

07-25-2003

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

102507962

To the Director of the United States Patent and Trademark Office. Please record the attached original documents or copy thereof. P.O. Box 1450 Alexandria, VA 22313-1450

1. Name of conveying party(ies):
REVLON CONSUMER PRODUCTS CORPORATION
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[X] Corporation-State of Delaware
[] Other
Additional name(s) of conveying party(ies) attached?
[] Yes [X] 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 270 Park Avenue
Street Address
City New York State NY ZIP 10017
[] Individual(s) citizenship
[] Association
[] General Partnership
[] Limited Partnership
[] Corporation-State
[X] 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 [X] No

3. Nature of conveyance:
[] Assignment [] Merger
[] Security Agreement [] Change of Name
[X] Other Supplement to Company Trademark Security Agreement
Execution Date: July 18, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) See attached Schedule I
B. Trademark registration No.(s) 2,662,778
Additional numbers attached? [X] 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
07/28/2003 6TON11 00000070 161150 2662778
01 FC:0521 40.00 DA
02 FC:0522 125.00 DA
Attn: David C. Lee
File No.: 8412-003-999

6. Total number of applications and registrations involved: 6
7. Total fee (37 CFR 3.41).....\$ 165.00
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 Name of Person Signing Reg. No. Signature Date July 25, 2003

Total number of pages comprising cover sheet: 6

Schedule I

Answer to Question 4A

Application No.:	78/236566	Mark:	MAXIMUM MOISTURE MINIMUM WEIGHT
Application No.:	78/243238	Mark:	REVLON
Application No.:	78/244568	Mark:	RED ROCKS
Application No.:	78/258198	Mark:	PURE RADIANCE
Application No.:	78/261670	Mark:	SUPER LUSTROUS ULTRA SHIMMER

**SUPPLEMENT
to
Company Security Agreements**

SUPPLEMENT (this "Supplement"), dated as of July 18, 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").

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 I 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.

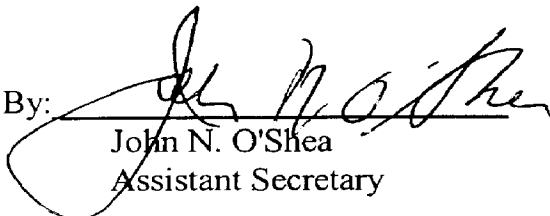
V. No Other Supplementing Information. Each of the General Security Agreement and the IP Security Agreement, as amended and supplemented by this Supplement, shall continue to be and shall be in full force and effect in accordance with its respective terms.

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

April 1, 2003 through June 30, 2003

MAXIMUM MOISTURE. MINIMUM WEIGHT.

Application No.: 78/236566 Filed: 04/11/2003

REVLON

Application No.: 78/243238 Filed: 04/29/2003

RED ROCKS

Application No.: 78244568 Filed: 05/01/2003

PURE RADIANCE

Application No.: 78/258198 Filed: 06/04/2003

SUPER LUSTROUS ULTRA SHIMMER

Application No.: 78/261670 Filed: 06/12/2003

REVLON

Application No.: 76/354872 Filed: 01/03/2002

Registration No.: 2,662,778 Registered: 12/17/2002

✓ WELL-GROOMED

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

Registration No.: 2,724,995 Registered: 06/10/2003

SKIN LIGHTS

✓ Application No.: 76/087497 Filed: 07/13/2000
Registration No.: 2,727,618 Registered: 06/17/2003

ALWAYS-ON

✓ Application No.: 78/108819 Filed: 02/14/2002
Registration No.: 2,730,813 Registered: 06/24/2003

✓ BRIGHT EYES

Application No.: 78/103455 Filed: 01/18/2002
Registration No.: 2,730,795 Registered: 06/24/2003