



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

SCHEDULE TO

(RULE 14d-100)

TENDER OFFER STATEMENT UNDER SECTION 14(d)(1) or 13(e)(1)  
OF THE SECURITIES EXCHANGE ACT OF 1934  
(Amendment No. 8)

REVLON, INC.

(Name of Subject Company (Issuer))

REVLON, INC.

(Name of Filing Person (Offeror))

Class A Common Stock, par value \$0.01 per share  
(Titles of Classes of Securities)

761525609

(CUSIP Numbers of Classes of Securities)

ROBERT K. KRETZMAN, ESQ.  
EXECUTIVE VICE PRESIDENT, HUMAN RESOURCES,  
CHIEF LEGAL OFFICER AND GENERAL COUNSEL  
REVLON, INC.  
237 PARK AVENUE  
NEW YORK, NEW YORK 10017  
(212) 527-4000

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications on Behalf  
of the Filing Person)

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FOUR TIMES SQUARE  
NEW YORK, NEW YORK 10036  
(212) 735-3000

CALCULATION OF FILING FEE

TRANSACTION VALUATION*	AMOUNT OF FILING FEE+
\$288,236,279	\$16,084

- \* Estimated for purposes of calculating the amount of the filing fee only. The amount assumes the exchange of 48,443,072 shares of Revlon, Inc. ("Revlon") Series A Preferred Stock, par value \$0.01 per share ("Series A Preferred Stock"), for 48,443,072 shares of Revlon Class A Common Stock, par value \$0.01 per share ("Class A Common Stock"). The amount is estimated based upon the product of (a) \$5.95, which is the average of the high and the low price per share of the Class A Common Stock on August 7, 2009, as reported on the New York Stock Exchange and (b) 48,443,072, representing the number of shares outstanding as of July 31, 2009.
- + The amount of the filing fee, calculated in accordance with Rule 0-11 under the Securities Exchange Act of 1934, as amended, and Fee Advisory # 5 for Fiscal Year 2009, issued March 11, 2009, equals \$55.80 per million dollars of the transaction value.

Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount previously paid: \$16,084

Filing party: Revlon, Inc.

Form or registration No.: Schedule TO

Date filed: August 10, 2009

Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

Third-party tender offer subject to Rule 14d-1.

Issuer tender offer subject to Rule 13e-4.

Going-private transaction subject to Rule 13e-3.

Amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer:

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This Amendment No. 8 (“Amendment No. 8”) amends the Tender Offer Statement and Schedule 13E-3 Transaction Statement on Schedule TO filed on August 10, 2009, as amended by Amendment No. 1 to the Tender Offer Statement and Schedule 13E-3 on Schedule TO filed on August 11, 2009, Amendment No. 2 to the Tender Offer Statement and Schedule 13E-3 on Schedule TO filed on August 19, 2009, Amendment No. 3 to the Tender Offer Statement and Schedule 13E-3 Transaction Statement on Schedule TO filed on August 27, 2009, Amendment No. 4 to the Tender Offer Statement and Schedule 13E-3 Transaction Statement on Schedule TO filed on September 3, 2009, Amendment No. 5 to the Tender Offer Statement and Schedule 13E-3 Transaction Statement on Schedule TO filed on September 11, 2009, Amendment No. 6 to the Tender Offer Statement and Schedule 13E-3 Transaction Statement on Schedule TO filed on September 18, 2009 and Amendment No. 7 to the Tender Offer Statement and Schedule 13E-3 Transaction Statement on Schedule TO filed on September 24, 2009 (as amended from time to time, the “Schedule TO”), which relates to the offer by Revlon, Inc., a Delaware corporation (together with its subsidiaries, “Revlon” or the “Issuer”), to exchange (the “Exchange Offer”) each share of Revlon’s Class A common stock, par value \$0.01 per share (the “Class A Common Stock”), for one (1) share of Revlon’s newly issued Series A preferred stock, par value \$0.01 per share (the “Series A Preferred Stock”), from the holders thereof (the “Holders”), upon the terms and subject to the conditions set forth in the Offer to Exchange, dated August 10, 2009, as amended and restated on August 27, 2009, September 3, 2009 and September 24, 2009 (as amended and restated, the “Third Amended and Restated Offer to Exchange”), and in the related Amended and Restated Letter of Transmittal (“Letter of Transmittal”).

This Amendment No. 8 is filed solely for the following purposes: to announce the results of the Exchange Offer, to announce the expiration of the Exchange Offer and to supplement the Exhibit Index with additional exhibits.

Each of Item 11 of the Schedule TO — Additional Information and Item 13 of Schedule TO — Information Required by Schedule 13E-3 — Schedule 13E-3 Item 15. Additional Information is hereby amended and supplemented by adding the following text thereto:

“Based on preliminary information from the Exchange Agent, as of 11:59 p.m., New York City time, on Wednesday, October 7, 2009, a total of 9,336,905 shares of Revlon Class A Common Stock were tendered pursuant to the Exchange Offer (including shares tendered pursuant to guaranteed delivery procedures). Revlon has issued to stockholders (other than MacAndrews & Forbes and its affiliates) the same number of shares of Revlon Series A Preferred Stock in exchange for each share of Revlon Class A Common Stock validly tendered for exchange. The Revlon Class A Common Stock exchanged in the Exchange Offer represented 46% of the shares of Revlon Class A Common Stock held by stockholders other than MacAndrews & Forbes and its affiliates.

