

09-26-2001

9-13-01



To the Honorable Commissioner c

101855456  
Box Assignment, Washington, DC 20231

ched original documents or copy thereof.

1. Name of conveying party(ies):  
 Revlon Consumer Products Corporation **9-13-01**

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: The Chase Manhattan Bank (successor by merger to Chemical Bank)

Internal Address: \_\_\_\_\_  
 Street Address: 270 Park Avenue  
 City New York State NY ZIP 10017

3. Nature of conveyance:

Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other Supplement to Company Security Agreements

Execution Date: July 31, 2001

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) See attached sheets

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.: David C. Lee

File No.: 8412-003-999

6. Total number of applications and registrations involved: 23

7. Total fee (37 CFR 3.41):.....\$ 590.00

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

RECEIVED  
 2001 SEP 13 PM 4:17  
 ASSIGNMENT DIVISION

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.*

David C. Lee                      David C. Lee                      September 13, 2001  
 Name of Person Signing    Reg. No.                      Signature                      Date

Total number of pages comprising cover sheet: 9

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

09/26/2001 6TON11 00000005 161150 78054589

01 FC:481 40.00 CH  
 02 FC:482 550.00 CH

AGE INTERCEPTING COMPLEX

Application No.: 78/054589 Filed: 3/22/01

ALMAY KINETIN with Clock Design

Application No.: 78/047561 Filed: 2/09/01

ALMAY KINETIN CHEAT TIME with Clock Design

Application No.: 78/047532 Filed: 2/09/01

ALMAY KINETIN SKINCARE with Leaf Design

Application No.: 78/047563 Filed: 2/09/01

ALMAY PURE TINTS

Application No.: 78/066531 Filed: 5/31/01

BOTANICAL PLUS

Application No.: 78/047934 Filed: 2/12/01

BRAVO

Application No.: 78/055158 Filed: 3/27/01

BROWMAKER

Application No.: 78/051858 Filed: 3/7/01

CAPTURE THE LIGHT CAPTURE THE GLOW

Application No.: 76/261827 Filed: 5/23/01

continued on next page...

continued on next page...

CHEAT TIME

Application No.: 78/047536      Filed: 2/09/01

5 DAYS TO GROW

Application No.: 78/052064      Filed: 3/08/01

FOUND IN NATURE. PROVEN BY SCIENCE

Application No.: 78/047564      Filed: 2/09/01

HIGH DIMENSION

Application No.: 78/042204      Filed: 1/08/01

ILLUMINANCE

Application No.: 78/048073      Filed: 2/13/01

PRO HYDROXY

Application No.: 78/061791      Filed: 5/3/01

PURE TINTS

Application No.: 78/067233      Filed: 6/4/01

RE FUTURE

Application No.: 78/052546      Filed: 3/12/01

REVEAL

Application No.: 78/054592      Filed: 3/22/0

REVLON

Application No. 76/246776      Filed: 4/24/01

continued on next page...

Continuation of Question No. 4.

SO DREAMY

Application No.: 78/058995      Filed: 4/18/01

THERMATHERAPY

Application No.: 78/048649      Filed: 2/15/01

WAKE-UP CALL

Application No.: 78/055768      Filed: 3/29/01

YOUR PURE SOURCE FOR BEAUTIFUL

Application No.: 78/070885      Filed: 6/25/01

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

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

**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.

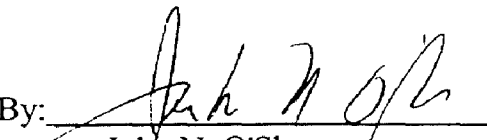
V. No Other Supplementing Information. Each of the General Security Agreement and the IP Security Agreement, as amended and supplemented by this Supplement, shall continue to be and shall be in full force and effect in accordance with its respective terms.

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:   
John N. O'Shea  
Assistant Secretary

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

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STREETWEAR

Reg. No. 2418104 Date Reg.: 1/02/01  
Filed: 9/30.98

A KINDER LINE

Application No.: 74/462929 Filed: 11/24/93  
Reg. No. 1894524 Date Reg.: 5/16/95  
Renewal Date: 5/16/05  
Abandoned: 5/16/01