

MRD
6.30.98

06-30-1998



To the Honorable Commissioner of Patent

original documents or copy thereof

100748885

1. Name of conveying party(ies):

Revlon Consumer Products Corporation

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

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

2. Name and address of receiving party(ies):

Name: The Chase Manhattan Bank (successor by merger to Chemical Bank)

Internal Address: _____

Street Address: 270 Park Avenue

City New York State NY ZIP 10017

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached: Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Supplement to Company Security Agreements
- Merger
- Change of Name

Execution Date: January 28, 1998

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

A. Trademark Application No.(s): See attached sheets.

B. Trademark registration No.(s): LASTING, Reg. No. 2,070,894; REVLON LASTING, Reg. No. 2,068,080; HAIRCARE THAT STIRS THE SENSES, Reg. No. 2,099,627; R PRO and Design, Reg. No. 2,122,487; REVLON, Reg. No. 1,978,991; and GOLDRUSH, Reg. No. 369,288.

Additional numbers attached? Yes No

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

PENNIE & EDMONDS LLP
1667 K Street, N.W.
Washington, D.C. 20006

Attn.: Nancy H. Lutz, Esq.

File No.: 8412-003-999

6. Total number of applications and registrations involved: 87

7. Total fee (37 CFR 3.41)\$ 2,190.00

Please charge to the deposit account listed in Section 8, as well as any other fees which may be due

8. Deposit account number 16-1150

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Nancy H. Lutz

Name of Person Signing Reg. No.

Nancy H Lutz

Signature

June 30, 1998

Date

Total number of pages comprising cover sheet: 23

Continuation to Question 4A:

PURE CARBON

Serial No. 75-219287 Filed: 12/30/1996

MASCARA PLUS

Serial No. 75-236989 Filed: 02/05/1997

REVEAL

Serial No. 75-256403 Filed: 03/13/1997

REVLON SCENTSTAY

Serial No. 75-247669 Filed: 02/25/1997 Published: 07/01/1997
Not. of All.

LUMINESQUE

Serial No. 75-229550 Filed: 01/23/1997 Published: 08/19/1997
Not. of All.

REVLON RESPONSE

Serial No. 75-229552 Filed: 01/23/1997 Published: 11/04/1997

Continued on the next page

Continuation to Question 4A:

GOLD RUSH

Serial No. 75-229551 Filed: 01/23/1997

REVLON MOISTURESTAY

Serial No. 75-247670 Filed: 02/25/1997

CHARLIE

Serial No. 75-256019 Filed: 03/12/1997 Published: 11/25/1997

INTRA-BRIGHT

Serial No. 75-264569 Filed: 03/26/1997

KISS FOR THE CURE

Serial No. 75-273414 Filed: 04/11/1997 Published: 11/04/1997

JEAN NATE (ACCENT OF E STYLIZED)

Serial No. 75-263320 Filed: 03/06/1997 Published: 01/20/1998

SCENTS OF COLOR

Serial No. 75-270183 Filed: 04/07/1997

LET'S KISS CANCER GOODBYE

Serial No. 75-275687 Filed: 04/14/1997 Published: 11/04/1997

Continued on the next page

Continuation to Question 4A:

A LIGHT KISS OF MUSK

Serial No. 75-291390 Filed: 05/14/1997

SHE

Serial No. 75-294713 Filed: 05/19/1997

STAY SMOOTH

Serial No. 75-295883 Filed: 05/21/1997 Published: 12/16/1997

ENVIROGLUV

Serial No. 75-303816 Filed: 06/04/1997

COLORSTAY LIPLUSTER

Serial No. 75-307216 Filed: 06/11/1997 Published: 02/03/1998

TRIPLE ACTION LIP DEFENSE

Serial No. 75-310273 Filed: 06/17/1997

PERHAPS THE TOUGHEST TOOLS IN THE HOUSE

Serial No. 75-315843 Filed: 06/27/1997

ONE WASH

Serial No.: 75/343636 Filed: 08/19/1997

STREET LIGHTS

Serial No.: 75/345797 Filed: 08/25/1997

Continued on the next page

Continuation to Question 4A:

R-PRO

Serial No.: 75/357629 Filed: 09/10/1997

TRIPLE ACTION

Serial No.: 75/355328 Filed: 09/11/1997

TRIPLE ACTION FLEX

Serial No.: 75/355329 Filed: 09/11/1997

PRO ESSENTIALS

Serial No.: 75-358703 Filed: 09/17/1997

REVLON PRO ESSENTIALS

Serial No.: 75-357597 Filed: 09/16/1997

PRO ESSENTIALS

Serial No.: 75-357593 Filed: 09/16/1997

LUMINATES

Serial No.: 75-356859 Filed: 09/15/1997

LIP DEFENSE

Serial No.: 75-355330 Filed: 09/11/1997

NEW EYES

Serial No.: 75-355327 Filed: 09/11/1997

Continued on the next page

77563-1

TRADEMARK
REEL: 1745 FRAME: 0792

Continuation to Question 4A:

COLORSTAY LITE MAKEUP

Serial No.: 75-354473 Filed: 09/10/1997

COLORSTAY UNLIQUID MAKEUP

Serial No.: 75-354474 Filed: 09/10/1997

NEW COMPLEXION IDENTICAL SKIN

Serial No. 75-361532 Filed: 09/23/1997

R PRO AND DESIGN

Serial No.: 75-976493 Filed: 04/05/1996

Div. of Ser. No. 75-084194
Stat. of Use Filed

A LITTLE COLOR, A LOT OF MOISTURE

Serial No.: 75-339041 Filed: 08/11/1997

SMOOTH LIPS

Serial No.: 75-351435 Filed: 09/02/1997

ANTI-CHAP LIPCOLOR

Serial No.: 75-350320 Filed: 09/02/1997

ALMAY PROMISE: RESULTS WITHOUT REACTIONS

Serial No.: 75-345878 Filed: 08/25/1997

Continued on the next page

Continuation to Question 4A:

BREATHE EASY

Serial No.: 75-352764 Filed: 09/05/1997

BODY KISSES

Serial No.: 75-315743 Filed: 06/27/1997

CHARLIE RED

Serial No.: 75-335477 Filed: 08/04/1997 First Use: 09/01/1994

EG DESIGN AND ENVIROGLUV

Serial No.: 75-335080 Filed: 08/04/1997

JEAN NATE

Serial No.: 75-337806 Filed: 08/08/1997

JEAN NATE (ACCENT OVER E STYLIZED)

Serial No.: 75-337805 Filed: 08/08/1997

AGE DEFYING

Serial No.: 75-371898 Filed: 10/13/1997

DARE TO COMPARE

Serial No.: 75-375309 Filed: 10/17/1997

REVLON

Serial No.: 75-381536 Filed: 10/29/1997

VIRTUAL KISSES

Serial No.: 75-377645 Filed: 10/20/1997

77563-1 Continued on the next page

TRADEMARK
REEL: 1745 FRAME: 0794

Continuation to Question 4A:

VIRTUAL KISSES

Serial No.: 75-408821 Filed: 12/22/1997

LINE & SHINE

Serial No.: 75-380844 Filed: 10/28/1997

ALMAY STAY SMOOTH

Serial No.: 75-368746 Filed: 10/06/1997

ALMAY STAY SMOOTH

Serial No.: 75-389294 Filed: 11/13/1997

R PRO & DESIGN

Serial No.: 75-389296 Filed: 11/13/1997

R PRO & DESIGN

Serial No.: 75-392695 Filed: 11/19/1997

ACRYGEL

Serial No.: 75-396324 Filed: 11/25/1997

HIS COLOR

Serial No.: 75-396415 Filed: 11/24/1997

FROST & GLOW EASY LIGHTS

Serial No.: 75-396455 Filed: 11/24/1997

Continued on the next page

Continuation to Question 4A:

AROSCI & DESIGN

Serial No.: 75-397772 Filed: 12/01/1997 First Use: 08/05/1996

FIRE & ICE

Serial No.: 75-402567 Filed: 12/09/1997

BUTTERFLY KISSES

Serial No.: 75-406966 Filed: 12/17/1997

CHARLIE BREEZE

Serial No.: 75-406930 Filed: 12/17/1997

CHARLIE SHEER

Serial No.: 75-406927 Filed: 12/17/1997

CHARLIE SPIRIT

Serial No.: 75-406931 Filed: 12/17/1997

FLAVORED KISSES

Serial No.: 75-406925 Filed: 12/17/1997

GINGER SNAP WITH A HOT KISS OF GINGER

Serial No.: 75-406938 Filed: 12/17/1997

GLITTER KISSES

Serial No.: 75-406928 Filed: 12/17/1997

HIDDEN KISSES

Serial No.: 75-406447 Filed: 12/17/1997

Continuation to Question 4A:

HYDRACOLOR

Serial No.: 75-404963 Filed: 12/15/1997

INVISIBLE KISSES

Serial No.: 75-406929 Filed: 12/17/1997

MOISTURE KISSES

Serial No.: 75-406939 Filed: 12/17/1997

POLISHED KISSES

Serial No.: 75-406974 Filed: 12/17/1997

SECRET KISSES

Serial No.: 75-406926 Filed: 12/17/1997

DREAM KISSES

Serial No.: 75-408823 Filed: 12/22/1997

SCENTED KISSES

Serial No.: 75-408822 Filed: 12/22/1997

BE FRESH

Serial No.: 75-406936 Filed: 12/17/1997

SHEER KISSES

Serial No.: 75-406937 Filed: 12/17/1997

Continued on the next page

Continuation to Question 4A:

A BETTER KIND OF BEAUTIFUL

Serial No.: 75-396413

Filed: 11/24/1997

CURL CUT

Serial No.: 75-378277

Filed: 10/22/1997

HAIRSCARA

Serial No.: 75-380834

Filed: 10/27/1997

SUPPLEMENT
to
Company Security Agreements

SUPPLEMENT (this "Supplement"), dated as of January 28, 1998, the Company Trademark Security Agreement, dated as of February 28 1995 (as the same may be further amended, supplemented or otherwise modified from time to time, the "IP Security Agreement") made by **REVLON CONSUMER PRODUCTS CORPORATION** (the "Grantor") in favor of THE CHASE MANHATTAN BANK (successor by merger to Chemical Bank) as Administrative Agent (the "Administrative Agent") for the benefit of the Lenders (the "Lenders") from time to time party of the Credit Agreement, dated as of February 28, 1995 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Revlon Consumer Products Corporation, the Borrowing Subsidiaries named therein, the banks and other financial institutions from time to time parties thereto, the Co-Agents named therein, the Managing Agents named therein, Chemical Securities, Inc., as syndication agent, Citibank, N.A., as documentation agent, and the Administrative Agent. Unless otherwise defined herein, capitalized terms which are used herein shall have the meanings assigned thereto in the Company Security Agreement, dated as of February 28, 1995, made by the Grantor in favor of the Administrative Agent (as the same may be amended, supplemented or otherwise modified from time to time, the "General Security Agreement").

WITNESSETH

WHEREAS, pursuant to Section 2 of each of the General Security Agreement and the IP Security Agreement, and as security for the prompt and complete payment and performance when due of all of the Payment Obligations, the Grantor has granted to the Administrative Agent, a first priority continuing security interest (subject to the Liens permitted under Section 11.3 of the Credit Agreement) in all of its rights, title and interest in, to and under, certain of its properties and assets:

WHEREAS, the IP Security Agreement has been recorded in the United States Patent and Trademark Office at Reel 1319, Frames 001-067.