On October 8, 2009, Revlon issued a press release announcing that it has accepted for exchange all validly tendered shares of Revlon Class A Common Stock. In conjunction with the consummation of the Exchange Offer, MacAndrews & Forbes contributed to Revlon \$5.21 of the principal amount of the Senior Subordinated Term Loan currently owed by RCPC to MacAndrews & Forbes for each share of Revlon Class A Common Stock exchanged in the Exchange Offer. For each share of Revlon Class A Common Stock exchanged in the Exchange Offer, Revlon issued to MacAndrews & Forbes one share of Revlon Class A Common Stock, or 9,336,905 shares of Class A Common Stock in the aggregate. Also, the amendments to the terms of the Senior Subordinated Term Loan between RCPC and MacAndrews & Forbes became effective, extending the maturity date of the portion of the loan not contributed to Revlon in connection with the Exchange Offer from August 2010 to October 8, 2014, changing the interest rate for such portion of the loan from 11% to 12% per annum, extending the maturity date of the portion of the loan contributed to Revlon in connection with the consummation of the Exchange Offer from August 2010 to October 8, 2013 and changing the interest rate for such portion of the loan from 11% to 12.75%.

The full text of the press release is attached as Exhibit (a)(5)(M) to the Schedule TO and is incorporated herein by reference.”

**SIGNATURE**

Revlon, Inc. is filing this Amendment No. 8 to its combined Schedule TO and Schedule 13E-3. After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

REVLON, INC.

By: /s/ Robert K. Kretzman, Esq.  
Name: Robert K. Kretzman, Esq.  
Title: Executive Vice President, Human  
Resources, Chief Legal Officer and General Counsel

Date: October 8, 2009

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The Exhibit Index of the Schedule TO is hereby amended and restated in its entirety as follows:

### EXHIBIT INDEX

<b>Exhibit No.</b>	<b>Description</b>
(a)(1)(A)	Offer to Exchange, dated August 10, 2009.
(a)(1)(B)	Letter of Transmittal, dated August 10, 2009.
(a)(1)(C)	Notice of Guaranteed Delivery, dated August 10, 2009.
(a)(1)(D)	Letter to Clients, dated August 10, 2009.
(a)(1)(E)	Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees, dated August 10, 2009.
(a)(1)(F)	Letter to 401(k) Plan Participants, dated August 10, 2009.
(a)(1)(G)	Amended and Restated Offer to Exchange, dated August 27, 2009.
(a)(1)(H)	Second Amended and Restated Offer to Exchange, dated September 3, 2009.
(a)(1)(I)	Letter to Stockholders of Revlon from Alan T. Ennis, dated September 3, 2009.
(a)(1)(J)	Third Amended and Restated Offer to Exchange, dated September 24, 2009.
(a)(1)(K)	Amended and Restated Letter of Transmittal, dated September 24, 2009.
(a)(1)(L)	Amended and Restated Notice of Guaranteed Delivery, dated September 24, 2009.
(a)(1)(M)	Amended and Restated Letter to Clients, dated September 24, 2009.
(a)(1)(N)	Amended and Restated Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees, dated September 24, 2009.
(a)(1)(O)	Amended and Restated Letter to 401(k) Plan Participants, dated September 24, 2009.
(a)(1)(P)	Letter to Stockholders of Revlon, from Alan T. Ennis, dated September 24, 2009.
(a)(5)(A)	Press Release of Revlon, Inc., dated August 10, 2009.
(a)(5)(B)	Mercier v. Perelman, et al., C.A. No. 4532-CC, Delaware Chancery Court (filed April 24, 2009).
(a)(5)(C)	Jurkowitz v. Perelman, et al., C.A. No. 4557-CC, Delaware Chancery Court (filed May 1, 2009).
(a)(5)(D)	Lefkowitz v. Revlon, et al., C.A. No. 4563-CC, Delaware Chancery Court (filed May 5, 2009).
(a)(5)(E)	Heiser v. Revlon, et al., C.A. No. 4578-CC, Delaware Chancery Court (filed May 12, 2009).
(a)(5)(F)	Sullivan v. Perelman, et al., No. 650257/2009, Supreme Court of the State of New York (filed May 4, 2009).
(a)(5)(G)	Revlon News Memorandum, dated August 10, 2009.
(a)(5)(H)	Q&A for Employees, dated August 10, 2009.
(a)(5)(I)	Summary of Key Terms for Use by Investment Professionals.
(a)(5)(J)	Press Release of Revlon, Inc., dated September 11, 2009.
(a)(5)(K)	Press Release of Revlon, Inc., dated September 18, 2009.
(a)(5)(L)	Press Release of Revlon, Inc., dated September 24, 2009.
(a)(5)(M)*	Press Release of Revlon, Inc., dated October 8, 2009
(b)	Not applicable.
(c)(1)	Draft Presentation of Barclays Capital Inc., dated May 18, 2009.
(c)(2)	Presentation of Gleacher Partners, LLC, dated July 2009.
(d)(2)	Contribution and Stockholder Agreement, dated August 9, 2009, by and between Revlon, Inc. and MacAndrews & Forbes Holdings Inc.

(incorporated by reference to Annex B-1 to Exhibit (a)(1)(J) hereto).

(d)(4) Form of Certificate of Amendment to the Restated Certificate of Incorporation of Revlon, Inc.

(d)(5) Form of Certificate of Amendment to the Restated Certificate of Incorporation of Revlon, Inc.

