

11-13-2000



9-21-00

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To the Honorable Commissioner of F

Box Assignment, Washington, DC 20231

d original documents or copy thereof.

<p>1. Name of conveying party(ies): Revlon Consumer Products Corporation</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State of Delaware  <input type="checkbox"/> Other _____  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>The Chase Manhattan Bank (successor by merger to Chemical Bank)</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>270 Park Avenue</u></p> <p>City <u>New York</u> State <u>NY</u> ZIP <u>10017</u></p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment                              <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement                      <input type="checkbox"/> Change of Name  <input checked="" type="checkbox"/> Other <u>Supplement to Company Security Agreements</u></p> <p>Execution Date: <u>July 31, 2000</u></p>	<p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input type="checkbox"/> Corporation-State _____  <input checked="" type="checkbox"/> Other <u>New York Banking Corporation</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No  (Designation must be a separate document from Assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) <u>See attached sheets</u></p>	<p style="text-align: center; font-size: 2em;">76028064</p> <p>B. Trademark registration No.(s) <u>None</u></p> <p>Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>PENNIE &amp; EDMONDS LLP  1667 K Street, N.W.  Washington, D.C. 20006</p> <p>Attn.: <u>David C. Lee</u></p> <p>File No.: <u>8412-003-999</u></p>	<p>6. Total number of applications and registrations involved: <u>27</u></p> <p>7. Total fee (37 CFR 3.41):.....\$ <u>690.00</u></p> <p>Please charge to the deposit account listed in Section 8, as well as any other fees which may be due.</p> <p>8. Deposit account number: <u>16-1150</u></p>
<b>DO NOT USE THIS SPACE</b>	
<p>9. Statement and signature.</p> <p><i>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.</i></p> <p><u>David C. Lee</u>                      <u>David C. Lee</u>                      <u>September 21, 2000</u>  Name of Person Signing      Reg. No.                      Signature                      Date</p> <p style="text-align: right;">Total number of pages comprising cover sheet: <span style="border: 1px solid black; padding: 2px;">9</span></p>	

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

11/13/2000 MTHAI1 00000101 161150 76028064

01 FC:481 40.00 CH  
02 FC:482 650.00 CH

**REVLON CONSUMER PRODUCTS CORPORATION**  
**Trademark Registrations and Applications**

GET QUIET

Serial No.: 76-028064                      Filed: 04/14/2000

SHADE STATION

Serial No.: 75-904758                      Filed: 01/28/2000

MIX IT UP MAKEUP

Serial No.: 75-819069                      Filed: 10/08/1999

REVLON SKIN LIGHTS

Serial No.: 75-928206                      Filed: 02/25/2000

REVLON STUDIO

Serial No.: 75-941275                      Filed: 03/10/2000

SKIN LIGHTS

Serial No.: 75-928207                      Filed: 02/25/2000

AGE DEFYING SMOOTHER

Serial No.: 76-045268                      Filed: 05/10/00

ALMAY MILK PLUS

Serial No.: 76-074179                      Filed: 06/20/00

CITY EDGE

Serial No.: 76-071164                      Filed: 06/15/00

FAB FELINE

Serial No.: 76-073011                      Filed: 06/19/00

Continued on next page.

LASHFULL

Serial No.: 76-068027 Filed: 06/08/00

LIP TO GO

Serial No.: 76-077696 Filed: 06/26/00

MOISTURE BALANCE

Serial No.: 76-071160 Filed: 06/15/00

MOISTURESTAY

Serial No.: 76-053410 Filed: 05/19/00

REVLON ABSOLUTES

Serial No.: 76-042489 Filed: 05/05/00

REVLON EXTRAS

Serial No.: 76-078175 Filed: 06/26/00

STYLE TO GO

Serial No.: 76-038048 Filed: 05/01/00

SUPERCOLOR

Serial No.: 76-077825 Filed: 06/26/00

SUPERGENTLE

Serial No.: 76-077828 Filed: 06/26/00

SUPERGLOSS

Serial No.: 76-068026 Filed: 06/12/00

SUPERGROW

Serial No.: 76-077695 Filed: 06/26/00

SUPERSHIELD

Serial No.: 76-071163 Filed: 06/15/00

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**TRADEMARK**  
**REEL: 002172 FRAME: 0193**

SUPERSMOOTH

Serial No.: 76-077826                      Filed: 06/26/00

SUPERSTICK

Serial No.: 76-053409                      Filed: 05/19/00

SUPERWEAR

Serial No.: 76-051948                      Filed: 05/18/00

THE SOCIALITE

Serial No.: 76-068029                      Filed: 06/12/00

UNDER WRAPS

Application No.: 76-068028                      Filed: 06/12/00

**SUPPLEMENT**  
**to**  
**Company Security Agreements**

SUPPLEMENT (this "Supplement"), dated as of July 31, 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.

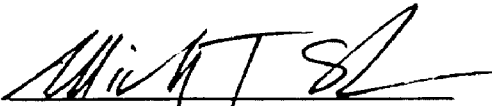
V. No Other Supplementing Information. Each of the General Security Agreement and the IP Security Agreement, as amended and supplemented by this Supplement, shall continue to be and shall be in full force and effect in accordance with its respective terms.

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:   
Michael T. Sheehan  
Assistant Secretary

SCHEDULE 1

REVLON CONSUMER PRODUCTS CORPORATION  
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