WHEREAS, it is a requirement under the Credit Agreement and a condition precedent to the continuing obligations of the Lenders to make their respective extensions of credit thereunder that the Grantor provide the Administrative Agent with a first priority, perfected security interest in the intellectual property described herein;

NOW THEREFORE, in the Grantor hereby undertakes as follows:

I. Supplement to Schedules; Acknowledgement of Security Interest. Schedule 1 to the IP Security Agreement is hereby amended and supplemented by adding thereto each of the Trademarks listed on Schedule 1 hereto. Without derogation of the security interests granted pursuant to the General Security Agreement and the IP

Security Agreement, the Grantor hereby acknowledges that it is granting to the Administrative Agent a continuing Lien on and security interest in the Trademarks listed on Schedule 1 of this Supplement.

II. Matters Relating to General Security Agreement. The Grantor hereby acknowledges and agrees that, in addition to the amendments and supplements to the IP Security Agreement granted hereby, the General Security Agreement is hereby amended to include each of the Trademarks listed on Schedule I hereto as Collateral (as defined therein) thereunder.

III. Representations and Warranties. The Grantor hereby represents and warrants that the representations and warranties contained in Section 3 of the General Security Agreement are true and correct in all material respects on the date of this Supplement after giving effect to the amendment and supplement of the General Security Agreement in accordance with the terms hereof.

IV. Integration. This Supplement is supplemental to the General Security Agreement and the IP Security Agreement, forms a part of each and is subject to the terms thereof.

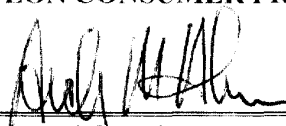
V. No Other Supplementing Information. Each of the General Security Agreement and the IP Security Agreement, as amended and supplemented by this Supplement, shall continue to be and shall be in full force and effect in accordance with its respective terms.

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

VII. Expenses. The Grantor agrees to pay or reimburse the Administrative Agent and the Lenders parties to the Credit Agreement for all of their out-of-pocket costs and expenses incurred in connection with the development, preparation, execution and recording of this Supplement, including, without limitation, the reasonable fees and disbursements of counsel to the Administrative Agent.

IN WITNESS WHEREOF, the undersigned has caused this Supplement to be duly executed and delivered as of the date first above written.

REVLON CONSUMER PRODUCTS CORPORATION

By: 
Arch M. Ahern
Assistant Secretary

REVLON CONSUMER PRODUCTS CORPORATION
Trademark Registrations and Applications

LASTING

Reg. No. 2,070,894
Serial No. 75-976046

Registered: 06/10/1997
Filed: 07/12/1995

First Use: 09/25/1995
Published: 04/02/1996

REVLON LASTING

Reg. No. 2,068,080
Serial No. 75-976028

Registered: 06/03/1997
Filed: 07/21/1995

First Use: 09/25/1995
Published: 03/19/1996

PURE CARBON

Serial No. 75-219287

Filed: 12/30/1996

MASCARA PLUS

Serial No. 75-236989

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Serial No. 75-273414 Filed: 04/11/1997 Published: 11/04/1997

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Serial No. 75-263320 Filed: 03/06/1997 Published: 01/20/1998

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Serial No. 75-270183 Filed: 04/07/1997

LET'S KISS CANCER GOODBYE

Serial No. 75-275687 Filed: 04/14/1997 Published: 11/04/1997

HAIR CARE THAT STIRS THE SENSES

Reg. No.: 2,099,627 Registered: 09/23/1997 First Use: 08/05/1996
Serial No. 75-224626 Filed: 01/13/1997 Published: 07/01/1997

A LIGHT KISS OF MUSK

Serial No. 75-291390 Filed: 05/14/1997

SHE

Serial No. 75-294713 Filed: 05/19/1997

STAY SMOOTH

Serial No. 75-295883 Filed: 05/21/1997 Published: 12/16/1997

ENVIROGLUV

Serial No. 75-303816 Filed: 06/04/1997

COLORSTAY LIPLUSTER

Serial No. 75-307216 Filed: 06/11/1997 Published: 02/03/1998

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Serial No. 75-310273 Filed: 06/17/1997