(d)(6) Amendment No. 1 to the Contribution and Stockholder Agreement, dated September 23, 2009, by and between Revlon, Inc. and MacAndrews & Forbes Holdings Inc. (incorporated by reference to Annex B-2 to Exhibit(a)(1)(J) hereto).

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<u>Exhibit No.</u>	<u>Description</u>
(d)(7)	Amended and Restated Amendment No. 2 to the Senior Subordinated Term Loan Agreement, dated September 23, 2009, by and between Revlon Consumer Products Corporation and MacAndrews & Forbes Holdings Inc. (incorporated by reference to Annex C to Exhibit (a)(1)(J) hereto).
(d)(8)	Form of Certificate of Designation of Series A Preferred Stock of Revlon, Inc. (incorporated by reference to Annex A to Exhibit (a)(1)(J) hereto).
(d)(9)*	Certificate of Designation of Series A Preferred Stock of Revlon, Inc., filed October 8, 2009
(d)(10)*	Certificate of Amendment to the Restated Certificate of Incorporation of Revlon, Inc., filed October 8, 2009
(f)	Section 262 of the General Corporation Law of the State of Delaware (incorporated by reference to Annex E to Exhibit (a)(1)(J) hereto).
(g)	Not applicable.
(h)	Not applicable.

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\* - Filed herewith.

**REVLON ANNOUNCES CONSUMMATION OF EXCHANGE OFFER*****Maturity Date of Senior Subordinated Term Loan Owed to MacAndrews & Forbes Extended  
from August 2010 to October 2014******Issues 9,336,905 Shares of New Series A Preferred Stock***

NEW YORK, October 8, 2009 — Revlon, Inc. (NYSE: REV) (“Revlon”) today announced the consummation of its exchange offer in which each issued and outstanding share of Revlon Class A common stock was exchangeable on a voluntary basis for one share of a newly-issued series of Revlon preferred stock (the “Exchange Offer”). The Exchange Offer expired in accordance with its terms at 11:59 p.m., New York City time, on October 7, 2009.

Revlon indicated that it issued 9,336,905 shares of Revlon Series A preferred stock to stockholders (other than MacAndrews & Forbes Holdings Inc. (“MacAndrews & Forbes”) and its affiliates) in exchange for the same number of shares of Revlon Class A common stock tendered for exchange. The Class A common stock tendered in the Exchange Offer represented 46% of the shares of Revlon Class A common stock not beneficially owned by MacAndrews & Forbes and its affiliates. Revlon has accepted for exchange all validly tendered shares of Class A common stock.

In connection with the consummation of the Exchange Offer, MacAndrews & Forbes contributed to Revlon \$48,645,275 in principal amount of the Senior Subordinated Term Loan between Revlon’s wholly-owned operating subsidiary, Revlon Consumer Products Corporation (“RCPC”), and MacAndrews & Forbes (representing \$5.21 of the principal amount of such loan for each share of Revlon Class A common stock exchanged in the Exchange Offer) (the “Contributed Loan”). For each share of Revlon Class A common stock exchanged in the Exchange Offer, Revlon issued to MacAndrews & Forbes one share of Class A common stock, or 9,336,905 shares of Class A common stock in the aggregate. Upon consummation of the Exchange Offer, certain amendments to the terms of the Senior Subordinated Term Loan became effective, including amendments—

- extending the maturity date of the portion of the Senior Subordinated Term Loan that will remain owed to MacAndrews & Forbes (the “Non-Contributed Loan”) from August 1, 2010 to the fifth anniversary of consummation of the Exchange Offer, or October 8, 2014, and changing the interest rate on the Non-Contributed Loan from 11% to 12% per year; and
  - extending the maturity date of the Contributed Loan from August 1, 2010 to the fourth anniversary of consummation of the Exchange Offer, or October 8, 2013, and changing the interest rate on the Contributed Loan from 11% to 12.75% per year.
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As a result of these transactions—

- MacAndrews & Forbes and its affiliates beneficially own in the aggregate 37,544,640 shares of Revlon Class A common stock, or 77.5% of the Revlon Class A common stock, all 3.125 million shares of Revlon’s Class B common stock and 78.9% of the combined Revlon Class A common stock and Class B common stock (representing 77.3% of the combined voting power of the Revlon Class A and Class B common stock and the Series A preferred stock); and
- Revlon’s stockholders (other than MacAndrews & Forbes and its affiliates) beneficially own in the aggregate 10,898,432 shares of Revlon Class A common stock, or 22.5% of the Revlon Class A common stock, and all 9,336,905 shares of the Revlon Series A preferred stock (which, together with the Revlon Class A common stock held by such stockholders, represent 22.7% of the combined voting power of the Revlon Class A and Class B common stock and the Series A preferred stock).

Each share amount, share percentage and dollar amount referred to in this press release is approximate.

### **About Revlon**

Revlon is a worldwide cosmetics, hair color, beauty tools, fragrances, skincare, anti-perspirants/deodorants and beauty care products company. The Company’s vision is to provide glamour, excitement and innovation to consumers through high-quality products at affordable prices. Websites featuring current product and promotional information can be reached at [www.revlon.com](http://www.revlon.com), [www.almay.com](http://www.almay.com) and [www.mitchumman.com](http://www.mitchumman.com). Corporate and investor relations information can be accessed at [www.revloninc.com](http://www.revloninc.com). The Company’s brands, which are sold worldwide, include **Revlon**®, **Almay**®, **ColorSilk**®, **Mitchum**®, **Charlie**®, **Gatineau**® and **Ultima II**®.

