount of Gain (Loss) Recognized in OCI (Effective Portion)		Income Statement Classification of Gain (Loss) Reclassified from OCI to Income	Amount of Gain (Loss) Reclassified from OCI to Income (Effective Portion)		Amount of Gain (Loss) Recognized in Interest Expense (Ineffective Portion)	
	2009	2008		2009	2008	2009	2008
<i>Derivatives designated as cash flow hedges:</i>							
Interest Rate Swaps	\$ (5.3)	\$ (5.2)	Interest expense	\$ (0.3)	\$ 0.1	\$ —	\$ —
				Amount of Gain (Loss) Recognized in Foreign Currency Gains (Losses), Net			
				2009	2008		
<i>Derivatives not designated as hedging instruments:</i>							
Foreign currency forward exchange contracts				\$0.9	\$0.3		

(11) Long-term Debt

	March 31, 2009	December 31, 2008
2006 Term Loan Facility due 2012(a)	\$ 815.0	\$ 833.7
2006 Revolving Credit Facility due 2012(a)	4.0	—
MacAndrews & Forbes Senior Subordinated Term Loan due 2010(b)	107.0	107.0
9 ¹ / ₂ % Senior Notes due 2011, net of discounts	364.6	388.2
Other long-term debt	0.2	0.2
	1,290.8	1,329.1
Less current portion	(0.2)	(18.9)
	\$ 1,290.6	\$ 1,310.2

- (a) See Note 9, “Long-Term Debt”, to the Consolidated Financial Statements in the Company’s 2008 Form 10-K for certain details regarding the 2006 Term Loan Facility and the 2006 Revolving Credit Facility (together the “2006 Credit Facilities”, and such agreements, the “2006 Credit Agreements”), as well as for certain details as to Products Corporation’s other debt instruments.
- (b) See Note 9, “Long-Term Debt”, to the Consolidated Financial Statements in the Company’s 2008 Form 10-K for certain details regarding the MacAndrews & Forbes Senior Subordinated Term Loan, which is due on the earlier of (1) the date that Revlon, Inc. issues equity with gross proceeds of at least \$107 million, which proceeds would be contributed to Products Corporation and used to repay the \$107 million remaining principal balance of the MacAndrews & Forbes Senior Subordinated Term Loan, or (2) August 1, 2010.

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Recent Debt Reduction Transactions

In the first quarter of 2009, Products Corporation reduced its long-term indebtedness by \$38.3 million primarily as a result of the following transactions:

2006 Term Loan Facility: In January 2009, Products Corporation made a required quarterly amortization payment of \$2.1 million under its 2006 Bank Term Loan. In February 2009, Products Corporation repaid \$16.6 million in principal amount under its 2006 Bank Term Loan satisfying the requirement under the 2006 Term Loan Agreement to repay term loan indebtedness with 50% of its 2008 “excess cash flow” (as defined under such agreement). After giving effect to such repayments, the principal amount outstanding under Products Corporation’s 2006 Term Loan Facility was approximately \$815 million at March 31, 2009.

9½% Senior Notes: In March 2009, Products Corporation used \$16.5 million of cash to repurchase an aggregate principal amount of \$23.9 million of its 9½% Senior Notes due April 1, 2011 (the “9½% Senior Notes”), and paid an additional \$1.2 million of accrued and unpaid interest and fees through the respective dates of the repurchases. As a result of these repurchases, the Company recorded a gain of \$7.0 million during the first quarter of 2009, which is net of the write-off of the ratable portion of unamortized debt discount and deferred financing fees. After these repurchases, the repurchased notes were cancelled and there remained outstanding \$366.1 million aggregate principal amount of the 9½% Senior Notes at March 31, 2009.

2006 Revolving Credit Facility: Products Corporation had outstanding borrowings under the 2006 Revolving Credit Facility of \$4.0 million at March 31, 2009.

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Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations

Overview

Overview of the Business

The Company is providing this overview in accordance with the SEC’s December 2003 interpretive guidance regarding Management’s Discussion and Analysis of Financial Condition and Results of Operations.

Revlon, Inc. (and together with its subsidiaries, the “Company”) conducts its business exclusively through its direct wholly-owned operating subsidiary, Revlon Consumer Products Corporation (“Products Corporation”) and its subsidiaries. Revlon, Inc. is a direct and indirect majority-owned subsidiary of MacAndrews & Forbes Holdings Inc. (“MacAndrews & Forbes Holdings” and together with certain of its affiliates other than the Company, “MacAndrews & Forbes”), a corporation wholly-owned by Ronald O. Perelman.

The Company’s vision is to provide glamour, excitement and innovation to consumers through high-quality products at affordable prices. The Company operates in a single segment and manufactures, markets and sells an extensive array of cosmetics, women’s hair color, beauty tools, fragrances, skincare, anti-perspirants/deodorants and other beauty care products. The Company is one of the world’s leading cosmetics companies in the mass retail channel (as hereinafter defined). The Company believes that its global brand name recognition, product quality and marketing experience have enabled it to create one of the strongest consumer brand franchises in the world.

The Company’s products are sold worldwide and marketed under such brand names as **Revlon**, including the **Revlon ColorStay**, **Revlon Super Lustrous** and **Revlon Age Defying** franchises, as well as the **Almay** brand, including the **Almay Intense i-Color** and **Almay Smart Shade** franchises, in cosmetics; **Revlon Colorsilk** women’s hair color; **Revlon** beauty tools; **Charlie** and **Jean Naté** fragrances; **Ultima II** and **Gatineau** skincare; and **Mitchum** anti-perspirants/deodorants.

The Company’s principal customers include large mass volume retailers, chain drug stores and food stores (collectively, the “mass retail channel”) in the U.S., as well as certain department stores and other specialty stores, such as perfumeries, outside the U.S. The Company also sells beauty products to U.S. military exchanges and commissaries and has a licensing business pursuant to which the Company licenses certain of its key brand names to third parties for the manufacture and sale of complementary beauty-related products and accessories in exchange for royalties.

The Company was founded by Charles Revson, who revolutionized the cosmetics industry by introducing nail enamels matched to lipsticks in fashion colors over 75 years ago. Today, the Company has leading positions in a number of its principal product categories in the U.S. mass retail channel, including color cosmetics (face, lip, eye and nail categories), women’s hair color, beauty tools and anti-perspirants/deodorants. The Company also has leading positions in several product categories in certain foreign countries, including Australia, Canada and South Africa.

Overview of the Company’s Strategy

The Company continues to focus on its strategy: (i) building and leveraging its strong brands; (ii) improving the execution of its strategies and plans, and providing for continued improvement in its organizational capability through enabling and developing its employees; (iii) continuing to strengthen its international business; (iv) improving its operating profit margins and cash flow; and (v) improving its capital structure.

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Overview of Net Sales and Earnings Results

Consolidated net sales in the first quarter of 2009 were \$303.3 million, a decrease of \$8.4 million, or 2.7%, compared to \$311.7 million in the first quarter of 2008. Excluding the unfavorable impact of foreign currency fluctuations of \$20.3 million, consolidated net sales increased by 3.8%. Higher consolidated net sales of **Revlon** and **Almay** color cosmetics and **Revlon ColorSilk** hair color were partially offset by lower net sales of **Mitchum** anti-perspirant deodorants. **Revlon** color cosmetics net sales, driven by strong new product introductions, increased 8.9%, excluding foreign currency fluctuations.

In the United States, net sales in the first quarter of 2009 were \$191.0 million, an increase of \$13.8 million, or 7.8%, compared to \$177.2 million in the first quarter of 2008, primarily driven by higher net sales of **Revlon** and **Almay** color cosmetics and **Revlon ColorSilk** hair color.

In the Company's international operations, net sales in the first quarter of 2009 were \$112.3 million, a decrease of \$22.2 million, or 16.5%, compared to \$134.5 million in the first quarter of 2008. Almost all of the decline was due to unfavorable foreign currency fluctuations, which negatively impacted net sales by \$20.3 million in the first quarter of 2009. Excluding the impact of foreign currency fluctuations, declines in fragrances and certain beauty care products were partially offset by higher net sales of **Revlon** color cosmetics, while lower net sales in the Company's Europe and Latin America regions in the first quarter of 2009, compared to the first quarter of 2008, were partially offset by higher net sales in the Company's Asia Pacific region.

Consolidated net income for the first quarter of 2009 was \$12.7 million, compared to a net loss of \$2.5 million in the first quarter of 2008. Consolidated net income for the first quarter of 2008 included income from discontinued operations of \$0.2 million. The improvement in consolidated net income from continuing operations in the first quarter of 2009 compared to the first quarter of 2008 was primarily due to:

- lower interest expense of \$8.0 million due to the impact of lower weighted average borrowing rates and lower debt levels;
- a \$7.0 million gain in connection with Products Corporation's repurchase of an aggregate principal amount of \$23.9 million of its 9¹/₂% Senior Notes, which gain is net of the write-off of the ratable portion of the unamortized debt discount and deferred financing fees on such notes;
- a \$7.8 million decrease in income taxes attributable to lower income in foreign jurisdictions, as well as a favorable resolution of tax matters in a foreign jurisdiction; partially offset by
- \$6.7 million of higher foreign currency losses;
- \$3.9 million of higher pension expenses, comprised of \$2.6 million and \$1.3 million of higher pension expenses in SG&A and cost of goods, respectively, which were partially offset by lower general and administrative expenses; and
- a \$6.0 million gain related to the sale of a non-core trademark in the first quarter of 2008.

Overview of ACNielsen-measured U.S. Mass Retail Dollar Share

According to ACNielsen, the U.S. mass retail color cosmetics category grew 3.2% in the first quarter of 2009, compared to the first quarter of 2008. U.S. mass retail dollar share results, according to ACNielsen, for

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Revlon and Almay color cosmetics, Revlon Colorsilk hair color, Mitchum anti-perspirant/deodorant, and Revlon beauty tools, for the first quarter of 2009 are summarized in the table below:

	\$ Share %		Point Change
	Three Months Ended		
	March 31,		
	2009	2008	
Revlon Color Cosmetics	13.2%	12.5%	0.7
Almay	5.7	6.1	(0.4)
Revlon ColorSilk Hair Color	8.3	8.0	0.3
Mitchum Anti-perspirant/Deodorant	4.8	5.1	(0.3)
Revlon Beauty Tools	21.2	20.7	0.5

All share and dollar volume data herein for the Company's brands is based upon U.S. mass-retail dollar volume, which is derived from ACNielsen data (an independent research entity). ACNielsen data is an aggregate of the drug channel, Kmart, Target and Food and Combo stores. ACNielsen's data does not reflect sales volume from Wal-Mart, Inc., which is the Company's largest customer, representing approximately 23% of the Company's full year 2008 worldwide net sales, or sales volume from regional mass volume retailers, as well as prestige stores, department stores, door-to-door, Internet, television shopping, specialty stores, perfumeries or other distribution outlets, all of which are channels for cosmetics sales. Such data represents ACNielsen's estimates based upon mass retail sample data gathered by ACNielsen and is therefore subject to some degree of variance and may contain slight rounding differences. From time to time, ACNielsen adjusts its methodology for data collection and reporting, which may result in adjustments to the categories and share data tracked by ACNielsen for both current and prior periods.

Overview of Financing Activities

In the first quarter of 2009, Products Corporation reduced its long-term indebtedness by \$38.3 million primarily as a result of the following transactions:

2006 Term Loan Facility: In January 2009, Products Corporation made a required quarterly amortization payment of \$2.1 million under its 2006 Bank Term Loan. In February 2009, Products Corporation repaid \$16.6 million in principal amount under its 2006 Bank Term Loan satisfying the requirement under the 2006 Term Loan Agreement to repay term loan indebtedness with 50% of its 2008 "excess cash flow" (as defined under such agreement). After giving effect to such repayments, the principal amount outstanding under Products Corporation's 2006 Term Loan Facility was approximately \$815 million at March 31, 2009.

9½% Senior Notes: In March 2009, Products Corporation used \$16.5 million of cash to repurchase an aggregate principal amount of \$23.9 million of its 9½% Senior Notes due April 1, 2011 (the "9½% Senior Notes"), and paid an additional \$1.2 million of accrued and unpaid interest and fees through the respective dates of the repurchases. As a result of these repurchases, the Company recorded a gain of \$7.0 million during the first quarter of 2009, which is net of the write-off of the ratable portion of unamortized debt discount and deferred financing fees. After these repurchases, the repurchased notes were cancelled and there remained outstanding \$366.1 million aggregate principal amount of the 9½% Senior Notes at March 31, 2009.

2006 Revolving Credit Facility: Products Corporation had outstanding borrowings under the 2006 Revolving Credit Facility of \$4.0 million at March 31, 2009.

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Results of Operations

In the tables, all amounts are in millions and numbers in parenthesis () denote unfavorable variances.

Net sales:

Consolidated net sales in the first quarter of 2009 were \$303.3 million, a decrease of \$8.4 million, or 2.7%, compared to \$311.7 million in the first quarter of 2008. Excluding the unfavorable impact of foreign currency fluctuations of \$20.3 million, consolidated net sales increased by 3.8%. Higher consolidated net sales of **Revlon** and **Almay** color cosmetics and **Revlon ColorSilk** hair color were partially offset by lower net sales of **Mitchum** anti-perspirant deodorants. **Revlon** color cosmetics net sales increased 8.9%, excluding foreign currency fluctuations, driven by strong new product introductions.

	Three Months Ended		Change		XFX Change(1)	
	March 31,					
	2009	2008	\$	%	\$	%
United States	\$ 191.0	\$ 177.2	\$ 13.8	7.8%	\$ 13.8	7.8%
Asia Pacific	57.1	64.1	(7.0)	(10.9)	3.3	5.1
Europe	35.7	49.1	(13.4)	(27.3)	(4.6)	(9.4)
Latin America	19.5	21.3	(1.8)	(8.5)	(0.6)	(2.8)
Total International	<u>\$ 112.3</u>	<u>\$ 134.5</u>	<u>\$ (22.2)</u>	<u>(16.5)%</u>	<u>\$ (1.9)</u>	<u>(1.4)%</u>
Total Company	<u>\$ 303.3</u>	<u>\$ 311.7</u>	<u>\$ (8.4)</u>	<u>(2.7)%</u>	<u>\$ 11.9</u>	<u>3.8%</u>

(1) XFX excludes the impact of foreign currency fluctuations.

