

SEP 16 1998

10-05-1998



100844917

To the Honorable Commissioner of I

hed original documents or copy thereof.

ARD 10/5/98
MRD 9/16/98
O I P E
PATENT & TRADEMARK

DP

1. Name of conveying party(ies):
Revlon Consumer Products Corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State of Delaware
 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 Company Security Agreements

Execution Date: July 28, 1998

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

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

6. Total number of applications and registrations involved: 38

7. Total fee (37 CFR 3.41):.....\$ 965.00

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

10/02/1998 JSHABAZZ 00000220 161150 75977541
01 FC:481 40.00 CH
02 FC:482 925.00 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: 13

BODY KISSES

Serial No.: 75-977541

Filed: 06/27/1997

First Use: 09/30/1997

Div. of Serial No.: 75-315743

R PRO & DESIGN

Serial No.: 75-977476

Filed: 03/22/1996

Div. of Serial No.: 75-076837

VIXEN

Serial No.: 75-461154

Filed: 04/02/1998

First Use: 09/27/1995

MOISTURESTAY

Serial No.: 75-511565

Filed: 07/01/1998

VIXEN

Serial No.: 75-977487

Filed: 06/13/1996

Div. of Serial No.: 75-118681

NATÉ NATURALS

Serial No.: 75-435990

Filed: 02/18/1998

COLORSTAY NATURALS

Serial No.: 75-507387

Filed: 06/23/1998

Continuation of Question 4A:

HYDRO-SONIC

Serial No.: 75-495585

Filed: 06/02/1998

BODY LANGUAGE

Serial No.:

Filed: 06/18/1998

JONTUE MOONLIGHT

Serial No.: 75-977294

Filed: 06/16/1995

Div. of Serial No.: 74-689933

SUPER LUSTROUS

Serial No.: 75-480976

Filed: 05/07/1998

WIN

Serial No.: 75-482289

Filed: 05/08/1998

CHAMPS

Serial No.: 75-484979

Filed: 05/14/1998

IN PLAY

Serial No.: 75-481536

Filed: 05/08/1998

VIXEN

Serial No.: 75-461154

Filed: 04/02/1998

First Use: 09/27/1995

Continued on next page

Continuation of Question 4A:

REVLON NAIL ENHANCERS

Serial No.: 75-977248 Filed: 09/30/1996 Div. of Serial No.: 75-174470

MAIN SQUEEZE

Serial No.: 75-468899 Filed: 04/16/1998 First Use: 12/09/1997

FIRST BLUSH

Serial No.: 75-468811 Filed: 04/16/1998 First Use: 12/09/1997

GO COASTAL

Serial No.: 75-468812 Filed: 04/16/1998 First Use: 12/09/1997

EVEN OUT

Serial No.: 75-448023 Filed: 03/11/1998

ISLAND GIRL

Serial No.: 75-416304 Filed: 01/09/1998

STREET WEAR (STYLIZED)

Serial No.: 75-420475 Filed: 01/20/1998

OUTRAGEOUS

Serial No.: 75-424696 Filed: 01/27/1998

GIRL CODE

Serial No.: 75-428692 Filed: 02/04/1998

Continued on next page

Continuation of Question 4A:

EYE OPENER

Serial No.: 75-461152 Filed: 04/02/1998

WHOLESOME

Serial No.: 75-451666 Filed: 03/17/1998

REVLON KISS FOR THE CURE

Serial No.: 75-453048 Filed: 03/19/1998

BERRY ROMANTIC - WITH A TENDER KISS OF RASPBERRY

Serial No.: 75-416868 Filed: 01/12/1998

BIG KISSES

Serial No.: 75-416308 Filed: 01/09/1998

ENDLESS KISSES

Serial No.: 75-416303 Filed: 01/09/1998

LINE & MATTE

Serial No.: 75-432931 Filed: 02/12/1998

LINE AND MATTE

Serial No.: 75-432930 Filed: 02/12/1998

LOTS MORE KISSES

Serial No.: 75-416307 Filed: 01/09/1998

Continued on next page

Continuation of Question 4A:

LOT OF KISSES

Serial No.: 75-416305 Filed: 01/09/1998

MORE KISSES

Serial No.: 75-416306 Filed: 01/09/1998

SCENE QUEEN

Serial No.: 75-416876 Filed: 01/12/1998

SHOWER KISSES

Serial No.: 75-416872 Filed: 01/12/1998

SOOTHE OPERATOR

Serial No.: 75-416302 Filed: 01/09/1998

SUPPLEMENT
to
Company Security Agreements

SUPPLEMENT (this "Supplement"), dated as of July 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.

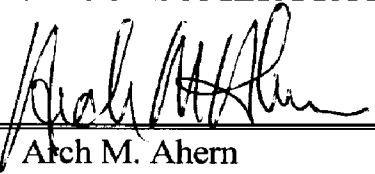
V. No Other Supplementing Information. Each of the General Security Agreement and the IP Security Agreement, as amended and supplemented by this Supplement, shall continue to be and shall be in full force and effect in accordance with its respective terms.

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

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