

PTO-1594

1-31-92

05-02-2003



U.S. DEPARTMENT OF COMMERCE

HEET

Patent and Trademark Office

NY

5-2-03

102437406

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

1. Name of conveying party(ies):
 REVLON CONSUMER PRODUCTS CORPORATION

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: JPMORGAN CHASE BANK (successor by merger to each of The Chase Manhattan and Chemical Bank)

Internal Address

Street Address: 270 Park Avenue

City New York State NY ZIP 10017

3. Nature of conveyance:

Assignment Merger
 Other Supplement to Company Trademark Security Agreement

Execution Date: April 11, 2003

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other A 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 Schedule 1
 Additional numbers attached? Yes No

B. Trademark registration No.(s) None
78230930

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: 7

7. Total fee (37 CFR 3.41) \$ 190.00
 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 David C. Lee May 2, 2003
 Name of Person Signing Reg. No. Signature Date

Total number of pages comprising cover sheet: 6

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

05/05/2003 6TOM11 00000029 161150 78230930
01 RC:0521 40.00 CH
10522 150.00 CH

DCI: 348472.1

TRADEMARK
REEL: 002722 FRAME: 0833

SCHEDULE 1

MARK

SERIAL NUMBER

ALMAY WHIPPED GLOSS	78/230,930
ALWAYS TRUE	78/218,599
BALANCED STATE	78/196,853
FIRE & ICE	78/228,393
UNIVERSAL POINTS	78/227,928
BEYOND POWDER	75/983,001 (Reg. No. 2,700,821)
DEFINING DUO	78/111,965 (Reg. No. 2,659,718)

SUPPLEMENT
to
Company Security Agreements

SUPPLEMENT (this "Supplement"), dated as of April 11, 2003, to 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 and 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

January 1, 2003 through March 31, 2003

ALMAY WHIPPED GLOSS

Application No.: 78/230930 Filed: 03/27/03

ALWAYS TRUE

Application No.: 78/218599 Filed: 02/25/03

BALANCED STATE

Application No.: 78/196853 Filed: 12/20/02

FIRE & ICE

Application No.: 78/228393 Filed: 03/21/03

UNIVERSAL POINTS

Application No.: 78/227928 Filed: 03/20/03

already marked
ALMAY

Application No.: 78/088155 Filed: 10/12/01
Registration No.: 2,675,119 Registered: 01/14/03

BEYOND POWDER

Application No.: 75/983001 Filed: 10/27/00
Registration No.: 2,700,821 Registered: 03/25/03

already marked
DAILY DOSE FLUORIDE

Application No.: 76/116112 Filed: 08/24/00
Registration No.: 2,636,619 Registered: 10/15/02

DEFINING DUO

Application No.: 78/111965 Filed: 03/01/02
Registration No.: 2,659,718 Registered: 12/10/02

*already
registered*

DOUBLE BOND

Application No.: 76/116109 Filed: 08/23/00
Registration No.: 2,636,618 Registered: 10/15/02

*already
registered*

FX LIP STIX

Application No.: 76/294835 Filed: 08/03/01
Registration No.: 2,671,454 Registered: 01/07/03

*already
registered*

MOISTURE BALANCE

Application No.: 76/071160 Filed: 06/15/00
Registration No.: 2,623,058 Registered: 09/24/02

*already
registered*

NATURALIST EYE DEFINING PENCIL

Application No.: 76/105977 Filed: 08/08/00
Registration No.: 2,636,590 Registered: 10/15/02

*already
registered*

QUICK THICK

Application No.: 78/112048 Filed: 03/01/02
Registration No.: 2,645,954 Registered: 11/05/02

*already
registered*

SLEEK CHEEKS

Application No.: 76/145747 Filed: 10/12/00
Registration No.: 2,646,768 Registered: 11/05/02