United States

In the United States, net sales in the first quarter 2009 were \$191.0 million, an increase of \$13.8 million, or 7.8%, compared to \$177.2 million in the first quarter of 2008, primarily driven by higher net sales of **Revlon** and **Almay** color cosmetics and **Revlon ColorSilk** hair color.

International

In the Company's international operations, net sales in the first quarter of 2009 were \$112.3 million, a decrease of \$22.2 million, or 16.5%, compared to \$134.5 million in the first quarter of 2008. Almost all of the decline was due to unfavorable foreign currency fluctuations, which negatively impacted net sales by \$20.3 million in the first quarter of 2009. Excluding the unfavorable impact of foreign currency fluctuations, declines in fragrances and certain beauty care products were partially offset by higher net sales of **Revlon** color cosmetics, while lower net sales in the Company's Europe and Latin America regions in the first quarter of 2009, compared to the first quarter of 2008, were partially offset by higher net sales in the Company's Asia Pacific region.

In Asia Pacific, which is comprised of Asia Pacific and Africa, net sales in the first quarter of 2009 decreased 10.9% (while increasing 5.1% excluding the unfavorable impact of foreign currency fluctuations), to \$57.1 million, compared to \$64.1 million in the first quarter of 2008. The growth in net sales, excluding the unfavorable impact of foreign currency fluctuations, was due primarily to higher shipments of **Revlon** color cosmetics in China, Australia and South Africa and higher shipments of certain beauty care products in South Africa (which together contributed approximately 7.1 percentage points to the increase in the region's net sales in the first quarter of 2009, compared with the first quarter of 2008), partially offset by lower net sales in certain distributor markets and Japan (which together offset by approximately

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2.4 percentage points the increase in the region's net sales in the first quarter of 2009, compared to the first quarter of 2008).

In Europe, which is comprised of Europe, Canada and the Middle East, net sales in the first quarter of 2009 decreased 27.3%, or 9.4% excluding the impact of foreign currency fluctuations, to \$35.7 million, compared to \$49.1 million in the first quarter of 2008. This decline in net sales was due to lower shipments of beauty care products throughout the region and lower shipments of fragrances in the U.K, partially offset by higher shipments of **Revlon** color cosmetics throughout the region. Increased sales returns in Canada also negatively impacted net sales in the first quarter of 2009.

In Latin America, which is comprised of Mexico, Central America and South America, net sales in the first quarter of 2009 decreased 8.5%, or 2.8% excluding the impact of foreign currency fluctuations, to \$19.5 million, compared to \$21.3 million in the first quarter of 2008. This decline in net sales was driven primarily by lower shipments of beauty care products in Mexico and certain distributor markets (which together contributed approximately 16.9 percentage points to the decrease in the region's net sales in the first quarter of 2009, compared to the first quarter of 2008), partially offset by higher net sales in Venezuela and Argentina (which offset by approximately 14.4 percentage points the decrease in the region's net sales in the first quarter of 2009, compared to the first quarter of 2008).

Gross profit:

	Three Months Ended		Change
	March 31,		
	2009	2008	
Gross profit	\$192.3	\$198.6	\$ (6.3)
Percentage of net sales	63.4%	63.7%	(0.3)%

The 0.3 percentage point decrease in gross profit as a percentage of net sales for the first quarter of 2009, compared to the first quarter of 2008, was primarily due to:

- higher allowances on color cosmetics, which reduced gross profit as a percentage of net sales by 1.9 percentage points;
- unfavorable foreign currency fluctuations (primarily the strengthening of the U.S. dollar which resulted in higher cost of goods in most international markets on goods purchased from the Company's facility in Oxford, North Carolina), which reduced gross profit as a percentage of net sales by 0.8 percentage points;
- higher pension expenses within cost of goods of \$1.3 million, which reduced gross profit as a percentage of net sales by 0.4 percentage points; partially offset by
- favorable manufacturing efficiencies and lower material costs, which increased gross profit as a percentage of net sales by 1.9 percentage points; and
- favorable changes in sales mix, which increased gross profit as a percentage of net sales by 0.8 percentage points.

SG&A expenses:

	Three Months Ended		Change
	March 31,		
	2009	2008	
SG&A expenses	\$160.2	\$172.8	\$ 12.6

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The decrease in SG&A expenses for the first quarter of 2009, as compared to the first quarter of 2008, was driven primarily by:

- \$9.7 million of favorable impact of foreign currency fluctuations;
- \$6.6 million of lower permanent display amortization expenses; partially offset by
- \$4.0 million of higher advertising costs, primarily associated with the launches of certain new products; and
- \$2.6 million of higher pension expenses, which were partially offset by lower general and administrative expenses.

Restructuring costs and other, net:

	Three Months Ended		Change
	March 31,		
	2009	2008	
Restructuring costs and other, net	\$ 0.5	\$ (6.2)	\$ (6.7)

During the first quarter of 2009, the Company recorded net charges of \$0.5 million to restructuring costs and other, net, of which \$0.4 million, \$0.4 million and \$0.4 million related to charges for employee severance and other employee-related termination costs in each of the U.K., Mexico and Argentina, respectively (together the "2009 Programs") and \$0.9 million related to the 2008 Programs. These restructuring charges were partially offset by income of \$1.6 million related to the sale of a facility in Argentina. All of the \$1.2 million of charges related to the 2009 Programs were cash charges and \$0.7 million was paid out in the first quarter of 2009, with the remaining \$0.5 million expected to be paid out by the end of 2009.

During the first quarter of 2008, the Company recorded income of \$6.2 million to restructuring costs and other, net, primarily due to a net gain of \$6.0 million related to the sale of a non-core trademark.

For a further discussion of the Company's 2006 Programs, 2007 Programs and 2008 Programs, see Note 3, "Restructuring Costs and Other, Net," to the Consolidated Financial Statements in the Company's Annual Report on Form 10-K for the year ended December 31, 2008 filed with the SEC on February 25, 2009 (the "2008 Form 10-K").

Other expenses:

	Three Months Ended		Change
	March 31,		
	2009	2008	
Interest expense	\$ 24.1	\$ 32.1	\$ 8.0

The decrease in interest expense was due to lower weighted average borrowing rates and lower debt levels during the first quarter of 2009, as compared to first quarter of 2008.

Gain on repurchase of debt:

	Three Months Ended		Change
	March 31,		
	2009	2008	
Gain on repurchase of debt	\$ (7.0)	\$ —	\$ 7.0

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In March 2009, Products Corporation used \$16.5 million of cash to repurchase an aggregate principal amount of \$23.9 million of its 9¹/₂% Senior Notes, and paid an additional \$1.2 million of accrued and unpaid interest and fees through the respective dates of the repurchases. As a result of these repurchases, the Company recorded a gain of \$7.0 million during the first quarter of 2009, which is net of the write-off of the ratable portion of unamortized debt discount and deferred financing fees. After these repurchases, the repurchased notes were cancelled and there remained outstanding \$366.1 million aggregate principal amount of the 9¹/₂% Senior Notes at March 31, 2009.

Provision for income taxes:

	<u>Three Months Ended</u>		<u>Change</u>
	<u>March 31,</u>		
	<u>2009</u>	<u>2008</u>	
Provision for income taxes	\$ (2.0)	\$ 5.8	\$ 7.8

The decrease in the tax provision for the first quarter of 2009, as compared to the first quarter of 2008, was attributable to lower income in foreign jurisdictions, as well as the favorable resolution of tax matters in a foreign jurisdiction.

Financial Condition, Liquidity and Capital Resources

Net cash provided by operating activities in the first quarter of 2009 was \$17.3 million, as compared to \$10.7 million in the first quarter of 2008. This improvement in cash provided in the first quarter of 2009, compared to the first quarter of 2008, was due to a higher net income and lower permanent display spending, partially offset by changes in net working capital.

Net cash provided by investing activities was \$0.2 million and \$3.9 million for the first quarters of 2009 and 2008, respectively. Net cash provided by investing activities for the first quarter of 2009 included \$2.3 million in net proceeds from the sale of certain assets, offset by cash used for capital expenditures of \$2.1 million. Net cash provided by investing activities for the first quarter of 2008 included \$6.6 million in net proceeds from the sale of a non-core trademark and certain assets, offset by cash used for capital expenditures of \$2.7 million.

Net cash used in financing activities was \$35.3 million and \$5.1 million for the first quarters of 2009 and 2008, respectively. Net cash used in financing activities for the first quarter of 2009 includes debt reduction payments of \$35.3 million, which is comprised of the repayment of \$18.7 million in principal amount of Products Corporation's 2006 Bank Term Loan and repurchases of \$23.9 million in aggregate principal amount of Products Corporation's 9¹/₂% Senior Notes at purchase price of \$16.5 million.

Net cash used in financing activities for the first quarter of 2008 included proceeds of \$170 million from the MacAndrews & Forbes Senior Subordinated Term Loan, which Products Corporation used to repay in full the \$167.4 million remaining aggregate principal amount of its 8⁵/₈% Senior Subordinated Notes, which matured on February 1, 2008, and to pay certain related fees and expenses, including the payment to MacAndrews & Forbes of a facility fee of \$2.55 million (or 1.5% of the total principal amount of such loan) upon MacAndrews & Forbes funding such loan. In addition, net cash used in financing activities in the 2008 period included \$8.5 million of net repayments under Products Corporation's 2006 Revolving Credit Facility (as hereinafter defined).

At March 31, 2009, the Company had a liquidity position (excluding cash in compensating balance accounts), of \$147.5 million, consisting of cash and cash equivalents (net of any outstanding checks) of \$27.0 million, as well as \$120.5 million in available borrowings under the 2006 Revolving Credit Facility.

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Long-Term Debt Instruments

For further detail regarding Products Corporation's long-term debt instruments, including Products Corporation's 2006 Bank Credit Agreements, its 9¹/₂% Senior Notes and the MacAndrews & Forbes Senior Subordinated Term Loan Agreement, see Note 9, "Long-Term Debt," to the Consolidated Financial Statements in the Company's 2008 Form 10-K.

2006 Bank Credit Agreements

In January 2009, Products Corporation made a required quarterly amortization payment of \$2.1 million under its 2006 Bank Term Loan. In February 2009, Products Corporation repaid \$16.6 million in principal amount under its 2006 Bank Term Loan, satisfying the requirement under the 2006 Term Loan Agreement to repay term loan indebtedness with 50% of its 2008 "excess cash flow" (as defined under such agreement). After giving effect to such repayments, the aggregate principal amount outstanding under Products Corporation's 2006 Term Loan Facility was approximately \$815 million at March 31, 2009.

Products Corporation was in compliance with all applicable covenants under the 2006 Credit Agreements as of March 31, 2009. At March 31, 2009, the 2006 Term Loan Facility was fully drawn and availability under the \$160.0 million 2006 Revolving Credit Facility, based upon the calculated borrowing base less \$13.1 million of outstanding undrawn letters of credit and \$4.0 million then drawn on the 2006 Revolving Credit Facility, was \$120.5 million.

9¹/₂% Senior Notes

In March 2009, Products Corporation used \$16.5 million of cash to repurchase an aggregate principal amount of \$23.9 million of its 9¹/₂% Senior Notes, and paid an additional \$1.2 million of accrued and unpaid interest and fees through the respective dates of the repurchases. As a result of these repurchases, the Company recorded a gain of \$7.0 million during the first quarter of 2009, which is net of the write-off of the ratable portion of unamortized debt discount and deferred financing fees. After these repurchases, the repurchased notes were cancelled and there remained outstanding \$366.1 million aggregate principal amount of the 9¹/₂% Senior Notes at March 31, 2009.

The Company may also, from time to time, seek to retire or purchase its outstanding debt in open market purchases, in privately negotiated transactions or otherwise. Such retirement or purchase of debt may be funded with operating cash flows of the business or other sources and will depend upon prevailing market conditions, liquidity requirements, contractual restrictions and other factors, and the amounts involved may be material.

MacAndrews & Forbes Senior Subordinated Term Loan

For detail regarding the MacAndrews & Forbes Senior Subordinated Term Loan Agreement, see Note 9, "Long-Term Debt," to the Consolidated Financial Statements in the Company's 2008 Form 10-K.

Interest Rate Swap Transactions

As of March 31, 2009, the Company had two floating-to-fixed interest rate swap transactions (the "Interest Rate Swaps"), each with a notional amount of \$150.0 million, expiring in September 2009 and April 2010, respectively, and each relating to indebtedness under Products Corporation's 2006 Term Loan Facility. The Interest Rate Swaps are designated as cash flow hedges of the variable interest rate payments on Products Corporation's 2006 Term Loan Facility. While the Company is exposed to credit loss in the event of the counterparty's non-performance, if any, the Company's exposure is limited to the net amount

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that Products Corporation would have received over the remaining balance of each Interest Rate Swap's term. The Company does not anticipate any non-performance and, furthermore, even in the case of any non-performance by the counterparty, the Company expects that any such loss would not be material. The fair value of the Company's Interest Rate Swaps was a liability of \$5.5 million at March 31, 2009.

Sources and Uses

The Company's principal sources of funds are expected to be operating revenues, cash on hand and funds available for borrowing under the 2006 Revolving Credit Facility and other permitted lines of credit. The 2006 Credit Agreements, the indenture governing Products Corporation's 9¹/₂% Senior Notes and the MacAndrews & Forbes Senior Subordinated Term Loan Agreement contain certain provisions that by their terms limit Products Corporation and its subsidiaries' ability to, among other things, incur additional debt.

The Company's principal uses of funds are expected to be the payment of operating expenses, including expenses in connection with the continued execution of the Company's business strategy, purchases of permanent wall displays, capital expenditure requirements, payments in connection with the Company's restructuring programs, severance not otherwise included in the Company's restructuring programs, debt service payments and costs and regularly scheduled pension and post-retirement benefit plan contributions and benefit payments. The Company's cash contributions to its pension and post-retirement benefit plans in the first quarter of 2009 were \$4.6 million. In accordance with the minimum pension contributions required under the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended by the Pension Protection Act of 2006 and amended by the Worker, Retiree and Employer Recovery Act of 2008, the Company expects cash contributions to its pension and post-retirement benefit plans to be approximately \$25 million to \$30 million in the aggregate for full year 2009. The Company's purchases of permanent wall displays and capital expenditures in the first quarter of 2009 were approximately \$11.9 million and \$2.1 million, respectively. The Company expects purchases of permanent wall displays and capital expenditures in the aggregate for full year 2009 to be approximately \$40 million and \$15 million, respectively, inclusive of amounts expended in the first quarter of 2009. (See "Restructuring Costs and Other, Net" above in this Form 10-Q for discussion of the Company's expected uses of funds in connection with its various restructuring programs.)

