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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

9-17-99



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To the Honorable Commissioner of Patents a
Box

ial documents or copy thereof.

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Correction to delete Reg. No. recorded at Reel 1433,
 Frames 0096-0011 (see attached brief)

Execution Date: January 31, 1996

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): 73/768,443

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.: 8412-003-999

6. Total number of applications and registrations involved: One

7. Total fee (37 CFR 3.41):.....\$ 40.00

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 Nancy H Lutz September 17, 1999
 Name of Person Signing Reg. No. Signature Date

Total number of pages comprising cover sheet: 11

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

09/21/1999 DNGUYEN 00000372 161150 73768443
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BRIEF:

Recordation to remove the recordation of the attached Supplement to Company Security Agreements ("Supplement"), made by Revlon Consumer Products Corporation ("Revlon") in favor of Chemical Bank, which was recorded in the United States Patent and Trademark Office on February 13, 1996, at Reel 1433, Frames 0096-0111. The Supplement should not be recorded against INTERACTIVES, Reg. No. 2,082,152, which is owned by Fermodyl Professionals, Inc. but was inadvertently listed on the schedule of the Supplement which was then erroneously recorded against Reg. No. 2,082,152. Revlon has no right, title, or interest in Reg. No. 2,082,152, and therefore should not have listed this registration number on its schedule. Please correct the records of the Assignment Division to remove the recordation of the Supplement against Reg. No. 2,082,152.

SUPPLEMENT
to
Company Security Agreements

SUPPLEMENT (this "Supplement"), dated as of January 31, 1996 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 **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:  _____

Title: Vice President _____

REVLON CONSUMER PRODUCTS CORPORATION
Trademark Registration and Applications

MOISTURE BINDING COMPLEX

Serial No.: 73-768443 Filed: 12/09/1988 ABANDONED

VELVET TOUCH

Serial No.: 74-046076 Filed: 04/05/1990 ABANDONED

COLORSILK

Serial No.: 74-459009 Filed: 11/17/1993 Published: 08/23/1994
ABANDONED

AJEE (Stylized)

Serial No.: 74-462393 Filed: 11/23/1993 Published: 07/26/1994
ABANDONED

COCONUT CARIBE <CARIBBEAN>

Serial No.: 74-528459 Filed: 05/23/1994 ABANDONED

FLEX TROPICS

Serial No.: 74-529486 Filed: 05/25/1994 ABANDONED

REVISSIMO

Serial No.: 74-541366 Filed: 06/23/1994 Publication: 02/17/95
ABANDONED

TEKNO PROFESSIONAL

Serial No. 74-645792 Filed: 03/13/1995 ABANDONED

FACETS

Serial No.: 74-664020 Filed: 04/21/1995 ABANDONED

FETISH

Serial No.: 74-664023 Filed: 04/21/1995 ABANDONED

MOSAIC

Serial No.: 74-664025 Filed: 04/21/1995 ABANDONED

PRESENCE

Serial No.: 74-664026 Filed: 04/21/1995 ABANDONED

BODY MIND & SOUL

Serial No.: 74-664028 Filed: 04/21/1995 ABANDONED

FIXIFYING

Serial No. 74-692265 Filed: 06/19/1995

LASTING

Serial No.: 700,069

Filed: 07/12/1995

FOAM DEFYNING SETT

Serial No.: 74-700450

Filed: 06/19/1995

CHARLIE

Serial No.: 74-701491

Filed: 02/06/1995

AMAZING I-LINER

Serial No.: 74-702346

Filed: 07/17/1995

AMAZING LASTING

Serial No.: 74-702347

Filed: 07/17/1995

SHINE DEFYNING DRESS

Serial No. 74-702662

Filed: 06/19/1995 -

REVLON LASTING

Serial No.: 74-703894

Filed: 07/21/1995

HERBA RICH

Serial No. 74-704691

Filed: 07/24/1995

REVLON INTIMATES

Serial No.: 74-708810 Filed: 07/31/1995

COLOR BASICS

Serial No.: 74-708963 Filed: 07/13/1995

MOON DROPS

Serial No.: 74-714556 Filed: 08/11/1995

CHERISH

Serial No.: 74-714558 Filed: 08/11/1995

SEVENTH HEAVEN

Serial No.: 74-714560 Filed: 08/11/1995

AIR BLUSH

Serial No.: 74/714863 Filed: 08/14/1995

~~INTERACTIVES~~

~~Serial No.: 74-714867 Filed: 08/14/1995~~

NHL

AROMAPHORIC PROTECTOR

Serial No.: 74-725124 Filed: 09/05/1995

INTRA-VYVING

Serial No.: 74-728253 Filed: 08/31/1995

INTRA-CLEAN

Serial No.: 74-728773 Filed: 09/13/1995

SHEER TINTS

Serial No.: 74-728920 Filed: 09/14/1995

WEAR & CARE

Serial No.: 74-728921 Filed: 09/14/1995

ANY AGE

Serial No.: 74-729979 Filed: 09/15/1995

INTRA-NEUT

Serial No.: 74-731817 Filed: 09/21/1995

FIRE & ICE

Reg. No.: 1,920,660 Registered: 09/19/1995
Serial No.: 74-802561 Filed: 11/24/1993

OIL-CHECK

Serial No.: 74-736649 Filed: 09/11/1995

ENVIROGLUV

Serial No.: 74-730022 Filed: 09/18/1995

INTRA-NOURISH

Serial No.: 75-003512 Filed:10/10/95

HAIR CARE THAT STIRS THE SENSES

Serial No.: 75-008854 Filed: 10/20/1995

BLUSHOMATIC

Serial No.: 75-008858 Filed: 10/20/1995

INTRA-QUATIC

Serial No.: 75-014946 Filed: 11/06/1995

INTRA POWER

Serial No.: 75-020186 Filed: 11/13/1995

INTRA-BALANCE

Serial No.: 75-020187 Filed: 11/13/1995

AROMAPHORIC OIL ESSENCE

Serial No.: 75-014944 Filed: 11/06/1995

2 PHASE AND Design

Serial No.: 014937

Filed: 11/06/1995

AROMAPHORIC

Serial No.: 75-017508

Filed: 11/09/1995

INTRA PRO

Serial No.: 75-018219

Filed: 11/13/1995

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