### **CONTACT FOR REVLON:**

Revlon, Inc.  
Steven Berns,  
Executive Vice President and Chief Financial Officer  
+1-212-527-5181

**CERTIFICATE OF DESIGNATION OF  
SERIES A PREFERRED STOCK**

**OF  
REVLON, INC.**

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**Pursuant to Section 151 of the  
General Corporation Law of the  
State of Delaware**

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Revlon, Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify that, pursuant to the authority conferred upon the Board of Directors by the Restated Certificate of Incorporation of the Corporation (as amended from time to time, the "Certificate of Incorporation"), and pursuant to the provisions of Section 151 of the Delaware General Corporation Law, said Board of Directors of the Corporation (the "Board") duly adopted a resolution on July 29, 2009, subject to finalization of documentation relating to a certain exchange offer, providing for the issuance of up to 20,235,237 shares of the Preferred Stock, which shall be a series designated as Series A Preferred Stock, par value \$0.01 per share ("Series A Preferred Stock").

Pursuant to such resolution and the authority conferred upon the Board by the Certificate of Incorporation, there is hereby created the Series A Preferred Stock, which series shall have the following voting powers, designations, preferences and relative, participating, optional or other special rights and qualifications, limitations or restrictions thereof, in addition to those set forth in the Certificate of Incorporation:

Section 1. Designation and Amount of Series A Preferred Stock. 10,000,000 shares of the Preferred Stock shall be a series designated as Series A Preferred Stock of the Corporation. Each share of Series A Preferred Stock shall have a liquidation preference of \$5.21 (the "Liquidation Preference").

Section 2. Payment of Dividends.

(a) The holders of shares of the Series A Preferred Stock shall be entitled to receive, when, as and if declared by the Board, out of funds of the Corporation legally available therefor, cumulative preferential dividends accruing from the date of issuance, unless otherwise provided herein, at the rate per annum of 12.75% of the Liquidation Preference per share (the "Regular Dividend") and no more (other than as contemplated by Section 2(b)). Such Regular Dividends shall be payable, if declared, in cash quarterly in arrears on October 8, January 8, April 8 and July 8 of each year with the first dividend payment date to be January 8, 2010 (unless such day is not a Business Day, in which event such Regular Dividends shall be payable on the next succeeding Business Day) (each such date, a "Dividend Payment Date") to the holders of

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record of the Series A Preferred Stock on the respective record dates fixed for such purpose by the Board in advance of payment of such Dividend Payment Date. Quarterly dividend periods (each, a “Dividend Period”) for the first such Dividend Period shall commence on the Issuance Date and include the first Dividend Payment Date and for each such quarterly period thereafter, shall commence and include the first day, and shall end on and include the last day, of the calendar quarter that immediately precedes the calendar quarter in which the corresponding Dividend Payment Date occurs. Regular Dividends payable shall be calculated on the basis of a 365 (or 366, as the case may be) day year for the actual days elapsed.

(b) In addition to the Regular Dividends in Section 2(a) above, a holder of record of shares of the Series A Preferred Stock shall be entitled to receive, when declared by the Board, out of funds legally available therefor, upon the consummation of a Change of Control transaction on or prior to the third anniversary of the Issuance Date, its Change of Control Amount (such payment amount, the “Additional Dividend Amount”) and no more (other than as contemplated by Section 2(a)). For the avoidance of doubt, if no Change of Control transaction has been consummated on or prior to the third anniversary of the Issuance Date, the holders of the Series A Preferred Stock shall not receive an Additional Dividend Amount. The Additional Dividend Amount shall be paid pursuant to the redemption provision set forth in Section 3(b)(ii); provided that if any consideration paid to holders of Common Stock in the transaction constituting a Change of Control is held in escrow, is otherwise held back from immediate payment or is subject to post-closing adjustments (collectively, an “Escrow”), a proportionate amount (but only with respect to any portion of the aggregate amount held in Escrow that would have been included in the Additional Dividend Payment had no consideration been payable into Escrow) of a holder’s Additional Dividend Payment shall be held in Escrow on the same terms and subject to the same conditions and payout as applicable to the holders of Common Stock; provided that any such Escrow amounts shall only be paid to the holders of Series A Preferred Stock to the extent such Escrow amounts are not owed to and required to be released from Escrow to another person or entity.

(c) To the extent not paid pursuant to Section 2(a) or 2(b) above, dividends on the Series A Preferred Stock shall accumulate, whether or not there are funds legally available for the payment of such dividends and whether or not dividends are declared. In the case of shares of Series A Preferred Stock issued on the Issuance Date, dividends shall begin to accumulate on the Issuance Date and shall be deemed to accumulate from day to day whether or not declared until paid.

(d) Dividends shall be payable in cash. All cash payments of dividends on the shares of Series A Preferred Stock shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts. Accumulated but unpaid dividends for any past dividend periods may be declared by the Board and paid on any date fixed by the Board, whether or not a regular Dividend Payment Date, to holders of record on the books of the Corporation on such record date as may be fixed by the Board, which record date shall be no more than 60 days prior to the payment date thereof; provided that the record date for an Additional Dividend Amount for which payment is owed under Section 2(b) shall be the date of the consummation of the Change of Control transaction.