The Company has undertaken, and continues to assess, refine and implement, a number of programs to efficiently manage its cash and working capital, including, among other things, programs to reduce inventory levels over time, centralized purchasing to secure discounts and efficiencies in procurement, and providing additional discounts to U.S. customers for more timely payment of receivables, careful management of accounts payable and targeted controls on general and administrative spending.

Continuing to execute the Company's strategy could include taking advantage of additional opportunities to reposition, repackage or reformulate one or more brands or product lines, launching additional new products, acquiring businesses or brands, further refining the Company's approach to retail merchandising and/or taking further actions to optimize its manufacturing, sourcing and organizational size and structure. Any of these actions, whose intended purpose would be to create value through profitable growth, could result in the Company making investments and/or recognizing charges related to executing against such opportunities.

The Company expects that operating revenues, cash on hand and funds available for borrowing under the 2006 Revolving Credit Facility and other permitted lines of credit will be sufficient to enable the Company to cover its operating expenses for 2009, including cash requirements in connection with the payment of operating expenses, including expenses in connection with the execution of the Company's business strategy, purchases of permanent wall displays, capital expenditure requirements, payments in

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connection with the Company's restructuring programs, severance not otherwise included in the Company's restructuring programs, debt service payments and costs and regularly scheduled pension and post-retirement plan contributions and benefit payments. As a result of the decline in U.S. and global financial markets in 2008 and 2009, the market value of the Company's pension fund assets declined, which had the effect of reducing the funded status of such plans. At the same time, the discount rate used to value the Company's pension obligation increased, which partially offset the effect of the asset decline. The Company expects that these declines will result in increased cash contributions to the Company's pension plans in 2010 and beyond than otherwise would have been expected and that its results in 2009 will be impacted from increased pension expense.

There can be no assurance that available funds will be sufficient to meet the Company's cash requirements on a consolidated basis. If the Company's anticipated level of revenues are not achieved because of, among other things, decreased consumer spending in response to weak economic conditions or weakness in the cosmetics category in the mass retail channel; adverse changes in currency; decreased sales of the Company's products as a result of increased competitive activities by the Company's competitors; changes in consumer purchasing habits, including with respect to shopping channels; retailer inventory management, retailer space reconfigurations or reductions in retailer display space; or less than anticipated results from the Company's existing or new products or from its advertising and/or marketing plans; or if the Company's expenses, including, without limitation, for pension expense and/or cash contributions, advertising and promotions or for product returns related to any reduction of retail space, product discontinuances or otherwise, exceed the anticipated level of expenses, the Company's current sources of funds may be insufficient to meet the Company's cash requirements.

In the event of a decrease in demand for the Company's products, reduced sales, lack of increases in demand and sales, changes in consumer purchasing habits, including with respect to shopping channels, retailer inventory management, retailer space reconfigurations or reductions in retailer display space, product discontinuances and/or advertising and promotion expenses or returns expenses exceeding its expectations or less than anticipated results from the Company's existing or new products or from its advertising and/or marketing plans, any such development, if significant, could reduce the Company's revenues and could adversely affect Products Corporation's ability to comply with certain financial covenants under the 2006 Credit Agreements and in such event the Company could be required to take measures, including, among other things, reducing discretionary spending. **(See also Item 1A. "Risk Factors" in Revlon, Inc.'s 2008 Form 10-K for further discussion of certain risks associated with the Company's business).**

If the Company is unable to satisfy its cash requirements from the sources identified above or comply with its debt covenants, the Company could be required to adopt one or more of the following alternatives:

- delaying the implementation of or revising certain aspects of the Company's business strategy;
- reducing or delaying purchases of wall displays or advertising or promotional expenses;
- reducing or delaying capital spending;
- delaying, reducing or revising the Company's restructuring programs;
- refinancing Products Corporation's indebtedness;
- selling assets or operations;
- seeking additional capital contributions and/or loans from MacAndrews & Forbes, the Company's other affiliates and/or third parties;

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- selling additional Revlon, Inc. equity securities or debt securities of Revlon, Inc. or Products Corporation; or
- reducing other discretionary spending.

There can be no assurance that the Company would be able to take any of the actions referred to above because of a variety of commercial or market factors or constraints in Products Corporation's debt instruments, including, without limitation, market conditions being unfavorable for an equity or debt issuance, additional capital contributions and/or loans not being available from affiliates and/or third parties, or that the transactions may not be permitted under the terms of Products Corporation's various debt instruments then in effect, such as due to restrictions on the incurrence of debt, incurrence of liens, asset dispositions and related party transactions. In addition, such actions, if taken, may not enable the Company to satisfy its cash requirements or enable Products Corporation to comply with its debt covenants if the actions do not generate a sufficient amount of additional capital. **(See also Item 1A. "Risk Factors" in the Company's 2008 Form 10-K for further discussion of certain risks associated with the Company's business).**

Revlon, Inc., as a holding company, will be dependent on the earnings and cash flow of, and dividends and distributions from, Products Corporation to pay its expenses and to pay any cash dividend or distribution on Revlon, Inc.'s Class A Common Stock, par value of \$0.01 per share (the "Class A Common Stock") that may be authorized by Revlon, Inc.'s Board of Directors. The terms of the 2006 Credit Agreements, the indenture governing Products Corporation's 9¹/₂% Senior Notes and the MacAndrews & Forbes Senior Subordinated Term Loan Agreement generally restrict Products Corporation from paying dividends or making distributions, except that Products Corporation is permitted to pay dividends and make distributions to Revlon, Inc. to enable Revlon, Inc., among other things, to pay expenses incidental to being a public holding company, including, among other things, professional fees such as legal, accounting and insurance fees, regulatory fees, such as SEC filing fees, NYSE listing fees and other expenses related to being a public holding company and, subject to certain limitations, to pay dividends or make distributions in certain circumstances to finance the purchase by Revlon, Inc. of its Class A Common Stock in connection with the delivery of such Class A Common Stock to grantees under the Third Amended and Restated Revlon, Inc. Stock Plan.

As a result of dealing with suppliers and vendors in a number of foreign countries, Products Corporation enters into foreign currency forward exchange contracts and option contracts from time to time to hedge certain cash flows denominated in foreign currencies. The foreign currency forward exchange contracts are entered into primarily for the purpose of hedging anticipated inventory purchases and certain intercompany payments denominated in foreign currencies and generally have maturities of less than one year. There were foreign currency forward exchange contracts with a notional amount of \$50.4 million outstanding at March 31, 2009. The fair value of foreign currency forward exchange contracts outstanding at March 31, 2009 was \$1.3 million.

Disclosures about Contractual Obligations and Commercial Commitments

As of March 31, 2009, there had been no material changes to the Company's total contractual cash obligations, as set forth in the contractual obligations and commercial commitments table included in the Company's 2008 Form 10-K, other than the Company's debt reduction transactions in the first quarter of 2009 which included:

(1) Products Corporation repaying in January 2009 a \$2.1 million required quarterly amortization payment and repaying in February 2009 \$16.6 million in principal amount of term loan indebtedness outstanding under its 2006 Term Loan Facility, which repayment offsets Products Corporation's required

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quarterly term loan amortization payments through January 2011, and after giving effect to such repayments the principal amount outstanding under Products Corporation's 2006 Term Loan Facility was approximately \$815 million; and

(2) Products Corporation repurchasing an aggregate principal amount of \$23.9 million of its 9¹/₂% Senior Notes due April 1, 2011 at a purchase price of \$16.5 million, and paying an additional \$1.2 million of accrued and unpaid interest and fees through the respective dates of the repurchases, which notes were cancelled, after which there remained outstanding \$366.1 million in aggregate principal amount of the 9¹/₂% Senior Notes at March 31, 2009.

The following table reflects the impact of such debt reduction transactions on the Company's long-term debt obligations:

Contractual Obligations As of March 31, 2009	Payments Due by Period (dollars in millions)				
	Total	2009 Q2-Q4	2010-2011	2012-2013	After 2013
Long-term Debt, including Current Portion	\$1,185.3	\$ 0.2	\$ 372.6	\$ 812.5	\$ —
Interest on Long-term Debt ^(a)	209.3	70.7	136.6	2.0	—

(a) Consists of interest primarily on the 9¹/₂% Senior Notes and on the 2006 Term Loan Facility through the respective maturity dates based upon assumptions regarding the amount of debt outstanding under the 2006 Credit Facilities and assumed interest rates. In addition, this amount reflects the impact of the Interest Rate Swaps, each covering \$150 million notional amount under the 2006 Term Loan Facility, which resulted in an effective weighted average interest rate of 5.9% on the 2006 Term Loan Facility as of March 31, 2009. (See "Financial Condition, Liquidity and Capital Resources – Interest Rate Swap Transactions").

Off-Balance Sheet Transactions

The Company does not maintain any off-balance sheet transactions, arrangements, obligations or other relationships with unconsolidated entities or others that are reasonably likely to have a material current or future effect on the Company's financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources.

Discussion of Critical Accounting Policies

For a discussion of the Company's critical accounting policies, see the Company's 2008 Form 10-K.

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Item 3. Quantitative and Qualitative Disclosures about Market Risk

The Company has exposure to market risk both as a result of changing interest rates and movements in foreign currency exchange rates. The Company's policy is to manage market risk through a combination of fixed and floating rate debt, the use of foreign exchange forward contracts, interest rate swap transactions and option contracts. The Company does not hold or issue financial instruments for trading purposes. The qualitative and quantitative information presented in Item 7A of the Company's 2008 Form 10-K ("Item 7A") describes significant aspects of the Company's financial instrument programs that have material market risk as of December 31, 2008. The following table presents the information required by Item 7A as of March 31, 2009:

Debt	Expected Maturity Date for the year ended December 31,						Total	Fair Value March 31, 2009
	2009	2010	2011	2012	2013	Thereafter		
	(dollars in millions, except for rate information)							
Short-term variable rate (various currencies)	\$ 0.9						\$ 0.9	\$ 0.9
Average interest rate ^(a)	6.3%							
Short-term fixed rate — third party (various currencies)	\$ 0.2						0.2	0.2
Average interest rate	6.0%							
Long-term fixed rate — third party (\$US)			\$ 366.1				366.1	267.3
Average interest rate			9.5%					
Long-term fixed rate — affiliates (\$US)		\$ 107.0 ^(b)					107.0	82.3
Average interest rate		11.0%						
Long-term variable rate — third party (\$US)			\$ 6.5	\$ 812.5			819.0	615.3
Average interest rate ^{(a)(c)}			7.2%	5.8%				
Total debt	\$ 1.1	\$ 107.0	\$ 372.6	\$ 812.5	\$ —	\$ —	\$ 1,293.2	\$ 966.0

- (a) Weighted average variable rates are based upon implied forward rates from the U.S. Dollar LIBOR yield curves at March 31, 2009.
- (b) Represents the \$107 million remaining aggregate principal amount of the MacAndrews & Forbes Senior Subordinated Term Loan, which matures on the earlier of (1) the date that Revlon, Inc. issues equity with gross proceeds of at least \$107 million, which proceeds would be used to repay the \$107 million remaining aggregate principal balance of the MacAndrews & Forbes Senior Subordinated Term Loan, or (2) August 1, 2010 and bears interest at an annual rate of 11%, which is payable in arrears in cash on March 31, June 30, September 30 and December 31 of each year. (See "Financial Condition, Liquidity and Capital Resources — MacAndrews & Forbes Senior Subordinated Term Loan").
- (c) Based upon the implied forward rate from the U.S. Dollar LIBOR yield curve at March 31, 2009, this reflects the impact of the Interest Rate Swaps, each covering \$150 million notional amount under the 2006 Term Loan Facility, which would result in an effective weighted average interest rate of 5.8% on the 2006 Term Loan Facility at March 31, 2009.

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Forward Contracts	<u>Average Contractual Rate \$/FC</u>	<u>Original US Dollar Notional Amount</u>	<u>Contract Value March 31, 2009</u>	<u>Fair Value March 31, 2009</u>
Sell Canadian Dollars /Buy USD	0.8349	\$ 15.9	\$ 16.7	\$ 0.8
Sell Australian Dollars/Buy USD	0.6913	9.9	10.0	0.1
Sell British Pounds/Buy USD	1.4956	8.8	9.2	0.4
Sell South African Rand/Buy USD	0.1021	4.8	4.8	—
Buy Australian Dollars/Sell New Zealand Dollars	1.2144	3.3	3.4	0.1
Sell Euros/Buy USD	1.3851	1.3	1.3	—
Sell New Zealand Dollars/Buy USD	0.5549	0.8	0.8	—
Sell USD/Buy South African Rand	0.1064	5.4	5.3	(0.1)
Sell Hong Kong Dollars/Buy USD	0.1290	0.2	0.2	—
Total forward contracts		<u>\$ 50.4</u>	<u>\$ 51.7</u>	<u>\$ 1.3</u>

Interest Rate Swap Transactions(a)	<u>Expected Maturity date for the year ended December 31,</u>		<u>Total</u>	<u>Fair Value March 31, 2009</u>
	<u>2009</u>	<u>2010</u>		
Notional Amount	\$150.0	\$150.0	\$300.0	\$ (5.5)
Average Pay Rate	3.676%	2.66%		
Average Receive Rate	3-month USD LIBOR	3-month USD LIBOR		

(a) As of March 31, 2009, the Company had two floating-to-fixed Interest Rate Swaps, each with a notional amount of \$150.0 million, expiring in September 2009 and April 2010, respectively, and each relating to indebtedness under Products Corporation's 2006 Term Loan Facility. The Interest Rate Swaps are designated as cash flow hedges of the variable interest rate payments on Products Corporation's 2006 Term Loan Facility. (See "Financial Condition, Liquidity and Capital Resources — Interest Rate Swap Transactions").

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Item 4. Controls and Procedures

(a) **Disclosure Controls and Procedures.** The Company maintains disclosure controls and procedures that are designed to ensure that information required to be disclosed in the Company's reports under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to management, including the Company's Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. The Company's management, with the participation of the Company's Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of the Company's disclosure controls and procedures as of the end of the three-month period covered by this Quarterly Report on Form 10-Q. Based upon such evaluation, the Chief Executive Officer and Chief Financial Officer have concluded that, as of the end of such period, the Company's disclosure controls and procedures were effective.

