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FORM PT
1-31-92



RECORDATION FORM COVER SHEET
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CE
file

03-12-1999

U.S. Patent & TMO/TM Mail Rcpt Dt. #54

Patents and Trademarks. Please record the attached original documents or copy them into the PROCESS. Box Assignment, Washington, DC 20231

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RECEIVED

1999 MAR 12 P 12:31
U.S. PATENT & TRADEMARK OFFICE

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

Internal Address: _____
Street Address: 270 Park Avenue
City New York State NY ZIP 10017

3. Nature of conveyance:

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

Execution Date: January 28, 1999

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

4. Application number(s) or registration number(s):
A. Trademark Application No.(s): See attached sheets

B. Trademark registration No.(s) SHE, Reg. No. 2,185,153

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: 20

7. Total fee (37 CFR 3.41):.....\$ 515.00

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

(03/29/1999 JSHABAZZ 00000208 161150 2185153)
01 FO:481 40.00 CH
02 FO:482 475.00 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 March 12, 1998
Name of Person Signing Reg. No. Signature Date

Total number of pages comprising cover sheet: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignment
Washington, D.C. 20231

LOVE PAT

Serial No.: 75-507388 Filed: 06/23/1998 First Use: 12/31/1959

ONE WASH

Serial No.: 75-558807 Filed: 09/22/1998

COLOR BASICS LIPSTICK

Serial No.: 75-560340 Filed: 09/25/1998 First Use: 02/01/1995

EVERYLASH

Serial No.: 75-560338 Filed: 09/25/1998

COOL HUE

Serial No.: 75-540469 Filed: 08/21/1998

COLOR FLING

Serial No.: 75-540500 Filed: 08/21/1998

FREE FORM

Serial No.: 75-540501 Filed: 08/21/1998

STAY CLEAN

Serial No.: 75-536544 Filed: 08/13/1998

STREETWEAR

Serial No.: 75-562326 Filed: 09/30/1998

Continued on next page

COLORSTAY

Serial No.: 75-533014 Filed: 08/07/1998

REVLON COLORSTAY EVERYLASH COLOR & COMB

Serial No.: 75-533015 Filed: 08/07/1998

ALMAY STAY SMOOTH

Serial No.: 75-977586 Filed: 11/13/1997 Div. of Serial No.: 75-389294

TROUBLE SPOTTER

Serial No.: 75-521373 Filed: 07/20/1998

STAYCLEAN

Serial No.: 75-521371 Filed: 07/20/1998

COOL DO

Serial No.: 75-583552 Filed: 10/05/1998

BRONZE & BRASSY

Serial No.: 75-571356 Filed: 10/05/1998

RMEN & DESIGN

Serial No.: 75-751355 Filed: 10/15/1998

SHAPE 'N' BUFF

Serial No.: 75-580457 Filed: 10/29/1998

STREET WEAR

Serial No.: 75-585190 Filed: 11/06/1998

SUPPLEMENT
to
Company Security Agreements

SUPPLEMENT (this "Supplement"), dated as of January 28, 1999, 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.

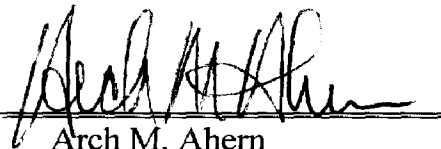
V. No Other Supplementing Information. Each of the General Security Agreement and the IP Security Agreement, as amended and supplemented by this Supplement, shall continue to be and shall be in full force and effect in accordance with its respective terms.

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

LOVE PAT

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SHE

Reg. No.: 2,185,153 Registered: 08/25/1998 Div. of Serial No.: 75- 129904
 Serial No.: 75-977260 Filed: 07/03/1996 First Use: 07/31/1997

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