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Serial No. 75-315843 Filed: 06/27/1997

ONE WASH

Serial No.: 75/343636 Filed: 08/19/1997

STREET LIGHTS

Serial No.: 75/345797 Filed: 08/25/1997

R-PRO

Serial No.: 75/357629

Filed: 09/10/1997

TRIPLE ACTION

Serial No.: 75/355328

Filed: 09/11/1997

TRIPLE ACTION FLEX

Serial No.: 75/355329

Filed: 09/11/1997

PRO ESSENTIALS

Serial No.: 75-358703

Filed: 09/17/1997

REVLON PRO ESSENTIALS

Serial No.: 75-357597

Filed: 09/16/1997

PRO ESSENTIALS

Serial No.: 75-357593

Filed: 09/16/1997

LUMINATES

Serial No.: 75-356859

Filed: 09/15/1997

LIP DEFENSE

Serial No.: 75-355330

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R PRO AND DESIGN

Serial No.: 75-976493 Filed: 04/05/1996 Div. of Ser. No. 75-084194
Stat. of Use Filed

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Reg. No.: 2,122,487 Registered: 12/16/1997
Serial No.: 75-976569 Filed: 03/22/1996 Div. of Ser. No. 75-076837

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Serial No.: 75-371898 Filed: 10/13/1997

DARE TO COMPARE

Serial No.: 75-375309 Filed: 10/17/1997

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Serial No.: 75-381536 Filed: 10/29/1997

VIRTUAL KISSES

Serial No.: 75-377645 Filed: 10/20/1997

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Serial No.: 75-408821

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Filed: 11/19/1997

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Serial No.: 75-396415

Filed: 11/24/1997

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Filed: 11/24/1997

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Serial No.: 75-397772

Filed: 12/01/1997

First Use: 08/05/1996

FIRE & ICE

Serial No.: 75-402567

Filed: 12/09/1997

BUTTERFLY KISSES

Serial No.: 75-406966

Filed: 12/17/1997

CHARLIE BREEZE

Serial No.: 75-406930

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Serial No.: 75-406927

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Filed: 12/17/1997

POLISHED KISSES

Serial No.: 75-406974

Filed: 12/17/1997

SECRET KISSES

Serial No.: 75-406926

Filed: 12/17/1997

DREAM KISSES

Serial No.: 75-408823

Filed: 12/22/1997

SCENTED KISSES

Serial No.: 75-408822

Filed: 12/22/1997

BE FRESH

Serial No.: 75-406936

Filed: 12/17/1997

SHEER KISSES

Serial No.: 75-406937

Filed: 12/17/1997

WONDERWEAR SUPER RECOVERY

Serial No.: 75-171512

Filed: 09/23/1996

Published: 01/13/1998

REVLON

Reg. No.: 1,978,991

Registered: 06/04/1996

Serial No.: 75-975122

Filed: 07/20/1992

Div. of Ser. No. 74-295342

A BETTER KIND OF BEAUTIFUL

Serial No.: 75-396413

Filed: 11/24/1997

CURL CUT

Serial No.: 75-378277

Filed: 10/22/1997

HAIRSCARA

Serial No.: 75-380834

Filed: 10/27/1997

GOLDRUSH

Reg. No.: 0,369,288

Registered: 07/18/1939

Serial No.: 416702

Filed: 03/04/1939

Renewed

First Use: 03/01/1939

STREET WEAR (STYLIZED)

Serial No.: 75-976822

Filed: 05/31/1996

Div. of Ser. No. 75-112495

LIP DEFENSE

Reg. No.: 1,847,537

Registered: 08/02/1994

Serial No.: 74-411019

Filed: 07/12/1993