(b) **Changes in Internal Control Over Financial Reporting.** There have not been any changes in the Company's internal control over financial reporting during the first quarter of 2009 that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

Forward-Looking Statements

This Quarterly Report on Form 10-Q for the quarter ended March 31, 2009, as well as other public documents and statements of the Company, contain forward-looking statements that involve risks and uncertainties, which are based on the beliefs, expectations, estimates, projections, forecasts, plans, anticipations, targets, outlooks, initiatives, visions, objectives, strategies, opportunities, drivers, focus and intents of the Company's management. While the Company believes that its estimates and assumptions are reasonable, the Company cautions that it is very difficult to predict the impact of known factors, and, of course, it is impossible for the Company to anticipate all factors that could affect its results. The Company's actual results may differ materially from those discussed in such forward-looking statements. Such statements include, without limitation, the Company's expectations and estimates (whether qualitative or quantitative) as to:

- (i) the Company's future financial performance;
- (ii) the effect on sales of decreased consumer spending in response to weak economic conditions or weakness in the cosmetics category in the mass retail channel; adverse changes in currency; decreased sales of the Company's products as a result of increased competitive activities by the Company's competitors; changes in consumer purchasing habits, including, with respect to shopping channels; retailer inventory management; retailer space reconfigurations or reductions in retailer display space; less than anticipated results from the Company's existing or new products or from its advertising and/or marketing plans; or if the Company's expenses, including, without limitation, for pension expense and/or cash contributions, advertising and promotions or for product returns related to any reduction of retail space, product discontinuances or otherwise, exceed the anticipated level of expenses;
- (iii) the Company's belief that the continued execution of its business strategy could include taking advantage of additional opportunities to reposition, repackage or reformulate one or more brands or product lines, launching additional new products, acquiring businesses or brands, further refining its approach to retail merchandising and/or taking further actions to optimize its manufacturing, sourcing and organizational size and structure, any of which, whose intended purpose would be to create value through profitable growth, could result in the Company making investments and/or recognizing charges related to executing against such opportunities;
- (iv) our expectations regarding our business strategy, including our plans to (a) build and leverage our strong brands; (b) improve the execution of our strategies and plans and provide for continued improvement in our organizational capability through enabling and developing our

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- employees; (c) continue to strengthen our international business; (d) improve our operating profit margins and cash flow; and (e) improve our capital structure;
- (v) restructuring activities, restructuring costs, the timing of restructuring payments and the benefits from such activities;
 - (vi) the Company's expectation that operating revenues, cash on hand and funds available for borrowing under Products Corporation's 2006 Revolving Credit Facility and other permitted lines of credit will be sufficient to enable the Company to cover its operating expenses for 2009, including the cash requirements referred to in item (viii) below;
 - (vii) the Company's expected principal sources of funds, including operating revenues, cash on hand and funds available for borrowing under Products Corporation's 2006 Revolving Credit Facility and other permitted lines of credit, as well as the availability of funds from refinancing Products Corporation's indebtedness, selling assets or operations, capital contributions and/or loans from MacAndrews & Forbes, the Company's other affiliates and/or third parties and/or the sale of additional equity securities of Revlon, Inc. or additional debt securities of Revlon, Inc. or Products Corporation;
 - (viii) the Company's expected principal uses of funds, including amounts required for the payment of operating expenses, including expenses in connection with the continued execution of the Company's business strategy, payments in connection with the Company's purchases of permanent wall displays, capital expenditure requirements, restructuring programs, severance not otherwise included in the Company's restructuring programs, debt service payments and costs and regularly scheduled pension and post-retirement benefit plan contributions and benefit payments, and its estimates of operating expenses, the amount and timing of restructuring costs and payments, severance costs and payments, debt service payments (including payments required under Products Corporation's debt instruments), cash contributions to the Company's pension plans and its other post-retirement benefit plans and benefit payments in 2009, purchases of permanent wall displays and capital expenditures;
 - (ix) matters concerning the Company's market-risk sensitive instruments, including the Interest Rate Swaps, which are intended to reduce the effects of floating interest rates and the Company's exposure to interest rate volatility by hedging against fluctuations in variable interest rate payments on the applicable notional amounts of Products Corporation's long-term debt under its 2006 Term Loan Facility, as well as the Company's expectations as to the counterparty's performance, including that any loss arising from the non-performance by the counterparty would not be material;
 - (x) the Company's plan to efficiently manage its cash and working capital, including, among other things, programs to reduce inventory levels over time, centralized purchasing to secure discounts and efficiencies in procurement, and providing additional discounts to U.S. customers for more timely payment of receivables, careful management of accounts payable and targeted controls on general and administrative spending; and
 - (xi) the Company's expectations regarding future pension expense and cash contributions, including as a result of the decline in the U.S. and global financial markets in 2008 and 2009, the Company's expectation that these declines will result in increased cash contributions to the Company's pension plans in 2010 and beyond than otherwise would have been expected and that its results in 2009 will be impacted from increased pension expense.

Statements that are not historical facts, including statements about the Company's beliefs and expectations, are forward-looking statements. Forward-looking statements can be identified by, among other things, the use of forward-looking language such as "estimates," "objectives," "visions," "projects," "forecasts," "focus," "drive towards," "plans," "targets," "strategies," "opportunities," "drivers," "believes," "intends," "outlooks," "initiatives," "expects," "scheduled to," "anticipates," "seeks," "may," "will" or

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“should” or the negative of those terms, or other variations of those terms or comparable language, or by discussions of strategies, targets, models or intentions. Forward-looking statements speak only as of the date they are made, and except for the Company’s ongoing obligations under the U.S. federal securities laws, the Company undertakes no obligation to publicly update any forward-looking statements, whether as a result of new information, future events or otherwise.

Investors are advised, however, to consult any additional disclosures the Company made or may make in its 2008 Form 10-K, and in its Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, in each case filed with the SEC in 2009 (which, among other places, can be found on the SEC’s website at <http://www.sec.gov>, as well as on the Company’s website at www.revloninc.com). The information available from time to time on such websites shall not be deemed incorporated by reference into this Quarterly Report on Form 10-Q. A number of important factors could cause actual results to differ materially from those contained in any forward-looking statement. (See also Item 1A. “Risk Factors” in the Company’s 2008 Form 10-K for further discussion of risks associated with the Company’s business.) In addition to factors that may be described in the Company’s filings with the SEC, including this filing, the following factors, among others, could cause the Company’s actual results to differ materially from those expressed in any forward-looking statements made by the Company:

- (i) unanticipated circumstances or results affecting the Company’s financial performance, including decreased consumer spending in response to weak economic conditions or weakness in the cosmetics category in the mass retail channel; changes in consumer preferences, such as reduced consumer demand for the Company’s color cosmetics and other current products, including new product launches; changes in consumer purchasing habits, including with respect to shopping channels; lower than expected retail customer acceptance or consumer acceptance of, or less than anticipated results from, the Company’s existing or new products; higher than expected pension expense and/or cash contributions, advertising and promotion expenses or lower than expected results from the Company’s advertising and/or marketing plans; higher than expected product returns or decreased sales of the Company’s existing or new products; actions by the Company’s customers, such as retailer inventory management and greater than anticipated retailer space reconfigurations or reductions in retail space and/or product discontinuances; and changes in the competitive environment and actions by the Company’s competitors, including business combinations, technological breakthroughs, new products offerings, increased advertising, marketing and promotional spending and marketing and promotional successes by competitors, including increases in share in the mass retail channel;
- (ii) in addition to the items discussed in (i) above, the effects of and changes in economic conditions (such as continued volatility in the financial markets, inflation, monetary conditions and foreign currency fluctuations, as well as in trade, monetary, fiscal and tax policies in international markets) and political conditions (such as military actions and terrorist activities);
- (iii) unanticipated costs or difficulties or delays in completing projects associated with the continued execution of the Company’s business strategy or lower than expected revenues or the inability to create value through profitable growth as a result of such strategy, including lower than expected sales, or higher than expected costs, including as may arise from any additional repositioning, repackaging or reformulating of one or more brands or product lines, launching of new product lines, including difficulties or delays, or higher than expected expenses, including for returns, in launching its new products, acquiring businesses or brands, further refining its approach to retail merchandising, and/or difficulties, delays or increased costs in connection with taking further actions to optimize the Company’s manufacturing, sourcing, supply chain or organizational size and structure;
- (iv) difficulties, delays or unanticipated costs in executing the Company’s business strategy, which could affect our ability to achieve our objectives as set forth in clause (iv) above, such as (a) less than effective product development, less than expected acceptance of our new or existing

REVLON, INC. AND SUBSIDIARIES

products by consumers and/or retail customers, less than expected acceptance of our advertising, promotion and/or marketing plans by our consumers and/or retail customers, less than expected investment in advertising or greater than expected competitive investment, less than expected acceptance of our brand communication by consumers and/or retail partners, less than expected levels of advertising and/or promotion for our new product launches and/or less than expected levels of execution with our retail partners or higher than expected costs and expenses; (b) difficulties, delays or the inability to improve the execution of our strategies and plans and/or build our organizational capability, provide employees with opportunities to develop professionally and/or provide employees who have demonstrated capability with new and expanded responsibilities or roles; (c) difficulties, delays or unanticipated costs in connection with our plans to continue to strengthen our international business, such as due to higher than anticipated levels of investment required to support and build our brands globally or less than anticipated results from our national and multi-national brands; (d) difficulties, delays or unanticipated costs in connection with our plans to improve our operating profit margins and cash flow, such as difficulties, delays or the inability to take actions intended to improve results in sales returns, cost of goods sold, general and administrative expenses, in working capital management and/or sales growth; and/or (e) difficulties, delays or unanticipated costs in, or our inability to improve our capital structure and/or consummate transactions to do so, including higher than expected costs (including interest rates);

- (v) difficulties, delays or unanticipated costs or less than expected savings and other benefits resulting from the Company's restructuring activities, such as less than anticipated cost reductions or other benefits from the 2009 Programs, 2008 Programs, 2007 Programs and/or 2006 Programs and the risk that the 2009 Programs, 2008 Programs, 2007 Programs and/or the 2006 Programs may not satisfy the Company's objectives;
- (vi) lower than expected operating revenues, cash on hand and/or funds available under the 2006 Revolving Credit Facility and/or other permitted lines of credit or higher than anticipated operating expenses, such as referred to in clause (viii) below;
- (vii) the unavailability of funds under Products Corporation's 2006 Revolving Credit Facility or other permitted lines of credit, or from refinancing indebtedness, or from capital contributions or loans from MacAndrews & Forbes, the Company's other affiliates and/or third parties and/or the sale of additional equity of Revlon, Inc. or debt securities of Revlon, Inc. or Products Corporation;
- (viii) higher than expected operating expenses, sales returns, working capital expenses, permanent wall display costs, capital expenditures, restructuring costs, severance not otherwise included in the Company's restructuring programs, debt service payments, regularly scheduled cash pension plan contributions and/or post-retirement benefit plan contributions and benefit payments, purchases of permanent wall displays and/or capital expenditures;
- (ix) interest rate or foreign exchange rate changes affecting the Company and its market-risk sensitive financial instruments, including less than anticipated benefits or other unanticipated effects of the Interest Rate Swaps and/or difficulties, delays or the inability of the counterparty to perform such transactions;
- (x) difficulties, delays or the inability of the Company to efficiently manage its cash and working capital; and/or
- (xi) lower than expected returns on pension plan assets and/or lower discount rates, which could result in higher than expected cash contributions and pension expense and/or a more than expected adverse impact on the Company's financial results and/or financial condition.

Factors other than those listed above could also cause the Company's results to differ materially from expected results. This discussion is provided as permitted by the Private Securities Litigation Reform Act of 1995.

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Website Availability of Reports and Other Corporate Governance Information

The Company maintains a comprehensive corporate governance program, including Corporate Governance Guidelines for Revlon, Inc.'s Board of Directors, Revlon, Inc.'s Board Guidelines for Assessing Director Independence and charters for Revlon, Inc.'s Audit Committee, Nominating and Corporate Governance Committee and Compensation and Stock Plan Committee. Revlon, Inc. maintains a corporate investor relations website, www.revloninc.com, where stockholders and other interested persons may review, without charge, among other things, Revlon, Inc.'s corporate governance materials and certain SEC filings (such as Revlon, Inc.'s annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, proxy statements, annual reports, Section 16 reports reflecting certain changes in the stock ownership of Revlon, Inc.'s directors and Section 16 officers, and certain other documents filed with the SEC), each of which are generally available on the same business day as the filing date with the SEC on the SEC's website <http://www.sec.gov>, as well as on the Company's website <http://www.revloninc.com>. In addition, under the section of its website entitled, "Corporate Governance," Revlon, Inc. posts printable copies of the latest versions of its Corporate Governance Guidelines, Board Guidelines for Assessing Director Independence, charters for Revlon, Inc.'s Audit Committee, Nominating and Corporate Governance Committee and Compensation and Stock Plan Committee, as well as Revlon, Inc.'s Code of Business Conduct, which includes Revlon, Inc.'s Code of Ethics for Senior Financial Officers, and the Audit Committee Pre-Approval Policy, each of which the Company will provide in print, without charge, upon written request to Robert K. Kretzman, Executive Vice President and Chief Legal Officer, Revlon, Inc., 237 Park Avenue, New York, NY 10017. The business and financial materials and any other statement or disclosure on, or made available through, the websites referenced herein shall not be deemed incorporated by reference into this report.

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PART II — OTHER INFORMATION

Item 1A. Risk Factors

In addition to the other information set forth in this report, when evaluating the Company's business, investors should carefully consider the risk factors discussed in Part I, "Item 1A. Risk Factors" in the Company's 2008 Form 10-K.

Item 6. Exhibits

- *10.1 Amended and Restated Employment Agreement, dated as of March 1, 2009, between Products Corporation and Alan T. Ennis.
- *10.2 Revlon Executive Severance Pay Plan.
- *31.1 Certification of David L. Kennedy, Chief Executive Officer, dated April 30, 2009, pursuant to Rule 13a-14(a)/15d-14(a) of the Exchange Act.
- *31.2 Certification of Alan T. Ennis, Chief Financial Officer, dated April 30, 2009, pursuant to Rule 13a-14(a)/15d-14(a) of the Exchange Act.
- 32.1 Certification of David L. Kennedy, Chief Executive Officer, dated April 30, 2009, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
(furnished herewith)
- 32.2 Certification of Alan T. Ennis, Chief Financial Officer, dated April 30, 2009, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
(furnished herewith)

* Filed herewith.

