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FORM PTO  
I-31-92



RE

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

09-16-1998



100842267

To: U.S. Patent & TMO/ TM Mail Rpt Dt. #11 : S a  
Box

Original documents or copy thereof.

1. Name of conveying party(ies):

**Roux Laboratories, Inc.**

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

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

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

Name: 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                               Merger  
 Security Agreement                   Change of Name  
 Other Supplement to Subsidiary Security Agreements

Execution Date: July 28, 1998

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

A. Trademark Application No.(s): FROSTY ROULITE, Ser. No. 75/450,333 and SHEEN SET, Ser. No. 75/439,570.

B. Trademark registration No.(s): None.

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

File No.: 8412-003  
09/30/1998 JSHABAZZ 00000071 161150 75450333

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41):.....\$ 65.00

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

01 FC:401              40.00 CH  
 02 FC:402              25.00 CH

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                              Nancy H. Lutz                              September 16, 1998  
 Name of Person Signing              Reg. No.                              Signature                              Date

Total number of pages comprising cover sheet: 4

**Roux Laboratories, Inc.**  
**Trademark Registrations and Applications**

FROSTY ROULITE

Serial No.: 75-450333

Filed: 03/16/1998

First Use: 01/01/1974

SHEEN SETT

Serial No.: 75-439570

Filed: 02/24/1998

**SUPPLEMENT**  
to  
**Subsidiary Security Agreements**

SUPPLEMENT (this "Supplement"), dated as of July 28, 1998, the Subsidiary 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 **ROUX LABORATORIES, INC.**(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 Subsidiary 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 1317, Frames 332-423:

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.

**ROUX LABORATORIES, INC.**

By:   
Arch M. Ahern  
Assistant Secretary