(e) So long as any Series A Preferred Stock remains outstanding, during any period when the Corporation has failed to pay a dividend for any prior Dividend Period on the shares of Series A Preferred Stock or has failed to pay any Additional Dividend Amount due and until all unpaid dividends payable, whether or not declared, on the outstanding shares of Series A Preferred Stock shall have been paid in full (provided that if the Corporation shall have performed its obligations set forth in the first proviso in the last sentence of Section 2(b) and Sections 3 and 4, the Corporation shall have satisfied its obligations to pay any such amounts), the Corporation shall not: (i) declare or pay dividends, or make any other distributions, on any shares of Junior Stock, other than dividends or distributions payable in shares of Junior Stock, or (ii) redeem, purchase or otherwise acquire for consideration any shares of Junior Stock, other than redemptions, purchases or other acquisitions of shares of Junior Stock in exchange for any shares of Junior Stock.

Section 3. Redemption.

(a) No Optional Redemption. The Corporation shall not have any right to redeem any shares of the Series A Preferred Stock except in accordance with the procedures providing for a mandatory redemption in Sections 3(b) and 4.

(b) Mandatory Redemption.

(i) Pursuant to the provisions set forth in Section 4, the Corporation shall redeem all outstanding shares of Series A Preferred Stock on the Final Redemption Date out of funds legally available therefor at a redemption price, payable in cash, equal to 100% of the per share Liquidation Preference thereof, plus an amount in cash equal to all accumulated and unpaid dividends thereon, whether or not declared, to the Final Redemption Date.

(ii) Upon the consummation of a Change of Control transaction, the Corporation shall at its election, (A) pursuant to the provisions set forth in Section 4, redeem all of the outstanding shares of Series A Preferred Stock on the Change of Control Redemption Date out of funds legally available therefor at a redemption price, payable in cash, equal to 100% of the per share Liquidation Preference thereof, plus an amount in cash equal to all accumulated and unpaid dividends thereon, whether or not declared, to the Change of Control Redemption Date (including, for the avoidance of doubt, any Additional Dividend Amount required to be paid pursuant to Section 2(b), reduced by the amount of any Escrow of such Additional Dividend Amount pursuant to Section 2(b)) (the "Change of Control Redemption Amount") or (B) pursuant to an agreement and plan of merger with respect to the Change of Control that provides that by virtue of the merger resulting in a Change of Control the Series A Preferred Stock outstanding immediately prior to the consummation of the Change of Control become automatically canceled and cease to exist and have no rights with respect thereto, except the right to receive the Change of Control Redemption Amount pursuant to the terms of such agreement; provided that, for the avoidance of doubt, the obligation to pay the Change of Control Redemption Amount may be satisfied by a combination of the mechanics described in (A) and (B) above.

Section 4. Provisions Applicable to Redemption.

(a) The Corporation shall, or shall cause the transfer agent for the Series A Preferred Stock to, send a notice of redemption of the Series A Preferred Stock pursuant to Section 3 (a "Redemption Notice") to the holders of the Series A Preferred Stock by first class mail, postage prepaid, at each such holder's address as it appears on the stock record books of the Corporation, not less than five Business Days prior to the Redemption Date, specifying the place of such redemption, but no failure to mail such notice or any defect therein or in the mailing thereof shall affect the validity of the proceedings for redemption. Any notice which was mailed in the manner herein provided shall be conclusively presumed to have been duly given whether or not the holder receives the notice and the shares specified in such notice shall be deemed to have been called for redemption as of the date such notice was mailed. On or after the Redemption Date, each holder of the shares of Series A Preferred Stock called for redemption in accordance with the terms hereof shall surrender evidence of shares of Series A Preferred Stock in book-entry form to the Corporation at the place designated in the Redemption Notice and shall thereupon be entitled to receive the redemption payment in respect thereof as specified in Section 3. From and after the Redemption Date, all dividends on shares of Series A Preferred Stock shall cease to accumulate and all rights of the holders thereof as holders of Series A Preferred Stock shall cease and terminate, except if the Corporation shall default in payment of the redemption payment specified in Section 3, in which case all such rights shall continue and Regular Dividends thereon shall continue to accumulate unless and until such shares are redeemed and such price is paid in accordance with the terms hereof.

(b) If the funds of the Corporation legally available for redemption of shares of Series A Preferred Stock on the Redemption Date are insufficient to redeem the total number of shares of Series A Preferred Stock to be redeemed on such date, those funds which are legally available shall be used to redeem the maximum possible number of shares of Series A Preferred Stock pro rata among the holders of the Series A Preferred Stock to be redeemed based upon the aggregate Liquidation Preference of all shares of Series A Preferred Stock held by each such holder (plus all accumulated and unpaid dividends thereon). At any time thereafter when additional funds of the Corporation are legally available for redemption of such shares of Series A Preferred Stock and there is no contractual or other restriction from taking such action, the Corporation shall as soon as reasonably practicable use such funds to redeem the balance of the shares that the Corporation became obligated to redeem on the Redemption Date (but which it has not yet redeemed) at a redemption price, payable in cash, equal to 100% of the per share Liquidation Preference thereof, plus an amount in cash equal to all accumulated and unpaid dividends thereon, whether or not declared, to the date on which the Corporation actually redeems such shares (including, for the avoidance of doubt, any dividends accumulating after the Redemption Date pursuant to the final sentence of Section 4(a) and any Additional Dividend Amount required to be paid pursuant to Section 2(b)).