REVLON, INC. AND SUBSIDIARIES

S I G N A T U R E S

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Dated: April 30, 2009

REVLON, INC.

Registrant

By: /s/ Alan T. Ennis

Alan T. Ennis
Executive Vice President and
Chief Financial Officer

By: /s/ Edward A. Mammone

Edward A. Mammone
Senior Vice President,
Corporate Controller and
Chief Accounting Officer

This **AMENDED AND RESTATED EMPLOYMENT AGREEMENT** (this “Agreement”), dated as of March 1, 2009, is entered into by and between REVLON CONSUMER PRODUCTS CORPORATION, a Delaware corporation (“RCPC” and, together with its parent Revlon, Inc. (“Revlon”) and its subsidiaries, the “Company”), and Alan T. Ennis (the “Executive”).

Whereas, RCPC wishes to continue to employ the Executive and the Executive wishes to accept continued employment with the Company on the terms and conditions set forth in this Agreement.

Now, therefore, RCPC and the Executive hereby agree as follows:

Employment, Duties and Acceptance.

1.1 Employment, Duties. RCPC hereby employs the Executive for the Term (as defined in Section 2.1) to render exclusive and full-time services to the Company in the respective capacities of (i) Executive Vice President, Chief Financial Officer and Treasurer of Revlon and RCPC, with responsibility for all financial operations of the Company, including, without limitation, treasury, controllers group, accounting, internal audit, internal control over financial reporting, investor relations and tax, and (ii) President, Revlon International, with responsibility for the general management of the Company’s International operations. The Executive shall report to the Company’s President and Chief Executive Officer (the “CEO”) and shall also perform such other duties and responsibilities consistent with each of his positions (including service as a director of Revlon and/or RCPC, and/or as a director or officer of any subsidiary of the Company, if so elected), as may be assigned to the Executive from time to time by the CEO. The Executive’s title shall be President, Revlon International and Executive Vice President, Chief Financial Officer and Treasurer. The Executive shall be a member of the Operating Committee or such other committee of the Company’s most senior executives as may succeed the Operating Committee from time to time. RCPC agrees to use its best efforts to cause the Executive to be elected to the Board of Directors of Revlon and of RCPC, so that the Executive may serve as a member of both Boards throughout the Term.

1.2 Acceptance. The Executive hereby accepts such employment and agrees to render the services described above. During the Term, the Executive agrees to serve the Company faithfully and to the best of the Executive’s ability, to devote the Executive’s entire business time, energy and skill to such employment, and to use the Executive’s best efforts, skill and ability to promote the Company’s interests.

1.3 Location. The duties to be performed by the Executive hereunder shall be performed primarily at the office of RCPC in the New York City metropolitan area, subject to reasonable travel requirements consistent with the nature of the Executive’s duties from time to time on behalf of the Company.

1.4 Performance Warranty. As an inducement for the Company to enter into this Agreement, the Executive hereby represents that the Executive is not a party to any contract,

agreement or understanding which prevents, prohibits or limits the Executive in any way from entering into and fully performing the Executive's obligations under this Agreement and any duties and responsibilities that may be assigned to the Executive hereunder.

2. Term of Employment; Certain Post-Term Benefits.

2.1 The Term. The Term of the Executive's employment under this Agreement (the "Term") shall commence on the date hereof (the "Effective Date") and shall end twenty-four (24) months after RCPC provides to the Executive a notice of non-renewal, unless in either case sooner terminated pursuant to Section 4. During any period that the Executive's employment shall continue following the end of the Term, the Executive shall be deemed an employee at will, provided, however, that the Executive shall be eligible for severance on the terms and subject to the conditions of the Revlon Executive Severance Pay Plan as in effect from time to time, or such plan or plans, if any, as may succeed it (the "Executive Severance Plan"), provided that the severance and benefit continuation period for the Executive under the Executive Severance Plan shall be not less than 24 months, subject to the terms and conditions of such plan.

2.2 Special Curtailment. The Term shall end earlier than the date provided in Section 2.1, if sooner terminated pursuant to Section 4.

3. Compensation; Benefits.

3.1 Salary. The Company agrees to pay the Executive during the Term a base salary, payable bi-weekly, at the annual rate of not less than \$680,000 (the "Base Salary"). All payments of Base Salary or other compensation hereunder shall be less such deductions or withholdings as are required by applicable law and regulations. The Executive will be considered for merit increases in connection with the Executive's performance evaluations, which are performed in accordance with the Company's salary administration policies and procedures. In the event that RCPC, in its sole discretion, from time to time determines to increase the Base Salary, such increased amount shall, from and after the effective date of the increase, constitute "Base Salary" for purposes of this Agreement and shall not thereafter be decreased.

3.2 Bonus. The Executive shall be eligible to participate in the Revlon Executive Bonus Plan as in effect from time to time, or such plan or plans, if any, as may succeed it (the "Bonus Plan"), with maximum bonus eligibility of 100% of Base Salary for significantly over-achieving performance objectives set by the Compensation Committee or its designee and target bonus eligibility of 75% of Base Salary for achieving performance objectives set by the Compensation Committee or its designee, subject to the terms and conditions of such Bonus Plan. In the event that the Executive's employment shall terminate pursuant to Section 4.4 during any calendar year, the Executive's bonus with respect to the year during which such termination occurs shall be prorated for the actual number of days of active employment during such year and such bonus as prorated shall be payable (i) if and to the extent bonuses are payable to executives under the Bonus Plan for that year based upon achievement of the objectives set for that year and not including any discretionary bonus amounts which may otherwise be payable to other executives despite non-achievement of bonus objectives for such year and (ii) on the date bonuses would otherwise be payable to executives under the Bonus Plan. Notwithstanding anything herein or contained in the Bonus Plan to the contrary, in the event that the Executive's

employment shall terminate pursuant to Section 4.4 during any calendar year, the Executive shall be entitled to receive the Executive's bonus (if not already paid) with respect to the year immediately preceding the year of termination (if bonuses with respect to such year are payable to other executives based upon achievement of bonus objectives and not based upon discretionary amounts which may be paid to other executives despite non-achievement of bonus objectives) as and when such bonuses would otherwise be payable to executives under the Bonus Plan, despite the fact that Executive may not be actively employed on such date of payment.

3.3 Stock-Based Compensation. The Executive shall be eligible for recommendation to the Compensation Committee or other committee of the Board administering the Third Amended and Restated Revlon, Inc. Stock Plan or any plan that may replace it, as from time to time in effect, to receive an award of stock options, restricted shares or other awards during the Term, at levels, on terms, and at such times as are generally applicable to other senior executives of the Executive's level, in accordance with the Company's long-term stock incentive program as in effect from time to time, provided that the Executive must be actively employed on the date of such grant.

3.4 Business Expenses. RCPC shall pay or reimburse the Executive for all reasonable expenses actually incurred or paid by the Executive during the Term in the performance of the Executive's services under this Agreement, subject to and in accordance with the Revlon Travel and Entertainment Policy as in effect from time to time, or such policy or policies, if any, as may succeed it.

3.5 Vacation. During each year of the Term, the Executive shall be entitled to a vacation period or periods in accordance with the vacation policy of the Company as in effect from time to time, but not less than four weeks.

3.6 Fringe Benefits. During the Term, the Executive shall be entitled to participate in those qualified and non-qualified defined benefit, defined contribution, group life insurance, medical, dental, disability and other benefit plans and programs of the Company as from time to time in effect (or their successors) generally made available to other executives of the Executive's level and in such other plans and programs and in such perquisites, as from time to time in effect, as may be generally made available to senior executives of the Company of the Executive's level generally. Further, during the Term, the Executive will be eligible (a) to participate in Revlon's Executive Financial Counseling and Tax Preparation Program, as from time to time in effect, or such program or programs, if any, as may succeed it, and (b) to receive a car allowance at the rate of \$15,000 per annum, under the car allowance program as in effect from time to time, or such program or programs, if any, as may succeed it.

3.7 Internal Revenue Code Section 409A. Section 409A of the Code (as defined below) and/or its related rules and regulations ("Section 409A"), imposes additional taxes and interest on compensation or benefits deferred under certain "nonqualified deferred compensation plans" (as defined under the Code). These plans may include, among others, nonqualified retirement plans, bonus plans, stock option plans, employment agreements and severance agreements. The Company reserves the right to provide compensation or benefits under any such plan in amounts, at times and in a manner that minimizes taxes, interest or penalties as a result of Section 409A, including any required withholdings, and the Executive agrees to cooperate with the Company in such actions. Specifically, and without limitation of the previous

sentence, if the Executive is a “specified employee,” as such term is defined under Section 409A (generally one of the Company’s top 50 highest paid officers), to the extent required under Section 409A, the Company will not make any payments to the Executive under this Agreement upon a “separation from service,” as such term is defined under Section 409A, until six months after the Executive’s date of separation from service or, if earlier, the date of the Executive’s death. Upon expiration of the six-month period, or, if earlier, the date of the Executive’s death, the Company shall make a payment to the Executive (or his beneficiary or estate, if applicable) equal to the sum of all payments that would have been paid to the Executive from the date of separation from service had the Executive not been a “specified employee” through the end of the six month period, and thereafter the Company will make all the payments at the times specified in this Agreement or applicable policy, as the case may be. In addition, the Company and the Executive agree that, for purposes of this Agreement, termination of employment (or any variation thereof) will satisfy all of the requirements of “separation from service” as defined under Section 409A. For purposes of this Agreement, the right to a series of installment payments, such as salary continuation or severance payments, shall be treated as the right to a series of separate payments and shall not be treated as a right to a single payment. For purposes of this Agreement, the term “Code” shall mean the Internal Revenue Code of 1986, as amended, including all final regulations promulgated thereunder, and any reference to a particular section of the Code shall include any provision that modifies, replaces or supersedes such section.

4. Termination.

4.1 Death. If the Executive shall die during the Term, the Term shall terminate and no further amounts or benefits shall be payable hereunder, other than (i) for accrued, but unpaid, Base Salary as of such date and (ii) pursuant to life insurance provided under Section 3.6.

4.2 Disability. If during the Term the Executive shall become physically or mentally disabled, whether totally or partially, such that the Executive is unable to perform the Executive’s services hereunder for (i) a period of six consecutive months or (ii) shorter periods aggregating six months during any twelve month period, RCPC may at any time after the last day of the six consecutive months of disability or the day on which the shorter periods of disability shall have equaled an aggregate of six months, by written notice to the Executive (but before the Executive has returned to active service following such disability), terminate the Term and no further amounts or benefits shall be payable hereunder.

4.3 Cause. RCPC may at any time by written notice to the Executive terminate the Term for “Cause” and, upon such termination, the Executive shall be entitled to receive no further amounts or benefits hereunder, except for accrued, but unpaid, salary as of such date and as required by law. As used herein the term “Cause” shall mean (a) gross neglect by the Executive of the Executive’s duties hereunder, (b) conviction of the Executive of any felony, conviction of the Executive of any lesser crime or offense involving the property of the Company or any of its affiliates, (c) misconduct by the Executive in connection with the performance of the Executive’s duties hereunder or other breach by the Executive of this Agreement (specifically including, without limitation, Section 1.4), (d) any breach of the Revlon Code of Business Conduct, including, without limitation, the Code of Ethics for Senior Financial Officers, or the Employee’s Agreement as to Confidentiality and Non-Competition, or (e) any other conduct on the part of the Executive which would make the Executive’s continued employment by the Company prejudicial to the best interests of the Company.

4.4 Company Breach; Other Termination. The Executive shall be entitled to terminate the Term and the Executive's employment upon 60 days' prior written notice (if during such period RCPC fails to cure any such breach) in the event that RCPC materially breaches any of its obligations hereunder. In addition, RCPC shall be entitled to terminate the Term and the Executive's employment at any time and without prior notice (otherwise than pursuant to the provisions of Section 4.2 or 4.3). In consideration of the Executive's covenant in Section 5.2, upon termination under this Section 4.4 by the Executive, or in the event RCPC so terminates the Term otherwise than pursuant to the provisions of Section 4.2 or 4.3, RCPC agrees, and the Company's sole obligation arising from such termination shall be, for RCPC either

(i) to make payments in lieu of Base Salary in the amounts prescribed by Section 3.1, to pay the Executive the portion, if any, of any annual bonus contemplated by Section 3.2 and to continue the Executive's participation in the medical, dental and group life insurance plans and other perquisites of the Company in which the Executive was entitled to participate pursuant to Section 3.6 (in each case less amounts required by law to be withheld) through the date on which the Term would have ended pursuant to Section 2.1, if RCPC had given notice of non-renewal on the date of termination (such period shall be referred to as the "Severance Period"), provided that (1) such benefit continuation is subject to the terms of such plans, (2) life insurance continuation is subject to a limit of two years, (3) the Executive shall cease to be covered by medical and/or dental plans of the Company at such time as the Executive becomes covered by like plans of another company, (4) any bonus payments required pursuant to this Section 4.4(i) shall be payable as and when bonuses would otherwise be payable to executives under the Bonus Plan as then in effect, (5) the Executive shall, as a condition, execute such release, confidentiality, non-competition and other covenants as would be required in order for the Executive to receive payments and benefits under the Executive Severance Plan that is applicable to the Executive referred to in clause (ii) below, and (6) any cash compensation paid or payable or any non-cash compensation paid or payable in lieu of cash compensation earned by the Executive from other employment or consultancy during such period shall reduce the payments provided for herein payable with respect to such other employment or consultancy, or

(ii) to make the payments and provide the benefits prescribed by, and in accordance with the terms and conditions of, the Executive Severance Plan.

The Company shall provide the greater of the payments and other benefits described under clauses (i) and (ii) of this Section 4.4; provided, however, if the provision of any benefits described above would trigger a tax under Section 409A, the Company shall instead promptly pay to the Executive in a cash lump sum payment an amount equal to the value (based on the then-current cost to the Company) of such benefits. Any compensation earned by the Executive from other employment or a consultancy shall reduce the payments required pursuant to clause (i) above or shall be governed by the terms of the Executive Severance Plan in the case of clause (ii) above.

