

Docket No: 17596-002001

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Commissioner for Trademarks: Please record the attached copies of an original document.

1. Name of conveying party(ies):
CHARLES REVSON INC.

Individual(s)
 Association
 General Partnership
 Limited Partnership
 Corporation—State New York
 Other _____

Additional name(s) attached? Yes No

2. Name and address of receiving party(ies):
JPMORGAN CHASE BANK (successor by merger to The Chase Manhattan and Chemical Bank)
270 Park Avenue, New York, New York 10017

Individual(s) Citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation—State _____
 Other A New York Banking Corporation

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

Execution Date: April 13, 2004

If the assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No

Additional names/addresses attached? Yes No

4. Application number(s) or trademark number(s):
 A. Trademark Application No(s):
78/359938

B: Trademark No(s):

Additional numbers attached? Yes No

5. Name/address of party to whom correspondence concerning document should be mailed:
CATHERINE H. STOCKELL
Fish & Richardson P.C.
45 Rockefeller Plaza, Suite 2800
New York, New York 10111

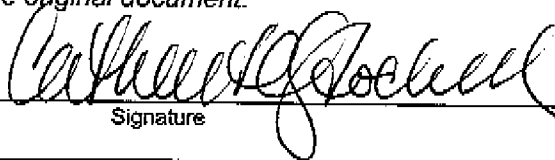
6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR §3.41): **\$40.00**
 Enclosed
 Authorized to charge Deposit Account.

8. Deposit Account No.: **06-1050**
 Please apply any additionally charges, or any credits, to our Deposit Account No. 06-1050.

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 the attached is a true copy of the original document.*

Catherine H. Stockell  May 12, 2004
 Name of Person Signing Signature Date


Total number of pages including cover sheet, attachments, and document: **4**

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CH \$40.00 061050 78359938

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.

700084347 May 12, 2004  **TRADEMARK**
 Date of Transmission Signature **REEL 002852 FRAME: 0516**
 Typed Name of Person Signing Certificate

SUPPLEMENT
to
Subsidiary Trademark Security Agreements

SUPPLEMENT (this "Supplement"), dated as of April 13, 2004, to the Subsidiary Trademark Security Agreement, dated as of November 30, 2001 (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 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 November 30, 2001 (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 November 30, 2001, 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 collateral 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 I 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.

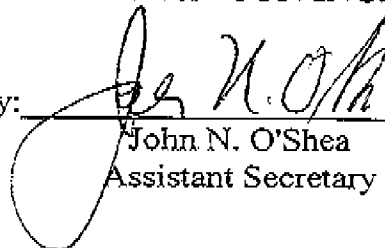
V. No Other Supplementing Information. Each of the General Security Agreement and the IP Security Agreement, as amended and supplemented by this Supplement, shall continue to be and shall be in full force and effect in accordance with its respective terms.

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

CHARLES REVSON INC.
Trademark Registrations and Applications

January 1, 2004 – March 31, 2004

1-800-4-ULTIMA

Application No.: 78/359938 Filed: 01/30/2004

UII SHEER SCENT

Application No.: 78/153827 Filed: 08/13/2002
Registration No.: 2817060 Registered: 02/24/2004