

Revlon Consumer Products Corporation

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COOL DRY

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SHINE BLOCKER

Serial No.: 75-661117 Filed: 03/15/1999

SPOT CHECK

Serial No.: 75-645378 Filed: 02/22/1999

SO EFFECTIVE YOU COULD SKIP A DAY

Serial No. 75-648516 Filed: 02/25/1999

MEMORY SET

Serial No.: 75-819067 Filed: 10/8/99

Continuation of Question 4(A)

ONE COAT LIGHT & EASY

Serial No.: 75-819066 Filed: 10/8/99

MIX IT UP MAKEUP

Serial No.: 75-819069 Filed: 10/8/99

FXLIP

Serial No.: 75-819068 Filed: 10/8/99

CHERRY CRUSH

Serial No.: 75-784720 Filed: 08/24/99

COLOR LOCK

Serial No.: 75-778158 Filed: 8/17/99

SUNSPARKS

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

REVLON MOISTURESTAY

Serial No.: 75-751618 Filed: 7/16/99

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

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TRADEMARK

REEL: 002041 FRAME: 0061

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

QUICK DRINK

Serial No.: 75-724715 Filed: 06/09/1999

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

HYDRA COLOR

Serial No.: 75-808534 Filed: 09/24/1999

PERHAPS THE TOUGHEST TOOLS IN THE HOUSE

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

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. 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

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