FORM PTO-1594 1-31-92



U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

# 101304101

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof. Box Assignment, Washington, DC 20231 1. Name of conveying party(ies): 2 - 1 - 002. Name and address of receiving party(ies): Name: The Chase Manhattan Bank (successor by merger to Chemical Bank) **Revlon Consumer Products Corporation** Internal Address: □Association □Individual(s) Street Address: 270 Park Avenue □General Partnership □Limited Partnership ⊠Corporation-State of Delaware City New York, State New York ZIP 10017 □Other Additional name(s) of conveying party(ies) attached? ☐ Yes ⋈ No □ Individual(s) citizenship □Association □General Partnership 3. Nature of conveyance: □Limited Partnership\_\_\_\_\_ □Corporation-State □Assignment □Merger □Security Agreement □Change of Name Supplement to Company Security Agreements If assignee is not domiciled in the United States, a domestic representative designation is attached: □ Yes □ No Execution Date: January 28, 2000 (Designation must be a separate document from Assignment) Additional name(s) & address(es) attached?  $\square$  Yes  $\square$  No 4. Application number(s) or registration number(s): B. Trademark registration No.(s) N/A A. Trademark Application No.(s) See attached sheet Additional numbers attached? 

✓ Yes 

✓ No 6. Total number of applications Name and address of party to whom correspondence and registrations involved: 46 concerning document should be mailed: PENNIE & EDMONDS LLP 7. Total fee (37 CFR 3.41):....\$\,\\_1,165.00 1667 K Street, N.W. Washington, D.C. 20006 Please charge to the deposit account listed in Section 8, as well as any other fees which may be due. Attn.: David C. Lee Deposit account number: File No.: 8412-003-999 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. March 1, 2000 David C. Lee Date Name of Person Signing Reg. No.

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

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Total number of pages comprising cover sheet:

# **Revion Consumer Products Corporation**

**NEW COMPLEXION** 

Serial No.: 75-607834

Filed: 12/18/1998

D-GUNK

Serial No.: 75-612290

Filed: 12/18/1998

**EVEN OUT** 

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MEMORY SET

Serial No.: 75-819067

Filed: 10/8/99

Continued on next page TRADEMARK REEL: 002041 FRAME: 0060 ONE COAT LIGHT & EASY

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MIX IT UP MAKEUP

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Serial No.: 75-764389 Filed: 7/28/99

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MOISTURESTAY

Serial No.: 75-751617 Filed: 7/16/99

MOISTURESTAY

Serial No.: 75-511565 Filed: 7/1/99

COLOREYES

Serial No.: 75-74794 Filed: 7/8/99

COLORSTAY LIPSHINE

Serial No.: 75-738592 Filed: 6/28/93

## Continuation of Question 4(A)

STREET LIGHTS

Serial No.: 75-729958 Filed: 6/16/99

MILK PLUS

Serial No.: 75-724714 Filed: 6/9/99

QUICK DRINK

Serial No.: 75-724715 Filed: 6/9/99

**HYDROSOLID** 

Serial No.: 75-724494 Filed: 6/9/99

HIDE AND HEAL

Serial No.: 75-724492 Filed: 6/9/99

DRY-ZONE RELIEF

Serial No.: 75-724493 Filed: 6/9/99

ANTI-CHAP LIPCOLOR

Serial No.: 75-724491 Filed: 6/9/99

FEEL LIKE A WOMAN

Serial No.: 75-838268 Filed: 06/11/1999

#### Continuation of Question 4(A)

FIRM IT

Serial No.: 75-721808 Filed: 06/04/1999

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RADIANCE RECHARGER

Serial No.: 75-719722 Filed: 06/02/1999

REVLON TRUE COLOR

Serial No.: 75-812877 Filed: 09/30/1999

REVLON EVERYLASH MASCARA

Serial No.: 75-798581 Filed: 09/13/1999

HAIRSCARA

Serial No.: 75-796834 Filed: 09/10/1999

COLOR STUDIO

Serial No.: 75-808535 Filed: 09/24/1999

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Serial No.: 75-834143 Filed: 10/27/1999

ALMAY STAY SMOOTH

Serial No.: 75-829759 Filed: 10/22/1999

FX EYE

Serial No.: 75-819070 Filed: 10/08/1999

# Continuation of Question 4(A)

CURL RECALL

Serial No.: 75-834495 Filed: 10/26/1999

REVLON

Serial No.: 75-841602 Filed: 11/04/1999

**REVLON** 

Serial No.: 75-841601 Filed: 11/04/1999

PINK ME UP

Serial No.: 75-847086 Filed: 11/11/1999

THE MOST UNFORGETTABLE WOMEN IN THE WORLD WEAR REVLON

Serial No.: 75-847087 Filed: 11/11/1999

#### **SUPPLEMENT**

to

# **Company Security Agreements**

SUPPLEMENT (this "Supplement"), dated as of January 28, 2000, 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. <u>Supplement to Schedules; Acknowledgement of Security Interest.</u> 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

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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. <u>Matters Relating to General Security Agreement</u>. 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. <u>Representations and Warranties</u>. 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. <u>Integration</u>. 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. <u>No Other Supplementing Information</u>. 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. <u>GOVERNING LAW</u>. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

VII. <u>Expenses</u>. 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

Arch M. Ahern

Assistant Secretary

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REEL: 002041 FRAME: 0066

## Schedule 1

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TRADEMARK **RECORDED: 03/01/2000** REEL: 002041 FRAME: 0071