Section 5. Rank. The Series A Preferred Stock shall, with respect to dividend distributions and distributions upon the voluntary or involuntary liquidation, winding up or dissolution of the Corporation, rank (a) senior to all Junior Stock, (b) *pari passu* with any Parity Stock and (c) junior to any Senior Stock. The Corporation may authorize, create and issue Junior Stock, Parity Stock and Senior Stock without the consent of the holders of shares of the Series A Preferred Stock.

Section 6. Liquidation Preference. In the event of the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of shares of the Series A Preferred Stock shall be entitled to receive, out of the assets of the Corporation, and in preference to and in priority over any distribution upon the shares of Common Stock and all shares of Junior Stock, an amount in cash equal to the per share Liquidation Preference, plus an amount equal to the accumulated and unpaid dividends thereon, whether or not declared, to the date of liquidation, dissolution or winding up, as the case may be, and no more. If the assets of the Corporation are not sufficient to pay in full the liquidation price payable to the holders of the shares of the Series A Preferred Stock and the liquidation price payable to the holders of all shares of Parity Stock, the holders of all such shares shall share ratably in such distribution of assets in accordance with the amounts which would be payable on such distribution if the amounts to which the holders of shares of the Series A Preferred Stock and the holders of shares of Parity Stock are entitled were paid in full. Neither the voluntary sale, conveyance, exchange or transfer (for cash, shares of stock, securities or other consideration) of all or substantially all of the property or assets of the Corporation nor a merger or consolidation of the Corporation with or into any other corporation shall be deemed a liquidation, dissolution or winding up of the Corporation.

Section 7. Voting Rights.

(a) Except as otherwise required by law or expressly provided herein, the holders of shares of Series A Preferred Stock shall be entitled to vote on all matters submitted to a vote of the stockholders of the Corporation and shall be entitled to one vote per share of Series A Preferred Stock. Except as otherwise required by law or expressly provided herein, the holders of shares of Series A Preferred Stock and Common Stock shall vote together as a single class, and not as separate classes.

(b) The affirmative vote of the holders of at least a majority of the outstanding shares of Series A Preferred Stock, voting together as a single class, in person or by proxy, at a special or annual meeting called for the purpose, or by written consent in lieu of a meeting, shall be required to amend, repeal or change any provisions of this Certificate of Designation in any manner that would adversely affect, alter or change the powers, preferences or special rights of the Series A Preferred Stock. For the avoidance of doubt, the Corporation may authorize, increase the authorized amount of, or issue any class or series of Junior Stock, Parity Stock or Senior Stock, including any additional shares of Series A Preferred Stock, without the consent of the holders of Series A Preferred Stock, and in taking such actions the Corporation shall not be deemed to have adversely affected, altered or changed the powers, preferences or special rights of holders of shares of Series A Preferred Stock. With respect to any matter on which the holders of the Series A Preferred Stock are entitled to vote as a separate class, each share of Series A Preferred Stock shall be entitled to one vote.

(c) Notwithstanding the provisions of Section 7(a) and Section 7(b), the holders of Series A Preferred Stock shall not be entitled to vote on any merger, combination or similar transaction in which the holders of the Series A Preferred Stock either (i) retain their shares of Series A Preferred Stock or (ii) receive shares of preferred stock in the surviving corporation of such merger with terms identical to, or no less favorable in the aggregate to the holders of the Series A Preferred Stock than, the terms of the Series A Preferred Stock as long as, in any such

case, the surviving or resulting company of any such merger, combination or similar transaction is not materially less creditworthy than the Corporation was immediately prior to the consummation of such transaction.

Section 8. Exclusion of Other Rights. Except as may otherwise be required by law, the shares of Series A Preferred Stock shall not have any voting powers, designations, preferences and relative, participating, optional or other special rights and qualifications, limitations or restrictions other than those specifically set forth in this Certificate of Designation (as it may be amended from time to time) and in the Certificate of Incorporation. The shares of Series A Preferred Stock shall have no preemptive or subscription rights.

Section 9. Issuances of Stock to Affiliates. If the Corporation shall issue any equity securities to MacAndrews & Forbes or any of its Affiliates at a price per share that is lower than the Current Market Price per share on the date of such issuance, then an appropriate adjustment to the Change of Control Amount shall be made to reflect the aggregate difference between the issuance price per share and such Current Market Price; provided, however, that no adjustment shall be made as a result of (a) any securities offerings by the Corporation (including, any rights offering), in which the same security is offered to all holders of the applicable class of securities or series of stock on a pro rata basis, (b) the declaration or payment of any dividends or distributions to the holders of all of then-outstanding classes of equity securities of the Corporation on a pro rata basis, (c) any issuance by reclassification of securities of the Corporation, (d) the issuance of any securities of the Corporation (including upon the exercise of options or rights) or options or rights to purchase those shares pursuant to any present or future employee, director or consultant benefit plan, program or practice of or assumed by the Corporation or any of its subsidiaries or as full or partial consideration in connection with any acquisition by the Corporation or its subsidiaries, or (e) the issuance of any securities of the Corporation pursuant to any option, warrant, right or exercisable, exchangeable or convertible security outstanding as of the date of initial issuance of the Series A Preferred Stock. The form of the adjustment shall be determined in good faith by a majority of the independent members of the Board, and shall be binding and conclusive on all holders of the Series A Preferred Stock.