4.5 Litigation Expenses. If RCPC and the Executive become involved in any action, suit or proceeding relating to the alleged breach of this Agreement by RCPC or the Executive, or any dispute as to whether a termination of the Executive's employment is with or without Cause, then if and to the extent that a final, non-appealable, judgment in such action, suit

or proceeding is rendered in favor of the Executive, RCPC shall reimburse the Executive for all expenses (including reasonable attorneys' fees) incurred by the Executive in connection with such action, suit or proceeding or the portion thereof adjudicated in favor of the Executive.

5. Protection of Confidential Information; Non-Competition.

5.1 The Executive acknowledges that the Executive's services will be unique, that they will involve the development of Company-subsidized relationships with key customers, suppliers, and service providers as well as with key Company employees and that the Executive's work for the Company will give the Executive access to highly confidential information not available to the public or competitors, including trade secrets and confidential marketing, sales, product development and other data and plans which it would be impracticable for the Company to effectively protect and preserve in the absence of this Section 5 and the disclosure or misappropriation of which could materially adversely affect the Company. Accordingly, the Executive agrees:

5.1.1 except in the course of performing the Executive's duties provided for in Section 1.1, not at any time, whether during or after the Executive's employment with the Company, to divulge to any other entity or person any confidential information acquired by the Executive concerning the Company's or its affiliates' financial affairs or business processes or methods or their research, development or marketing programs or plans, any other of its or their trade secrets, any information regarding personal matters of any directors, officers, employees or agents of the Company or its affiliates or their respective family members, or any information concerning the circumstances of the Executive's employment and any termination of the Executive's employment with the Company or any information regarding discussions related to any of the foregoing. The foregoing prohibitions shall include, without limitation, directly or indirectly publishing (or causing, participating in, assisting or providing any statement, opinion or information in connection with the publication of) any diary, memoir, letter, story, photograph, interview, article, essay, account or description (whether fictionalized or not) concerning any of the foregoing, publication being deemed to include any presentation or reproduction of any written, verbal or visual material in any communication medium, including any book, magazine, newspaper, theatrical production or movie, or television or radio programming or commercial or over the internet. In the event that the Executive is requested or required to make disclosure of information subject to this Section 5.1.1 under any court order, subpoena or other judicial process, the Executive will promptly notify RCPC, take all reasonable steps requested by RCPC to defend against the compulsory disclosure and permit RCPC, at its expense, to control with counsel of its choice any proceeding relating to the compulsory disclosure. The Executive acknowledges that all information the disclosure of which is prohibited by this section is of a confidential and proprietary character and of great value to the Company; and

5.1.2 to deliver promptly to the Company on termination of the Executive's employment with the Company, or at any time that RCPC may so request, all memoranda, notes, records, reports, manuals, drawings, blueprints and other documents (and all copies thereof) relating to the Company's business and all property associated therewith, which the Executive may then possess or have under the Executive's control, including, without limitation, computer disks or data (including data retained on any computer), and any home office equipment or computers purchased or provided by Revlon or other materials.

5.2 In consideration of RCPC's covenant in Section 4.4, the Executive agrees (i) in all respects fully to comply with the terms of the Employee Agreement as to Confidentiality and Non-Competition (the "Non-Competition Agreement"), whether or not the Executive is a signatory thereof, with the same effect as if the same were set forth herein in full, and (ii) in the event that the Executive shall terminate the Executive's employment otherwise than as provided in Section 4.4, the Executive shall comply with the restrictions set forth in paragraph 9(e) of the Non-Competition Agreement through the date on which the Term would then otherwise have expired pursuant to Section 2.1, subject only to the Company continuing to make payments equal to the Executive's Base Salary during such period, notwithstanding the limitation otherwise applicable under paragraph 9(d) thereof or any other provision of the Non-Competition Agreement.

5.3 If the Executive commits a breach of any of the provisions of Sections 5.1 or 5.2 hereof, RCPC shall have the following rights and remedies:

5.3.1 the right and remedy to immediately terminate all further payments and benefits provided for in this Agreement, except as may otherwise be required by law in the case of qualified benefit plans;

5.3.2 the right and remedy to have the provisions of this Agreement specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach will cause irreparable injury to the Company and that money damages and disgorgement of profits will not provide an adequate remedy to the Company, and, if the Executive attempts or threatens to commit a breach of any of the provisions of Sections 5.1 or 5.2, the right and remedy to be granted a preliminary and permanent injunction in any court having equity jurisdiction against the Executive committing the attempted or threatened breach (it being agreed that each of the rights and remedies enumerated above shall be independent of the others and shall be severally enforceable, and that all of such rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to RCPC under law or in equity); and

5.3.3 the right and remedy to require the Executive to account for and pay over to the Company all compensation, profits, monies, accruals, increments or other benefits (collectively "Benefits") derived or received by the Executive as the result of any transactions constituting a breach of any of the provisions of Sections 5.1 or 5.2 hereof, and the Executive hereby agrees to account for and pay over such Benefits as directed by RCPC.

5.4 If any of the covenants contained in Sections 5.1, 5.2 or 5.3, or any part thereof, hereafter are construed to be invalid or unenforceable, the same shall not affect the remainder of the covenant or covenants, which shall be given full effect, without regard to the invalid portions.

5.5 If any of the covenants contained in Sections 5.1 or 5.2, or any part thereof, are held to be unenforceable because of the duration of such provision or the area covered thereby, the parties agree that the court making such determination shall have the power to reduce the duration and/or area of such provision so as to be enforceable to the maximum extent permitted by applicable law and, in its reduced form, said provision shall then be enforceable.

5.6 The parties hereto intend to and hereby confer jurisdiction to enforce the covenants contained in Sections 5.1, 5.2 and 5.3 upon the courts of any state or country within the geographical scope of such covenants. In the event that the courts of any one or more of such states or countries shall hold such covenants wholly unenforceable by reason of the breadth of such covenants or otherwise, it is the intention of the parties hereto that such determination not bar or in any way affect RCPC's right to the relief provided above in the courts of any other states or countries within the geographical scope of such covenants as to breaches of such covenants in such other respective jurisdictions, the above covenants as they relate to each state or country being for this purpose severable into diverse and independent covenants.

5.7 Any termination of the Term or the Executive's employment shall have no effect on the continuing operation of this Section 5.

6. Inventions and Patents.

6.1 The Executive agrees that all processes, technologies and inventions (collectively, "Inventions"), including new contributions, improvements, ideas and discoveries, whether patentable or not, conceived, developed, invented or made by the Executive during the Term shall belong to the Company, provided that such Inventions grew out of the Executive's work with the Company or any of its subsidiaries or affiliates, are related in any manner to the business (commercial or experimental) of the Company or any of its subsidiaries or affiliates or are conceived or made on the Company's time or with the use of the Company's facilities or materials. The Executive shall further: (a) promptly disclose such Inventions to the Company; (b) assign to the Company, without additional compensation, all patent and other rights to such Inventions for the United States and foreign countries; (c) sign all papers necessary to carry out the foregoing; and (d) give testimony in support of the Executive's inventorship.

6.2 If any Invention is described in a patent application or is disclosed to third parties, directly or indirectly, by the Executive within two years after the termination of the Executive's employment with the Company, it is to be presumed that the Invention was conceived or made during the Term.

6.3 The Executive agrees that the Executive will not assert any rights to any Invention as having been made or acquired by the Executive prior to the date of this Agreement, except for Inventions, if any, disclosed to the Company in writing prior to the date hereof.

7. Intellectual Property.

Notwithstanding and without limitation of Section 6, the Company shall be the sole owner of all the products and proceeds of the Executive's services hereunder, including, but not limited to, all materials, ideas, concepts, formats, suggestions, developments, arrangements, packages, programs and other intellectual properties that the Executive may acquire, obtain, develop or create in connection with or during the Term, free and clear of any claims by the Executive (or anyone claiming under the Executive) of any kind or character whatsoever (other than the Executive's right to receive payments hereunder). The Executive shall, at the request of RCPC, execute such assignments, certificates or other instruments as RCPC may from time to time deem necessary or desirable to evidence, establish, maintain, perfect, protect, enforce or defend its right, title or interest in or to any such properties.

8. Revlon Code of Business Conduct.

In consideration of RCPC's execution of this Agreement, the Executive agrees in all respects to fully comply with the then current terms of the Revlon Code of Business Conduct, a current copy of which is annexed at Schedule A, including, without limitation, the Code of Ethics for Senior Financial Officers, a current copy of which is annexed at Schedule B, whether or not the Executive is a signatory thereof, with the same effect as if the same were set forth herein in full.

9. Indemnification.

Subject to the terms, conditions and limitations of its by-laws and applicable Delaware law, RCPC will defend and indemnify the Executive against all costs, charges and expenses incurred or sustained by the Executive in connection with any action, suit or proceeding to which the Executive may be made a party, brought by any shareholder of the Company directly or derivatively or by any third party by reason of any act or omission of the Executive as an officer, director or employee of the Company or of any subsidiary or affiliate of the Company.

10. Notices.

All notices, requests, consents and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, sent by overnight courier or mailed first class, postage prepaid, by registered or certified mail (notices mailed shall be deemed to have been given on the date mailed), provided that all notices to the Company shall be sent simultaneously by fax and email, as follows (or to such other address as either party shall designate by notice in writing to the other in accordance herewith):

If to the Company, to:

Revlon Consumer Products Corporation
237 Park Avenue
New York, New York 10017
Attention: Robert K. Kretzman, Executive Vice President, Human Resources and Chief
Legal Officer
Fax: 212-527-5693
Email: robert.kretzman@revlon.com

If to the Executive, to the Executive's principal residence as reflected in the records of the Company.

11. General.

11.1 This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York applicable to agreements made between residents thereof and to be performed entirely in New York. Each party to this Agreement

hereby waives the right to a jury trial in any lawsuit arising out of or relating to this Agreement or Executive's employment by or termination of employment with the Company.

11.2 The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

11.3 This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all prior agreements, arrangements and understandings, written or oral, relating to the subject matter hereof including any offer letter or term sheets. No representation, promise or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise or inducement not so set forth.

11.4 This Agreement shall be binding upon the parties hereto and their successors and permitted assignees. This Agreement, and the Executive's rights and obligations hereunder, may not be assigned by the Executive, nor may the Executive pledge, encumber or anticipate any payments or benefits due hereunder, by operation of law or otherwise. RCPC may assign its rights, together with its obligations, hereunder (i) to any affiliate or (ii) to a third party in connection with any sale, transfer or other disposition of all or substantially all of any business to which the Executive's services are then principally devoted, provided that no assignment pursuant to clause (ii) shall relieve RCPC from its obligations hereunder to the extent the same are not timely discharged by such assignee.

11.5 This Agreement may be amended, modified, superseded, canceled, renewed or extended and the terms or covenants hereof may be waived, only by a written instrument executed by both of the parties hereto, or in the case of a waiver, by the party waiving compliance. The failure of either party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by either party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such breach, or a waiver of the breach of any other term or covenant contained in this Agreement.

11.6 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

12. Subsidiaries and Affiliates. As used herein, the term "subsidiary" shall mean any corporation or other business entity controlled directly or indirectly by the corporation or other business entity in question, and the term "affiliate" shall mean and include any corporation or other business entity directly or indirectly controlling, controlled by or under common control with the corporation or other business entity in question.

13. Change of Control.

13.1 Change of Control Payments and Benefits.

(a) Extension of Term. In the event of any Change of Control, as defined on Schedule C, the Term of the Executive's Agreement shall be automatically extended for 24 months from the effective date (the "COC Effective Date") of any such Change of Control (the "Extended Term").

(b) Benefit Continuation; Bonus and Salary Payment. If during the Extended Term, the Executive terminates the Term of his employment for "COC Good Reason" (as defined below in subclause (b)(iii)) or if the Company terminates the Term of the Executive's employment other than for "Cause" (as defined in Section 4.3 of the Agreement)—

(i) to the extent available under applicable law and the Company's group benefit programs, the Company shall provide, for a period of two years from such termination date, all fringe benefits then provided to the Executive, including, without limitation, qualified and non-qualified defined benefit, defined contribution, insurance, medical, dental, disability, automobile, financial planning, tax preparation and other benefit plans and programs of the Company as from time to time in effect (or their successors) in which the Executive participated on the COC Effective Date. To the extent that such benefits are not or cease being available under applicable law or and the Company's group benefit programs, such benefits cease to be equivalent to, or better than, the benefits under the plans and programs in effect on the COC Effective Date, or such benefits would trigger a tax under Section 409A, the Company shall immediately pay to the Executive in a cash lump sum payment an amount equal to the value (based on the then current cost to the Company) of such benefits (or the remaining eligible portion thereof, as the case may be) and shall have no further obligation to continue to provide the benefits under this Section;

(ii) the Company shall immediately pay to the Executive in a cash lump sum payment two times the sum of (A) the greater of the Executive's Base Salary in effect on (1) the COC Effective Date or (2) such termination date plus (B) the average amount of the gross bonus amounts earned by the Executive over the five calendar years preceding such termination (or if employed by the Company for less than five calendar years, the actual number of calendar years for which the Executive was eligible to receive a bonus payment).

(iii) "COC Good Reason" means, for purposes of this subclause (b) only (and not for any other purpose or reason under this Agreement): (A) a material adverse change in the Executive's job responsibilities; (B) any reduction in the Executive's Base Salary; (C) any reduction in the Executive's annual bonus opportunity; (D) any reduction in the Executive's aggregate value of benefits; or (E) the Executive's being required by the Company to relocate beyond a 50 mile radius of the Executive's then current residence.

(iv) The Executive shall have no duty to mitigate by seeking other employment or otherwise and no compensation earned by the Executive from other employment, a consultancy or otherwise shall reduce any payments provided for under this Section 13.1.

(c) Equity Compensation. In the event of any Change of Control, all then unvested stock options and restricted shares held by the Executive shall immediately vest and be fully exercisable and all restrictions shall lapse.

(d) Governing Provision. In the event of any conflict between this Section 13 and any other section or provision of this Agreement, the section which provides the Executive with most favored treatment in the event of a Change of Control shall govern and prevail.

