

11-28-2001



101902297

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.
Box Assignment, Washington, DC 20231

| | |
|---|---|
| <p>1. Name of conveying party(ies): CHARLES REVSON INC. <u>11-23-01</u></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 (New York) <input type="checkbox"/> Other _____</p> <p>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>JPMORGAN CHASE BANK (successor by merger to THE CHASE MANHATTAN 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><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) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</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 Subsidiary Security Agreement</u></p> <p>Execution Date: <u>November 21, 2001</u></p> | |
| <p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) <u>See attached sheet</u></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 & EDMONDS LLP 1667 K Street, N.W. Washington, D.C. 20006</p> <p>Attn.: <u>David C. Lee, Esq.</u></p> <p>File No.: <u>8412-003-999</u></p> | <p>6. Total number of applications and registrations involved: <u>7</u></p> <p>7. Total fee (37 CFR 3.41):.....\$ <u>190.00</u></p> <p>Please charge to the deposit account listed in Section 8 plus any other fees which may be due.</p> <p>8. Deposit account number: <u>16-1150</u></p> |

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, Esq.

Name of Person Signing

Reg. No.

David C. Lee

Signature

Nov. 23, 2001

Date

11/27/2001 LNUJELLER 00000076 161150

78088774

Total number of pages comprising cover sheet: 5

01 FC:401
02 FC:402

40.00 CH
150.00 CH

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

TRADEMARK
REEL: 002399 FRAME: 0978

Charles Revson Inc.
Trademark Registrations and Applications

SWIRLSATIONAL

Serial No.: 78-088774 Filed: 10/17/01

RE-FLEKTIVE

Serial No.: 78-088764 Filed: 10/17/01

GOTTA BLUSH

Serial No.: 78-088752 Filed: 10/17/01

PEEPERS

Serial No.: 78-086398 Filed: 10/1/01

SHADY

Serial No.: 78-086394 Filed: 10/1/01

ULTIMATE EDITION

Serial No.: 78-074942 Filed: 7/20/01

GLOWTION

Serial No.: 76-206350 Filed: 2/7/01

**SUPPLEMENT
TO
SUBSIDIARY SECURITY AGREEMENTS**

SUPPLEMENT (this "Supplement"), dated as of November 21, 2001, the Subsidiary 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 **CHARLES REVSON INC.** (the "Grantor") in favor of JPMORGAN CHASE BANK (successor by merger to The Chase Manhattan 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 Subsidiary 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 1316, Frames 344-362:

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.

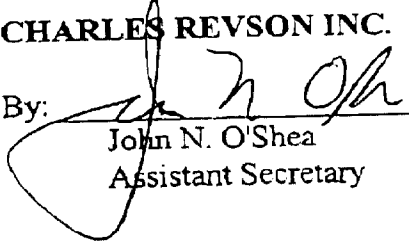
V. No Other Supplementing Information. Each of the General Security Agreement and the IP Security Agreement, as amended and supplemented by this Supplement, shall continue to be and shall be in full force and effect in accordance with its respective terms.

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.

CHARLES REVSON INC.

By: 
John N. O'Shea
Assistant Secretary