Section 10. Certain Definitions. As used herein, the following terms heretofore not defined shall have the following respective meanings:

“Affiliate” means, with respect to any person, any other person which, directly or indirectly, is in control of, is controlled by or is under common control with such first person. For purposes of this definition, control of a person means the power, direct or indirect, to direct or cause the direction of the management and policies of the Corporation whether by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“Beneficial Ownership” has the meaning provided in Rules 13d-3 and 13d-5 under the Exchange Act; and the term “Beneficially Own” has a meaning correlative to the foregoing.

“Business Day” means any day other than Saturday, Sunday or other day on which commercial banks in the State of New York are authorized or required by law or executive order to remain closed.

“Change of Control” means any person, other than one or more Permitted Holders, becomes the Beneficial Owner, directly or indirectly, of more than 50% of the total voting power of the Voting Stock of the Corporation; provided, however, that 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 (for the purposes of this clause (a), 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).

“Change of Control Amount” means

(a) if (i) the Equity Value divided by (ii) (A) the number of shares of all Common Stock plus (B) the number of shares of Preferred Stock (calculated as whole shares if fractional shares are used) entitled to receive Equity Value, in each case issued and outstanding immediately prior to the consummation of the Change of Control transaction minus the number of shares of Series A Preferred Stock issued and outstanding on the Issuance Date, is greater than or equal to \$12.00, then an amount equal to \$12.00 minus the Liquidation Preference minus any paid and/or accumulated and unpaid Regular Dividends up to and including the date of the consummation of the Change of Control transaction; or

(b) if (i) the Equity Value divided by (ii) (A) number of shares of all Common Stock plus (B) the number of shares of Preferred Stock (calculated as whole shares if fractional shares are used) entitled to receive Equity Value, in each case issued and outstanding immediately prior to the consummation of the Change of Control transaction minus the number of shares of Series A Preferred Stock issued and outstanding on the Issuance Date, is less than \$12.00, then an amount equal to such quotient minus the Liquidation Preference minus any paid and/or accumulated and unpaid Regular Dividends up to and including the date of the consummation of the Change of Control transaction; provided that if the calculation in this clause (b) results in an amount less than zero dollars (\$0), then the Change of Control Amount shall be equal to zero dollars (\$0);

provided that in the event that, subsequent to the Issuance Date but prior to redemption of the Series A Preferred Stock, the issued and outstanding shares of Common Stock and/or Preferred Stock shall have been changed into a different number of shares or a different class as a result of a stock split, reverse stock split, stock dividend, subdivision, reclassification, split, combination, exchange, recapitalization or other similar transaction (excluding the Election), the Change of Control Amount shall be appropriately adjusted.

“Change of Control Redemption Date” means the date of the consummation of a Change of Control transaction.

“control” of a person means the power, direct or indirect, to direct or cause the direction of the management and policies of such person whether by contract or otherwise; and the term “controlled” has a meaning correlative to the foregoing.

“Common Stock” means the shares of the Class A common stock, par value \$0.01 per share, of the Corporation, the Class B common stock, par value \$0.01 per share, of the Corporation and/or any other common stock of the Corporation.

“Current Market Price” means, with respect to any equity security of the Corporation as of any date, an amount equal to the average of the closing prices of such equity security for the ten consecutive trading days ending on the trading day before such date or if the equity security of the Corporation is not quoted on any such quotation system, the average of the closing bid and asked prices as furnished by a professional market maker selected by the Board in good faith making a market for such equity security; provided, however, that in the event such equity security shall not be traded on a national securities exchange or there is no such market maker for such equity security, the Current Market Price per share as of any date shall be equal to its Fair Market Value.

“Equity Value” means (a) the aggregate consideration paid to the stockholders of the Corporation for all of the outstanding equity of the Corporation upon the consummation of a Change of Control transaction, minus (b) the payment of any liquidation preferences and any accrued but unpaid dividends through the consummation of the Change of Control transaction on any Preferred Stock (including the issued Series A Preferred Stock (provided that such amount with respect to the Series A Preferred Stock shall not include the amount of any Additional Dividend Amount required to be paid as a result of the Change of Control transaction)); provided that if less than all of the equity of the Corporation is sold, the Equity Value will be valued as if all of the equity of the Corporation had been sold upon consummation of such Change of Control transaction; provided, further, that if the consideration paid in the Change of Control transaction is in any form other than cash or tradable securities (which shall be valued based on the value to be received by the holders of Common Stock upon consummation of the transaction resulting in the Change of Control) then the per share valuation of the consideration paid in such transaction shall be determined by an investment bank of international reputation to be selected by the board of directors of the Corporation in good faith.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Fair Market Value” means, with respect to any equity security of the Corporation, the fair market value of a share of such equity security on the applicable date of determination, as determined in good faith by a majority of the independent members of the Board.

“Final Redemption Date” means the fourth anniversary of the Issuance Date, unless a Change of Control transaction shall have been consummated on or prior to the third anniversary of the Issuance Date.

“Indebtedness” means, with respect to the Corporation, without duplication, (a) all obligations of the Corporation for borrowed money or for the deferred purchase price of property or services (other than current trade liabilities incurred in the ordinary course of business

of the Corporation and payable in accordance with customary practices), or with respect to deposits or advances of any kind to the Corporation; (b) all obligations of the Corporation evidenced by bonds, debentures, notes or similar instruments; (c) all capitalized lease obligations of the Corporation or obligations of the Corporation to pay the deferred and unpaid purchase price of property and equipment; (d) all obligations of the Corporation pursuant to securitization or factoring programs or arrangements; (e) all guarantees and arrangements having the economic effect of a guarantee of the Corporation of any Indebtedness of any other person; (f) all obligations or undertakings of the Corporation to maintain or cause to be maintained the financial position or covenants of others or to purchase the obligations or property of others; (g) net cash payment obligations of the Corporation under swaps, options, derivatives and other hedging agreements or arrangements that will be payable upon termination thereof (assuming they were terminated on the date of determination); (h) letters of credit, bank guarantees, and other similar contractual obligations entered into by or on behalf of the Corporation; or (i) to the extent not otherwise included in the foregoing, any financing of accounts receivable or inventory.