13.2 Section 280G.

(a) If the aggregate of all amounts and benefits due to the Executive under this Agreement or any other plan, program, agreement or arrangement of the Company or any of its Affiliates, which, if received by the Executive in full, would constitute “parachute payments” as such term is defined in and under Section 280G of the Code (collectively, “Change of Control Benefits”), reduced by all Federal, state and local taxes applicable thereto, including the excise tax imposed pursuant to Section 4999 of the Code, is less than the amount the Executive would receive, after all such applicable taxes, if the Executive received aggregate Change of Control Benefits equal to an amount which is \$1.00 less than three times the Executive’s “base amount,” as defined in and determined under Section 280G of the Code, then such Change of Control Benefits shall be reduced or eliminated to the extent necessary so that the Change of Control Benefits received by the Executive will not constitute parachute payments. If a reduction in the Change of Control Benefits is necessary, reduction shall occur in the following order unless the Executive elects in writing a different order, subject to the Company’s consent (which consent shall not be unreasonably withheld): first, a reduction of cash payments not attributable to equity awards which vest on an accelerated basis; second, the cancellation of accelerated vesting of stock awards; third, the reduction of employee benefits; and fourth, a reduction in any other “parachute payments.” If acceleration of vesting of stock award compensation is to be reduced, such acceleration of vesting shall be cancelled in the reverse order of the date of grant of the Executive’s stock awards unless the Executive elects in writing a different order for cancellation.

(b) It is possible that after the determinations and selections made pursuant to Section 13.2(a) above the Executive will receive Change of Control Benefits that are, in the aggregate, either more or less than the amounts contemplated by Section 13.2(a) above (hereafter referred to as an “Excess Payment” or “Underpayment”, respectively). If there is an Excess Payment, the Executive shall promptly repay the Company an amount consistent with this Section 13.2. If there is an Underpayment, the Company shall pay the Executive an amount consistent with this Section 13.2.

(c) The determinations with respect to this Section 13.2 shall be made by an independent auditor (the “Auditor”) compensated by the Company. The Auditor shall be the Company’s regular independent auditor, unless the Executive objects to the use of that firm, in which event the Auditor shall be a nationally-recognized United States public accounting firm chosen by the Company and approved by the Executive (which approval shall not be unreasonably withheld or delayed).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

REVLON CONSUMER PRODUCTS CORPORATION

By: /s/ Robert K. Kretzman
Robert K. Kretzman
Executive Vice President, Human Resources and Chief
Legal Officer

/s/ Alan T. Ennis
Alan T. Ennis

SCHEDULE A

REVLON CODE OF BUSINESS CONDUCT

SCHEDULE B

REVLON CODE OF ETHICS FOR SENIOR FINANCIAL OFFICERS

SCHEDULE C

A “Change of Control” shall be deemed to have occurred if the event set forth in any one of the following paragraphs shall have occurred:

(i) any Person, other than one or more Permitted Holders, is or becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that for purposes of this definition a Person will be deemed to have “beneficial ownership” of all shares that any such Person has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of more than 50% of the total voting power of the Voting Stock of the Company; provided that under such circumstances the Permitted Holders do not have the right or ability by voting power, contract or otherwise to elect or designate for election a majority of the Board of Directors of the Company (for the purposes of this clause (i) and clause (iii), such other Person will be deemed to beneficially own any Voting Stock of a specified corporation held by a parent corporation, if such other Person beneficially owns, directly or indirectly, more than 50% of the voting power of the Voting Stock of such parent corporation and the Permitted Holders do not have the right or ability by voting power, contract or otherwise to elect or designate for election a majority of the Board of Directors of such parent corporation);

(ii) during any period of two consecutive years, individuals who at the beginning of such period constituted the Board of Directors of the Company (together with any new directors whose election by such Board of Directors or whose nomination for election by the shareholders of the Company was approved by a vote of 66-2/3% of the directors of the Company then still in office who were either directors at the beginning of such period or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of the Board of Directors of the Company then in office;

(iii) the shareholders of the Company approve a plan of complete liquidation or dissolution of the Company or there is consummated an agreement for the sale or disposition by the Company of all or substantially all of the Company’s assets to an entity in which any Person, other than one or more Permitted Holders is or becomes the Beneficial Owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that for purposes of this definition a Person will be deemed to have “beneficial ownership” of all shares that any Person has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of securities of such entity representing 50% or more of the combined voting power of such entity’s Voting Stock, and the Permitted Holders “beneficially own” (as so defined) directly or indirectly, in the aggregate a lesser percentage of the total voting power of the Voting Stock of such entity than such other Person and do not have the right or ability by voting power, contract or otherwise to elect or designate for election a majority of the Board of Directors of such entity; or

(iv) a “Change of Control” shall have occurred under, and as defined in, the indenture governing Revlon Consumer Products Corporation’s 8 5/8% Senior Subordinated Notes

Due 2008 or any other Subordinated Obligations of Revlon Consumer Products Corporation so long as such 8 5/8% Senior Subordinated Notes Due 2008 or Subordinated Obligations are outstanding.

Notwithstanding the foregoing, a “Change of Control” shall not be deemed to have occurred by virtue of the consummation of any transaction or series of integrated transactions immediately following which the record holders of the common stock of the Company immediately prior to such transaction or series of transactions continue to have substantially the same combined voting power of the Voting Stock in an entity which owns all or substantially all of the assets of the Company immediately following such transaction or series of transactions.

“Capital Stock” of any Person shall mean any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) equity of such Person, including any Preferred Stock, but excluding any debt securities convertible into or exchangeable for such equity.

“Company” means Revlon, Inc. together with its subsidiaries, including, without limitation, Revlon Consumer Products Corporation.

“8 5/8% Senior Subordinated Notes Due 2008” means Revlon Consumer Products Corporation’s 8 5/8% Senior Subordinated Notes due 2008 and any notes exchanged therefore.

“Exchange Act” shall mean the Securities Exchange Act of 1934, as amended from time to time.

“Permitted Holders” means Ronald O. Perelman (or in the event of his incompetence or death, his estate, heirs, executor, administrator, committee or other personal representative (collectively, “heirs”)) or any Person controlled, directly or indirectly, by Ronald O. Perelman or his heirs.

“Person” shall have the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof, except that such term shall not include (i) the Company or any of its subsidiaries, (ii) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its affiliates, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities, or (iv) a corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company.

“Preferred Stock,” as applied to the Capital Stock of the Company, means Capital Stock of any class or classes (however designated) which is preferred as to the payment of dividends, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of the Company, over shares of Capital Stock of any other class of the Company.

“Subordinated Obligations” has the meaning ascribed thereto in the indenture for Revlon Consumer Products Corporation’s 9½% Senior Notes due 2011.

“Voting Stock” means all classes of Capital Stock of the Company then outstanding and normally entitled to vote in the election of Directors.



**REVLON EXECUTIVE SEVERANCE PAY PLAN
(Effective April 1, 2009)**

SUMMARY PLAN DESCRIPTION

PURPOSE

It is the intent of the Revlon Executive Severance Pay Plan (the "Plan") to provide non-binding guidelines for the granting of separation pay, and other benefits, to certain employees that have been terminated for reasons unrelated to performance or conduct. This Plan is intended to provide some financial support for an employee during a time period after separation to enable him/her to seek new employment, relative to his or her position and tenure.

The information in this document is your Summary Plan Description provided in accordance with the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

In addition, the benefits provided by this Plan do not create a contract of employment or confer any right of any person to be retained in the employ of the Company. Revlon Consumer Products Corporation reserves the right to change or discontinue the Plan (and/or these benefits), in whole or in part, at any time and for any reason, without advance notice to eligible employees and/or their dependents or beneficiaries.

This document supersedes all earlier descriptions of the Plan and Plan documents.

APPLICATION

This Plan applies to all eligible terminations of employment, on or after the effective date of April 1, 2009, by Revlon Consumer Products Corporation and participating employers in the United States (the "Company"). This Plan document supersedes any and all prior Plan descriptions, including, without limitation, the Revlon Executive Severance Pay Plan as amended effective September 21, 2006. The acceptance of any separation pay, or other benefits, under this Plan shall constitute a waiver of any severance or separation pay the employee would have been entitled to under any other severance or separation pay plans, programs, policies or practices of the Company.

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ELIGIBILITY

An employee is eligible to participate in the Plan if:

- The employee is employed by the Company as defined above;
- The employee is classified in executive grades 13 or equivalent and above;
- The employee executes and complies with the terms of a release and confidentiality agreement satisfactory to the Company in its sole discretion;
- The employee executes and complies with the terms of the Company's Employee Agreement as to Confidentiality and Non-Competition then in effect during all periods of employment and during all periods for which separation pay is provided; and
- The employee is terminated due to circumstances other than those described in the "Exclusions" section of this Plan.

In all cases, separation pay is awarded at the Plan Administrator's discretion.

A person will not be eligible to participate in the Plan if he or she has been classified by the Company as an independent contractor in accordance with the Company's standard personnel practices, regardless of whether such person may thereafter be held to be a common law employee of the Company by a court, the Internal Revenue Service or any other relevant federal, state or local governmental authority or agency.

EXCLUSIONS

1. Separation pay will not be granted, under any circumstances, to an employee who leaves the Company voluntarily, including, without limitation, by:
 - a. Resignation; or
 - b. Retirement, including, but not limited to, retirement under the terms of the Revlon Employees' Retirement Plan or any other pension plan that might be provided by the Company.
2. Separation pay will not be granted to an employee who is discharged for good reason as determined by the Company in its sole discretion, including, without limitation, for:
 - a. Unsatisfactory work performance, conduct or attitude, including, but not limited to: poor quality of work; lack of dependability; poor communication; inability to develop satisfactory internal and/or external relationships; poor judgment; poor organizational abilities; inability to handle volume of work; lack of job knowledge or technical skills; inability to work independently; lack of motivation; ineffectual problem solving; or inability to make decisions;

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- b. Violation of Company policy, including, without limitation, the Code of Business Conduct;
 - c. Misappropriation or unauthorized disclosure of confidential information, trade secrets or corporate opportunities;
 - d. Violation of the Employee Agreement as to Confidentiality and Non-Competition;
 - e. Negligent failure to safeguard Company property or negligently defacing or destroying Company property;
 - f. Engaging in physical violence or threatening conduct in connection with employment;
 - g. Insubordination;
 - h. Commission of an act which constitutes a felony or misdemeanor under applicable Federal, State, foreign or local law;
 - i. Unlawful manufacture, distribution, dispensation, possession or use of a controlled substance on Company premises or while conducting Company business off Company premises;
 - j. Misappropriation, falsification and/or unauthorized alternation of Company records;
 - k. Possession of firearms or lethal weapons of any kind on Company premises or while conducting Company business off Company premises, without Company authorization;
 - l. Conflict of interest, not duly reported and approved in accordance with the Company's Conflict of Interest Policy;
 - m. Sabotage, malicious adulteration of product, or industrial espionage; or
 - n. Commission of any other act that is detrimental to the Company's business or reputation.
3. Separation pay will not be granted where the Company sells or otherwise disposes of the business or unit in which the employee was employed, and either:
- a. the employee accepts employment with the buyer of those operations, or
 - b. the employee rejects an offer of employment by the buyer involving compensation and benefits substantially equivalent, taken as a whole, and determined in the

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Company's sole discretion, to the employee's compensation and benefits with the Company.

4. If subsequent to the commencement of separation pay the Company discovers that the employee committed acts while employed which would have constituted good reason under paragraph 2 above, or discovers that the employee at any time violated either of the release and confidentiality agreement described in the ELIGIBILITY Section above or the Employee Agreement as to Confidentiality and Non-Competition described above, the Company may cease further separation payments and may require the employee to reimburse the Company for all separation payments previously made.

ADMINISTRATION

1. Separation Pay: ***There is no guarantee of any amount of separation pay or benefits to any employee.*** However, separation benefits may be awarded at the discretion of the Plan Administrator based upon factors such as the employee's position and length of service with reference to the Separation Pay Guidelines below or otherwise, provided that the employee meets all of the eligibility requirements described in the "Eligibility" section hereof. In determining whether, and how much separation pay, to award in any individual case the Plan Administrator may, in its sole discretion, consider the circumstances of the employee's termination and the employee's tenure and performance history, among other factors. For purposes of the application of the Separation Pay Guidelines, 4 weeks of severance shall be considered one calendar month.

Separation Pay Guidelines

<u>Executive Grade Level</u>	<u>Basic Severance Period</u>	<u>Supplemental Severance Period 2 weeks Per Full Year of Service to a Maximum of:</u>	<u>Total Maximum Combined Benefit ("Severance Period")</u>
20 and above	12 months	6 months	18 months
16 - 19	6 months	6 months	12 months
13 - 15	3 months	9 months	12 months

2. Method of Payment: Generally, if separation benefits are awarded, an eligible employee's base salary will continue at the same rate, and in the same manner, as was in effect on the date of his or her termination, for the duration of the severance pay period. However, the Company, in its sole discretion, may elect to pay separation benefits in any form.

Notwithstanding any provision herein, in all cases, separation benefits awarded under this Plan will be paid in good faith compliance, and in an amount, time and manner in compliance, with the terms and requirements of the Internal Revenue Code, including, without limitation, and, to the extent required by, Section 409A and any successor provisions, without the Company or the employee incurring additional taxes, penalties or fees pursuant to Internal Revenue Code Section 409A. Among other things, if the

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terminated employee is a “Specified Employee” under Section 409A, the Company will award separation benefits to such employee pursuant to the terms and conditions of this Plan if such termination constitutes a “separation from service” under Section 409A. To the extent required under Section 409A, the Company will not make any such payments until at least six months after such employee’s “separation from service”. Upon expiration of such 6-month period or as otherwise provided by Section 409A, the Company will pay such employee a lump-sum equal to all payments that would otherwise have been paid to such employee pursuant to the terms and conditions of this Plan from the date of his or her “separation from service” through the expiration of such 6-month period. Upon expiration of such 6-month period, the Company will make the payments at the rates and times set forth in this Plan. Notwithstanding the foregoing, in the event the Company makes a good faith determination that benefits payable under this Plan are not subject to, or are made in a manner compliant with, Section 409A, then the Company shall not be liable for any taxes or penalties imposed on any person by a contrary determination of the Internal Revenue Service or any court of law.

If severance pay or benefits under this Plan result from termination of employment due to a change of control of Revlon, Inc., the amounts scheduled may, if the Company elects in its sole discretion in the case of any particular employee, be cut back as necessary to prevent the employee from incurring the 20% excise tax imposed under federal law on executives who receive “golden parachute” awards.

