



11-28-2001



101902296

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

1. Name of conveying party(ies):
REVLON CONSUMER PRODUCTS CORPORATION
11-23-01

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State (Delaware)
 Other _____
Additional name(s) of conveying party(ies) attached? Yes
 No

2. Name and address of receiving party(ies):
Name: JPMORGAN CHASE BANK (successor by merger to THE CHASE MANHATTAN BANK)
Internal Address: _____
Street Address: 270 Park Avenue
City New York State NY ZIP 10017

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Supplement to Company Security Agreement

Execution Date: November 21, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) See attached sheets

B. Trademark registration No.(s) See attached sheets

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, Esq.
File No.: 8412-003-999

6. Total number of applications and registrations involved: 37

7. Total fee (37 CFR 3.41):.....\$ 940.00
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

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. David C. Lee Nov. 23, 2001
Name of Person Signing Signature Date

Reg. No. 78079258

Total number of pages comprising cover sheet: 11

11/27/2001 LNUJELLER 00000077 161150 78079258

01 FC:481 40.00 CH
02 FC:482 900.00 CH

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

REVLON CONSUMER PRODUCTS CORPORATION
TRADEMARK APPLICATIONS

IT'S FABULOUS BEING A WOMAN

Serial No.: 78-079258 Filed: 08/15/01

LASH MEMORY

Serial No.: 78-078944 Filed: 08/13/01

LIPGLIDE

Serial No.: 78-072220 Filed: 07/03/01

THE PURE SOURCE FOR BEAUTIFUL

Serial No.: 78-071912 Filed: 7/2/01

FX EYES

Serial No.: 76-294834 Filed: 08/03/01

FX LIP

Serial No.: 76-294835 Filed: 08/03/01

SUPERWEAR

Serial No.: 76-209674 Filed: 2/13/01

MAKE BEAUTY HAPPEN

Serial No.: 76-105980 Filed: 08/08/00

BEAUTY SHAPERS

Serial No.: 76-105978 Filed: 08/08/00

POWER TO GO

Serial No.: 76-034386 Filed: 04/25/00

OVERTIME SHADOW

Serial No.: 75-940908 Filed: 03/10/00

Continued ...

NOBODY DOES COLOR LIKE REVLON

Serial No.: 75-914984

Filed: 01/25/00

LIQUID LIPS

Serial No.: 75-726138

Filed: 06/07/99

ALMAY

Serial No.: 78-088155

Filed: 10/12/01

ALMAY RETREAT

Serial No.: 78-081635

Filed: 8/29/01

MINI VACATION

Serial No.: 78-081651

Filed: 08/29/01

SKINLIGHTS COLOR LIGHTING

Serial No.: 78-081672

Filed: 08/29/01

SKINLIGHTS DIFFUSING TINTS

Serial No.: 78-081661

Filed: 08/29/01

SKINLIGHTS GLOSSLIGHTS

Serial No.: 78-081701

Filed: 08/29/01

SKINLIGHTS ILLUSION WAND

Serial No.: 78-081684

Filed: 08/29/01

REVLON CONSUMER PRODUCTS CORPORATION
TRADEMARK REGISTRATIONS

WONDERWEAR

Reg. No. 2,081,654
Serial No.: 75-161543

Registered: 07/22/1997
Filed: 09/06/1996

First Use: 06/07/1995
Published: 04/29/1997

LIP DEFENSE

Reg. No.: 1,847,537
Serial No.: 74-411019

Registered: 08/02/1994
Filed: 07/12/1993

Published: 05/10/1994

FROST&GLOW

Reg. No.: 1,749,747
Serial No.: 74/264772

Registered: 2/2/93
Filed: 4/13/92

STRONG WEAR

Reg. No.: 1,750,700
Serial No.: 74/220593

Registered: 2/2/93
Filed: 11/12/91

MITCHUM

Reg. No.: 1,427,105
Serial No.: 73-599006

Registered: 2/3/87
Filed: 5/15/86

CHARLIE (FANCIFUL DESIGN) CARTON

Reg. No. 1,397,302
Serial No. 73-557948

Registered: 06/17/86
Filed: 09/12/85

CHARLIE (FANCIFUL)

Reg. No.: 1,389,634
Serial No.: 73/557939

Registered: 4/15/86
Filed: 9/12/85

Continued ...

MIDNIGHT MARBLE

Reg. No.: 2,461,855
Serial No.: 76/090779

Registered: 6/19/01
Filed: 7/18/00

SKINLIGHTS

Reg. No.: 2,503,122
Serial No.: 75/981000

Registered: 10/30/01
Filed: 2/25/00

REVLON SKINLIGHTS

Reg. No.: 2,503,121
Serial No.: 75/980999

Registered: 10/30/01
Filed: 2/25/00

COLORSTAY NATURALS

Reg. No.: 2,454,187
Serial No.: 75/980039

Registered: 5/22/01
Filed: 6/23/98

STREETWEAR

Reg. No.: 2,267,443
Serial No.: 75-978023

Registered: 08/03/199
Filed: 09/30/1998

Published: 05/11/1999
First Use: 05/08/1998

REVLON MOISTURESTAY

Reg. No. 2,188,597
Serial No.: 75-977554

Registered: 09/08/1998
Filed: 02/25/1997

First Use: 12/23/1997
Published: 01/27/1998

CHARLIE SUNSHINE

Reg. No.: 2,168,661
Serial No.: 75-977295

Registered: 06/23/1998
Filed: 10/15/1996

First Use: 12/28/1996
Published: 05/27/1997

STREET WEAR (STYLIZED)

Reg. No.: 2,143,619
Serial No.: 75-976822

Registered: 03/10/1998
Filed: 05/31/1996

First Use: 06/05/1996
Div. of SN 75-112495

10 BEAUTIFUL HOURS OF FRAGRANCE IN EVERY DROP

Reg. No. 2,074,568
Serial No. 75-975889

Registered: 06/24/97
Filed: 04/26/95

CLEAN NATE ... CLEAN NEVER FELT SO FRESH

Reg. No. 2039534
Serial No. 75-975620

Registered: 02/18/1997
Filed: 05/26/1995

Div of Scr. No. 74-680824

SUPPLEMENT
to
Company Security Agreements

SUPPLEMENT (this "Supplement"), dated as of November 21, 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 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 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.

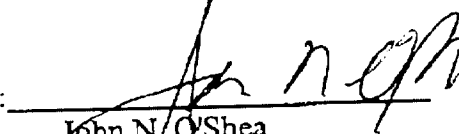
V. No Other Supplementing Information. Each of the General Security Agreement and the IP Security Agreement, as amended and supplemented by this Supplement, shall continue to be and shall be in full force and effect in accordance with its respective terms.

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.

REVLOL CONSUMER PRODUCTS CORPORATION

By: 
John N. O'Shea
Assistant Secretary

SCHEDULE 1

REVLON CONSUMER PRODUCTS CORPORATION
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