



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

04-27-2001



101692491

To the Honorable Commissioner of Patents and Trademarks. Please record the attach.
Box Assignment, Washington, DC 20231

1. Name of conveying party(ies): <u>Revlon Consumer Products Corporation</u> <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		2. Name and address of receiving party(ies): Name: <u>The Chase Manhattan Bank (successor by merger to Chemical Bank)</u> Internal Address: _____ Street Address: <u>270 Park Avenue</u> City <u>New York</u> State <u>NY</u> ZIP <u>10017</u> <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> 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) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <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> Execution Date: <u>January 29, 2001</u>		4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>See attached sheets</u> B. Trademark registration No.(s) <u>2,373,886</u> Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: <u>PENNIE & EDMONDS LLP</u> <u>1667 K Street, N.W.</u> <u>Washington, D.C. 20006</u> Attn.: <u>David C. Lee</u> File No.: <u>8412-003-999</u>		6. Total number of applications and registrations involved: <u>34</u> 7. Total fee (37 CFR 3.41):\$ <u>865.00</u> Please charge to the deposit account listed in Section 8, as well as any other fees which may be due. 8. Deposit account number: <u>16-1150</u>	
DO NOT USE THIS SPACE			
9. Statement and signature. <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> <u>David C. Lee</u> <u>March 29, 2001</u> Name of Person Signing Reg. No. Signature Date Total number of pages comprising cover sheet: <u>10</u>			

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

SCHEDULE 1

REVLON CONSUMER PRODUCTS CORPORATION
Trademark Registrations and Applications

REVLON EVERYLASH MASCARA

Reg. No.: 2373886

Registered: 08/11/2000

Filed: 09/13/1999

A BETTER TOOL... A MORE BEAUTIFUL YOU

Application No.: 76/111772

Filed: 08/17/2000

ABSOLUTELY FABULOUS

Application No.: 76/126669

Filed: 09/12/2000

BEYOND POWDER

Application No.: 76/155607

Filed: 10/27/2000

DAILY DOSE FLUORIDE

Application No.: 76/116112

Filed: 08/24/2000

DOUBLE BOND

Application No.: 76/116109

Filed: 08/24/2000

FASHIONISTA

Application No.: 76/170425

Filed: 11/22/2000

FROSTED FEEL

Application No.: 76/105979

Filed: 08/8/2000

FX LIQUID SHIMMER

Application No.: 76/147723

Filed: 10/16/2000

FX SWIRL EYES

Application No.: 76/147720

Filed: 10/16/2000

Continued on next page...

GIRL MAGIC

Application No.: 76/147722 Filed: 10/16/2000

GROW HEALTHY

Application No.: 76/116110 Filed: 08/24/2000

HIGH DIMENSION

Application No.: 76/145748 Filed: 10/12/2000

MASSAGE & GROW

Application No.: 76/116111 Filed: 08/24/2000

NATURALIST EYE DEFINING PENCIL

Application No.: 76/105977 Filed: 08/8/2000

PURE DAZZLE

Application No.: 76/155606 Filed: 10/27/2000

RAPID SHINE

Application No.: 76/121603 Filed: 08/31/2000

REVLON WET/DRY

Application No.: 76/147724 Filed: 10/16/2000

SLEEK CHEEKS

Application No.: 76/145747 Filed: 10/12/2000

SO EFFECTIVE YOU COULD SKIP A DAY

Application No.: 76/138596 Filed: 09/29/2000

SO FABULOUS

Application No.: 76/125668 Filed: 09/11/2000

STREET WEAR

Application No.: 76/136675 Filed: 09/27/2000

STREET WEAR SWIRL

Application No.: 76/147721 Filed: 10/16/2000

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TRADEMARK

REEL: 002281 FRAME: 0262

SUPER TOP SPEED

Application No.: 76/116108 **Filed:** 08/24/2000

UNFORGETTABLE

Application No.: 76/116412 **Filed:** 08/24/2000

VITAMIN C ABSOLUTES

Application No.: 76/138595 **Filed:** 09/29/2000

WAKEUP CALL

Application No.: 76/111773 **Filed:** 08/17/2000

WELL-CONDITIONED

Application No.: 76/121602 **Filed:** 08/31/2000

WELL-GROOMED

Application No.: 76/121604 **Filed:** 08/31/2000

MOISTURESTAY

Application No.: 76/088804 **Filed:** 07/13/2000

**NEW COMPLEXION
WET/DRY SLIP ON FOUNDATION**

Application No.: 76/092229 **Filed:** 07/19/2000

SKIN LIGHTS

Application No.: 76/087497 **Filed:** 07/13/2000

SUPERSTICK

Application No.: 76/088803 **Filed:** 07/13/2000

SUPPLEMENT
to
Company Security Agreements

SUPPLEMENT (this "Supplement"), dated as of January 29, 2001, 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").

W I T N E S S E T H

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: 

John N. O'Shea
Assistant Secretary

REVLON CONSUMER PRODUCTS CORPORATION
Trademark Registrations and Applications

ALMAY STAY SMOOTH

Reg. No.: 2393472

Registered: 10/10/2000
 Filed: 10/22/1999

CHERISH

Reg. No.: 2410909

Registered: 12/5/2000
 Filed: 08/11/1995

COLOR BASICS LIPSTICK

Reg. No.: 2394728

Registered: 10/17/2000
 Filed: 09/25/1998

EVERYLASH

Reg. No.: 2412922

Registered: 12/12/2000
 Filed: 09/25/1998

HAIRSCARA

Reg. No.: 2375218

Registered: 08/08/2000
 Filed: 09/10/1999

REVLON EVERYLASH MASCARA

Reg. No.: 2373886

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