3. Tax Withholding: Required Federal, State and local taxes will be withheld from all payments made under this Plan in accordance with applicable law.
4. Reduction for Pension Enhancement: If an employee is involuntarily terminated in connection with a reduction in force or layoff implemented by the Company, for which the Company in its sole discretion has elected to provide for enhanced pension benefits under any pension plan maintained by the Company, the amount payable to the employee pursuant to this Plan shall be reduced by the Actuarial Value of such enhanced pension benefits if the employee is eligible (with or without such enhanced pension benefits) to receive an immediate pension under such plan as of his or her date of termination. For purposes of this Section, the Actuarial Value of any enhanced pension benefits made available to the employee shall be determined based on the actuarial assumptions and methodologies used with respect to the plan to determine liabilities in accordance with the Statement of Financial Accounting Standards No. 87 (Employers’ Accounting for Pensions) or any amendments thereto or any successor standards.
5. Coordination of Separation Pay Benefits: Separation pay benefits awarded to the employee shall be reduced by compensation payable to the employee as a result of (a) other severance or termination payments (other than unpaid vacation) due from sources other than this Plan; and (b) any payments required by federal, state or local law in any jurisdiction and/or foreign laws, rules, regulations or practices, because of the termination of the employee’s employment or any related notice requirement, including, without limitation, under the



W.A.R.N. Act or any local equivalent, including termination, indemnity, redundancy pay or pay in lieu of notice.

6. Other Benefits:

- a. Continuation of Medical/Dental/Vision/Employee Assistance Benefits: If an eligible employee (and/or his or her dependents) participates in the Medical, Dental, Vision Care and/or Employee Assistance programs under the Company's Master Welfare Benefit Plan (together, the "Benefit Programs") at the time of employment termination, the employee (and/or his or her dependents) will be permitted to continue such participation in the Benefits Programs as provided by federal law ("COBRA"); provided that the employee timely elects to participate in such benefits and makes any and all premium payments set forth in this Section 6(a) in such manner as required and acceptable to the Company. For the Severance Period, the employee may continue participation in such Benefit Programs by continuing to pay premiums to the Company at the contribution level in effect for active employees until the earliest to occur of (1) the end of any Severance Period; (2) the expiration of the maximum required period for continuation coverage under applicable federal law for which the employee would be eligible; or (3) when the employee becomes covered by medical, dental and/or vision plans of another employer or becomes eligible for Medicare. Upon expiration of the Severance Period, the employee may continue to participate in the Benefit Programs under COBRA for the remainder of the maximum period for continuation coverage required under applicable federal law for which the employee would be eligible by the employee paying premiums to the Company at the applicable rate for COBRA continuation contributions; provided that to remain eligible for such period the employee (and/or his or her dependents) must (i) make any and all premium payments at the full rate applicable for COBRA continuation contributions, in such manner as required and as acceptable to the Company; and (ii) submit evidence of non-coverage as the Company may request from time to time. Continued participation in the Company's other group welfare benefit plans will be governed by the terms and conditions of the plans as in effect when employment terminates, provided that if such plans are amended as to the group of employees in which the employee was included at the time of termination, the newer provisions shall apply.
- b. The Revlon Health Care Flexible Spending Program: If an eligible employee participates in The Revlon Health Care Flexible Spending Program at the time of termination, he or she may be eligible to continue participation under the provision of COBRA, as amended, on an after-tax basis.
- c. Outplacement Services: The Company, in its sole discretion, may provide outplacement services to employees upon termination.
- d. Other Plans, Policies and Programs: This Plan is not intended to describe the provisions or administrative practices of any other plan, policy or program. Any benefits that may be available under any other such plan, policy or program must be determined solely in

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accordance with the terms and administrative provisions of such plan, policy or program, as in effect at the time of termination.

7. **Non-Competition**: The non-competition provision of the Employee Agreement as to Confidentiality and Non-Competition shall remain in effect for the full duration of the period that severance benefits are awarded under this Plan without regard to the schedule, form or manner of payment.
8. **Employment Contracts or Other Written Agreements In Effect**: If, on the date of termination, an employment contract or other written agreement between an eligible employee and the Company is in effect, which sets forth the separation pay and other benefits payable to such eligible employee upon termination, then, unless otherwise provided by the terms of such written agreement, the eligible employee will be entitled to the greater of the separation pay and other benefits provided for in such employment contract or agreement, or the separation pay and other benefits payable in accordance with this Plan.
9. **Non-Uniform Determinations**: The Plan Administrator's determinations under this Plan need not be uniform and may be made selectively among the persons who receive, or are eligible to receive, awards hereunder (whether or not such persons are similarly situated).
10. **Plan Construction**: Revlon Consumer Products Corporation has the final authority with respect to the construction, interpretation and application of the terms of the Plan and the eligibility for separation pay or other benefits under this Plan. Revlon Consumer Products Corporation's decisions in all such matters are final and binding. Employees who have questions with respect to this Plan may contact Revlon Consumer Products Corporation's senior-most Human Resources executive or his/her designee.

AMENDMENT OR TERMINATION OF PLAN

Revlon Consumer Products Corporation reserves the right to amend, modify or terminate this Plan or any portion of it at any time, and for any reason, in each case without advance notice to eligible employees and/or their dependents and/or beneficiaries. Any such action may be effected by actions of the Board of Directors of Revlon Consumer Products Corporation or officers expressly authorized by the Board. Any such action shall be in writing.

LEGALLY REQUIRED INFORMATION ABOUT THE PLAN

Plan Administrator and Plan Administration

The Plan Administrator is Revlon Consumer Products Corporation. Revlon Consumer Products Corporation may allocate and assign any of its responsibilities and duties for the operation and administration of the Plan to such other person or persons as it determines is appropriate.

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The Plan Administrator has complete discretionary authority to interpret the Plan and determine any and all questions or disputes relating to the Plan, including but not limited to eligibility for benefits under the Plan. The Plan Administrator's decisions regarding the Plan and Plan benefits are final, conclusive and binding.

The Plan Administrator may be contacted at:

Revlon Consumer Products Corporation
Attention: Executive Vice President, Human Resources
237 Park Avenue
New York, New York 10017
212-527-4000

Agent for Service of Legal Process

Service of legal process may be made to the General Counsel, Revlon Consumer Products Corporation at the address given below for the Plan Sponsor.

Plan Information

Lead Employer and Plan Sponsor:

Revlon Consumer Products Corporation
237 Park Avenue
New York, New York 10017
212-527-4000

A list of the other participating employers may be obtained upon written request to the Plan Administrator or may be examined, without charge, at the Plan Administrator's office.

Employer Identification Number (EIN): 13-3662953

Plan Name: Revlon Executive Severance Pay Plan

Plan Number: 507

Plan Year

The Plan's plan year for purposes of maintaining the records of the Plan is the calendar year.



Type of Plan and Funding

The Plan is a severance pay plan which is intended to constitute an employee welfare benefit plan under ERISA and is not a qualified plan under the Internal Revenue Code. The Plan is unfunded. As an unfunded plan all benefits are paid from the general assets of the Company. No funds are set aside or held in trust to secure any benefits that may be offered to eligible employees under the Plan.

Governing Law

The Plan and all rights thereunder shall be governed by the laws of the State of New York, except to the extent preempted by ERISA.

Benefit Claims Procedure

An awarded benefit under the Plan will be paid to you as a matter of course; accordingly, there is no need to file a claim for Plan benefits with the Plan Administrator other than completing any administrative forms which may be required by the Plan Administrator, as well as the release and confidentiality agreement and the Employee Agreement as to Confidentiality and Non-Competition prescribed by the Company.

If you feel you are entitled to a benefit under the Plan and did not receive it, you must file a written claim for benefits with the Plan Administrator within six months of your separation from your employment with the Company. If you dispute the amount of your benefit under the Plan, you may file a claim with the Plan Administrator. Benefit claim determinations will be made in accordance with the terms of the Plan and any administrative procedures adopted under the Plan.

A request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Plan Administrator will furnish you with a written notice of this denial. This written notice must be provided to you within 90-days after the receipt of your claim by the Plan Administrator. In certain circumstances the Plan Administrator may take an additional 90-days to make its decision if it notifies you prior to the expiration of the initial 90-day period that it needs this time, the reasons for this extension and the date by which it expects to render its benefit determination. You may, but are not obligated to, agree to any other extension of time for a decision on your claim. The period of time within which a benefit determination is required to be made will begin at the time a claim is filed, without regard to whether all the information necessary to make a benefit determination accompanies the filing.

A written notice of denial of your benefit claim will contain the following information:

- the specific reason or reasons for the adverse determination;

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- specific reference to those Plan provisions on which the denial is based;
- a description of any additional information or material necessary to correct your claim and an explanation of why such material or information is necessary; and
- a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your or your beneficiary's right to file a suit under section 502(a) of ERISA following an adverse benefit determination on review.

If your claim has been denied, and you wish to submit your claim for review, you must follow the "Claims Appeal Procedure" described below.

Claims Appeal Procedure

If your claim for benefits is denied, you or your duly authorized representative may file an appeal of the adverse determination with the Plan Administrator which will review your claim and the initial adverse determination. You or your duly authorized representative must file your appeal of the denial within 60 days after you receive notification that your benefit claim is denied. You will have the opportunity to submit written comments, documents, records, and other information relating to the claim for benefits. In addition, you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits. A document, record, or other information will be considered "relevant" to a claim if such document, record, or other information (i) was relied upon in making the benefit determination; (ii) was submitted, considered, or generated in the course of making the benefit determination, without regard to whether such document, record, or other information was relied upon in making the benefit determination; or (iii) demonstrates compliance with administrative processes and safeguards, to the extent required by regulations and other guidance of general applicability issued by the Department of Labor.

In its review the Plan Administrator will take into account all comments, documents, records, and other information submitted relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

The Plan Administrator will review your claim within 60 days after the Plan Administrator's receipt of your written request for review of your claim. There may be special circumstances when this 60-day period may be extended by the Plan Administrator to up to 120 days after receipt by the Plan Administrator of your request for review of your claim. You will receive advance written notice of an extension of the 60-day review period prior to the expiration of the initial 60-day period which will state the reasons for this extension and the date by which the Plan Administrator expects to render its benefit determination. You may, but are not obligated to, agree to any other extension of time for a decision on your appealed claim. The period of time within which



a benefit determination on review is required to be made will begin at the time an appeal is filed, without regard to whether all the information necessary to make a benefit determination on review accompanies the filing. In the event that the review period is extended due to your failure to submit information necessary to decide a claim, the period for making the benefit determination on review will be suspended from the date on which the notification of the extension is sent to you until the earlier of 45 days from the date of such notification or the date on which you respond to the request for additional information. If you do not provide the requested information, your claim may be denied on appeal. The Plan Administrator will provide you with written or electronic notice of its decision on your appealed claim.

If your claim is denied on appeal, the Plan Administrator's decision on your claim on appeal will be communicated to you in writing and will contain (i) the specific reason or reasons for the adverse determination; (ii) reference to the specific Plan provisions on which the benefit determination is based; (iii) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits; and (iv) a statement describing your right to file a law suit under section 502(a) of ERISA.

If you do not timely utilize the Plan's benefit claims procedures provided above, including the claims appeal process, it is possible that any further legal action you pursue may be dismissed due to your failure to "exhaust" the Plan's administrative claims review process.

ERISA Rights Statement

As a participant in the Revlon Separation Pay Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that employee benefit plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office, all documents governing the plan, including a copy of the latest annual report (Form 5500 Series) filed with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration, if applicable.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including copies of the latest annual report (Form 5500 Series), if applicable, and any updated summary plan description. The Administrator may require a reasonable charge for the copies.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people



who operate your plan, called “fiduciaries” of the plan, have a duty to do so prudently and in the interest of you and other plan participants. No one, including your employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court, after following the claims and appeals process described above in the section entitled “Benefit Claims Procedure” above. If you fail to fully and timely utilize the Plan’s administrative claims and appeals process, it is possible that any suit you file may be dismissed due to your failure to “exhaust” the Plan’s claims and appeals process. If it should happen that you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about this Plan, you should contact the Plan Administrator. If you have any questions about this Statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

The above statement of your ERISA rights was created by the U.S. Department of Labor and is required by law. By including the statement of your ERISA rights, the Plan Administrator, the Company, the plan fiduciaries and their agents make no representation about the legal accuracy of its content. The statement of your ERISA rights should in no way be construed as legal advice.



The information in this document is your Summary Plan Description provided in accordance with the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

In addition, the benefits provided by this Plan do not create a contract of employment or confer any right of any person to be retained in the employ of the Company. Revlon Consumer Products Corporation reserves the right to change or discontinue the Plan (and/or these benefits), in whole or in part, at any time and for any reason, without advance notice to eligible employees and/or their dependents or beneficiaries.

This document supersedes all earlier descriptions of the Plan and Plan documents.

CERTIFICATIONS

I, David L. Kennedy, certify that:

1. I have reviewed this quarterly report on Form 10-Q (the "Report") of Revlon, Inc. (the "Registrant");
2. Based on my knowledge, this Report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this Report;
3. Based on my knowledge, the financial statements, and other financial information included in this Report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this Report;
4. The Registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this Report is being prepared;
 - (b) Designed such internal control over financial reporting or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this Report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this Report based on such evaluation; and
 - (d) Disclosed in this Report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and
5. The Registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the audit committee of the Registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal control over financial reporting.

Date: April 30, 2009

/s/ David L. Kennedy

David L. Kennedy

President and Chief Executive Officer

CERTIFICATIONS

I, Alan T. Ennis, certify that:

1. I have reviewed this quarterly report on Form 10-Q (the "Report") of Revlon, Inc. (the "Registrant");
2. Based on my knowledge, this Report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this Report;
3. Based on my knowledge, the financial statements, and other financial information included in this Report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this Report;
4. The Registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this Report is being prepared;
 - (b) Designed such internal control over financial reporting or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this Report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this Report based on such evaluation; and
 - (d) Disclosed in this Report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and
5. The Registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the audit committee of the Registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal control over financial reporting.

Date: April 30, 2009

/s/ Alan T. Ennis

Alan T. Ennis

Executive Vice President and
Chief Financial Officer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of Revlon, Inc. (the "Company") for the period ended March 31, 2009 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, David L. Kennedy, Chief Executive Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ David L. Kennedy

David L. Kennedy
Chief Executive Officer
April 30, 2009

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of Revlon, Inc. (the "Company") for the period ended March 31, 2009 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Alan T. Ennis, Chief Financial Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Alan T. Ennis

Alan T. Ennis
Chief Financial Officer
April 30, 2009