


Docket No: NYC-JPMOR-ERB021104-1-LYN

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Commissioner for Trademarks: Please record the attached copies of an original document.	
<p>1. Name of conveying party(ies):</p> <p>REVLON CONSUMER PRODUCTS CORPORATION</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 <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p style="text-align: right;">Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>JPMORGAN CHASE BANK (successor by merger to The Chase Manhattan and Chemical Bank) 270 Park Avenue, New York, New York 10017</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>A New York Banking Corporation</u></p> <p>If the assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p style="text-align: right;">Additional names/addresses 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: Supplement to Company Trademark Security Agreement</p> <p>Execution Date: January 13, 2004</p>	<p>4. Application number(s) or trademark number(s):</p> <p>A. Trademark Application No(s): SEE ATTACHED SCHEDULE 1</p> <p>B. Trademark No(s):</p> <p style="text-align: right;">Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name/address of party to whom correspondence concerning document should be mailed:</p> <p>CATHERINE H. STOCKELL Fish & Richardson P.C. 45 Rockefeller Plaza, Suite 2800 New York, New York 10111</p>	<p>6. Total number of applications and registrations involved: 14</p> <p>7. Total fee (37 CFR §3.41): \$365.00 Enclosed <input checked="" type="checkbox"/> Authorized to charge Deposit Account.</p> <p>8. Deposit Account No.: 06-1050 Please apply any additionally charges, or any credits, to our Deposit Account No. 06-1050.</p>
DO NOT USE THIS SPACE	
<p>9. Statement and Signature: <i>To the best of my knowledge and belief, the foregoing information is true and correct and the attached is a true copy of the original document.</i></p>	
<p>Edmond R. Bannon Name of Person Signing</p>	<p> Signature</p>
<p style="text-align: right;">April 8, 2004 Date</p>	
Total number of pages including cover sheet, attachments, and document: 7	

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CERTIFICATE OF TRANSMISSION BY FACSIMILE

I hereby certify that this correspondence is being transmitted by facsimile to the Patent and Trademark Office on the date indicated below.

700077413 April 8, 2004
Date of Transmission


Signature

TRADEMARK

REEL: **002829** FRAME: **0281**
Transmitted Name of Document Containing Trademark

CONTINUATION OF ITEM 4**REVLON CONSUMER PRODUCTS CORPORATION**
Trademark Registrations and Applications**October 1, 2003 through December 31, 2003**

FANTASY LENGTHS

Application No.: 78/307849 Filed: 10/01/2003

REVLON ULTIMATE TWEEZER

Application No.: 78/313370 Filed: 10/14/2003

REVLON

Application No.: 78/315714 Filed: 10/20/2003

REVLON

Application No.: 78/315790 Filed: 10/20/2003

REVLON

Application No.: 78/315834 Filed: 10/20/2003

REVLON

Application No.: 78/315757 Filed: 10/20/2003

REVLON

Application No.: 78/315746 Filed: 10/20/2003

REVLON

Application No.: 78/315730 Filed: 10/20/2003

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Application No.: 78/317589 Filed: 10/23/2003

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Application No.: 78/317606 Filed: 10/23/2003

REVLON

Application No.: 78/317612 Filed: 10/23/2003

BROW FANTASY

Application No.: 78/317665 Filed: 10/23/2003

SPEED BUFF

Application No.: 78/336832 Filed: 12/05/2003

SHIMMER PEARLS

Application No.: 78/339321 Filed: 12/11/2003

SUPPLEMENT
to
Company Security Agreements

SUPPLEMENT (this "Supplement"), dated as of January 13, 2004, 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

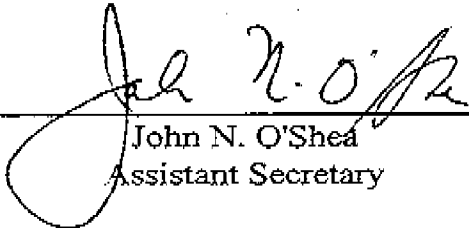
Agreement, the Grantor hereby acknowledges that it is granting to the Administrative Agent a continuing Lien on and security interest in the Trademarks listed on Schedule 1 of this Supplement.

- 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

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