“Issuance Date” means October 8, 2009.

“Junior Stock” means any shares of Common Stock and each other class or series of capital stock of the Corporation, including a series of the Preferred Stock, which is by its terms expressly made junior to the shares of the Series A Preferred Stock at the time outstanding as to the payment of dividends, liquidation preference or redemption rights.

“Parity Stock” means any shares of a class or a series of capital stock of the Corporation (other than the Common Stock) which is by its terms not expressly made junior or senior to the Series A Preferred Stock at the time outstanding as to payment of dividends, liquidation preference or redemption rights.

“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”)), any person controlled, directly or indirectly, by Ronald O. Perelman or his heirs and any of his Affiliates.

“person” means an individual, corporation, limited liability company, partnership, limited partnership, syndicate, person (including a “person” as defined in Section 13(d)(3) of the Exchange Act), trust, association or entity or government, political subdivision, agency or instrumentality of a government;

“Preferred Stock” means the preferred stock, par value \$0.01 per share, of the Corporation authorized by the Certificate of Incorporation.

“Redemption Date” means the Change of Control Redemption Date or the Final Redemption Date, as the case may be.

“Senior Stock” means any shares of a class or series of capital stock of the Corporation which by its terms ranks senior to the Series A Preferred Stock as to payment of dividends, liquidation preference or redemption rights.

“Voting Stock” means all classes of shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) equity of the Corporation, including any Preferred Stock, but excluding any debt securities convertible into or exchangeable for such equity, then outstanding and normally entitled to vote in the election of directors of the Corporation.

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IN WITNESS WHEREOF, Revlon, Inc. has caused this Certificate of Designation to be executed by its duly authorized officer on October 8, 2009.

REVLON, INC.

By: /s/ Robert K. Kretzman

Name: Robert K. Kretzman

Title: Executive Vice President, Chief Legal Officer,  
General Counsel and Secretary

**CERTIFICATE OF AMENDMENT**  
**TO THE**  
**RESTATED CERTIFICATE OF INCORPORATION**  
**OF**  
**REVLON, INC.**

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Pursuant to Sections 228 and 242 of the General Corporation Law of the State of Delaware

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REVLON, INC., a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the "Company"), does hereby certify as follows:

FIRST: That Article FOURTH of the Company's Restated Certificate of Incorporation is hereby amended by deleting the preamble therefrom and substituting the following in lieu thereof:

"Authorized Capital Stock. The Corporation is authorized to issue 1,150,000,000 shares of capital stock, of which 900,000,000 shares shall be shares of Class A Common Stock, \$.01 par value ("Class A Common Stock"), 200,000,000 shares shall be shares of Class B Common Stock, \$.01 par value ("Class B Common Stock" and, together with the Class A Common Stock, the "Common Stock"), and 50,000,000 shares shall be shares of Preferred Stock, \$.01 par value ("Preferred Stock")."

SECOND: That Article FOURTH of the Company's Restated Certificate of Incorporation is hereby amended by deleting Section (a)(4) therefrom and substituting the following in lieu thereof:

"(4) Mergers, etc. In the event of any corporate merger, consolidation, purchase or acquisition of property or stock, or other reorganization, in each case with a third party that is not (and was not at the commencement of such transaction or any related transaction) an affiliate of the Company, in which any consideration is to be received by the holders of shares of Class A Common Stock or the holders of shares of Class B Common Stock, the holders of shares of Class A Common Stock and the holders of shares of Class B Common Stock shall receive the same consideration on a per share basis; provided that, if such consideration shall consist in any part of voting securities (or of options or warrants to purchase, or of securities convertible into or exchangeable for, voting securities), the holders of shares of Class B Common Stock may receive, on a per share basis, voting securities with ten (10) times the number of votes per share as those voting securities to be received by the holders of shares of Class A Common Stock (or options or warrants to purchase, or securities convertible into or exchangeable for, voting securities with ten (10) times the number of votes per share as those voting securities issuable upon exercise of the options or warrants to be received by the holders of the shares of Class A Common Stock, or into which the convertible or exchangeable securities to be received by the holders of the shares of Class A Common Stock may be converted or exchanged); and provided, further, for the avoidance of doubt, that this clause (4) is not applicable to a transaction pursuant to which MacAndrews & Forbes Holdings Inc. or its affiliates do not sell or otherwise dispose of their interests but acquire or cause to be acquired the interests of the remaining common stockholders of the Company (other than transfers amount MacAndrews & Forbes Holdings Inc. or any of its affiliates)."

THIRD: That the foregoing amendment was duly adopted by written consent of the stockholders in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

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IN WITNESS WHEREOF, the Company has caused this Certificate of Amendment to be duly executed in its corporate name this 8th day of October, 2009.

**REVLON, INC.**

By: /s/ Robert K. Kretzman

Name: Robert K. Kretzman

Title: Executive Vice President, Human Resources, Chief Legal  
Officer and General Counsel