

PTO-1594			S. DEPARTMENT OF COMMERCE
1-31-92	#		Patent and Trademark Office
	102 <u>588716</u>		14.21.05
To the Director of the United States Patent and Trademark Office. Please record the attached original documents or copy thereof. P.O. Box 1450			
1 Name of conversing monty (ice)			
Name of conveying party(ies): REVLON CONSUMER PRODUCTS CORPORATION		2. Name and address of receiving party(ies):	
		Name: JPMORGAN CHASE BANK (successor by merger to each of The Chase Manhattan and Chemical Bank)	
☐ Individual(s) ☐ Association		Internal Address 270 Park Avenue	
General Partnership Limited Partnership		Street Address	
Corporation-State of Delaware			
Other	Cit	ty New York	State NY ZIP 10017
Additional name(s) of conveying party(ies) ☐ Yes ☒ No	attached?	T.,	en e
I ies 🔀 No		Individual(s) citizenship Association	<u></u>
3. Nature of conveyance:		Association General Partnership	
		Limited Partnership	
		Corporation-State	
	-	Corporation-State	A New York Banking
Assignment Merg	er 🛛	Other	Corporation
· ·	ge of Name		
Supplement to Company Tr	· 1		
Other Agreement		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)	
Execution Date: October 16, 2003			
		Additional name(s) & address(es) attached? Yes No	
4. Application number(s) or registration nu	ımber(s):		
A. Trademark Application No.(s) See	attached Schedule I B.	Trademark registration No.	(s) None
A	Additional numbers attache	d? ⊠ Yes □ No	
5. Name and address of party to whom cor	-	6. Total number of applications	
concerning document should be mailed:		and registrations involved: 11	
PENNIE & EDMONDS LLP		7. Total fee (37 CFR 3.41)\$ 275.00	
1667 K Street, N.W. Washington, D.C. 20006		Please charge to the deposit account listed in Section 8, as well	
03/2003 GTGM11 00000013 161150 78271373		any other fees which may b	
FC:8521 40.00 DA			
C.8522 250.00 ba Attn: Allison Singh	\ 8.	Deposit account number:	
-		<u>16-1150</u>	
File No.: 8412-003-999			
DO NOT USE\THIS SPACE			
9. Statement and signature.			
To the best of my knowledge and belief, the original document.	foregoing information is t	rue and correct and any att	ached copy is a true copy of the
Allison Singh	Au	eson Singh	10/31/03
Name of Person Signing	Reg. No. Signature	2701-	Date

SCHEDULE I

ANSWER TO QUESTION 4A

MARK	APPLICATION NUMBER
LIQUIDSILK	78/271373
MITCHUM MAX	78/274287
POWER RESERVE	78/274982
LITTLE BOOK OF TRICKS	78/275549
RED ROCKS!	78/278787
SHEER PERFECTION	78/286332
MANICURE-TO-GO	78/286830
TREAT YOURSELF BEAUTIFULLY	78/297441
REVLON	78/301595
FANTASEYES	78/304910
BOTOLIFT	78/305389

DC1: 358495.1

SUPPLEMENT

to

Company Security Agreements

SUPPLEMENT (this "Supplement"), dated as of October 16, 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. <u>Supplement to Schedules; Acknowledgement of Security Interest.</u> 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

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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. <u>Matters Relating to General Security Agreement</u>. 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. <u>Integration</u>. 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. <u>No Other Supplementing Information</u>. 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. <u>Expenses</u>. 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

Rv

John N. O'Shea Assistant Secretary

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REVLON CONSUMER PRODUCTS CORPORATION Trademark Registrations and Applications

July 1, 2003 through September 30, 2003

LIQUIDSILK

Application No.:

78/271373

Filed:

07/08/2003

MITCHUM MAX

Application No.:

78/274287

Filed:

07/15/2003

POWER RESERVE

Application No.:

78/274982

Filed:

07/16/2003

LITTLE BOOK OF TRICKS

Application No.:

78/275549

Filed:

07/17/2003

RED ROCKS!

Application No.:

78/278787

Filed:

07/25/2003

SHEER PERFECTION

Application No.:

78/286332

Filed:

08/12/2003

MANICURE-TO-GO

Application No.:

78/286830

Filed:

08/13/2003

TREAT YOURSELF BEAUTIFULLY

Application No.:

78/297441

Filed:

09/08/2003

182342.1

REVLON

Application No.:

78/301595

Filed:

09/17/2003

FANTASEYES

Application No.:

78/304910

Filed:

09/24/2003

BOTOLIFT

Application No.:

78/305389

Filed:

09/24/2003

COLORSTAY OVERTIME

Application No.:

78/096695

Filed:

12/05/2001

Registration No.:

2735665

Registered:

07/08/2003

HIGH DIMENSION

Application No.:

76/145748

Filed:

10/12/2000

Registration No.:

2750866

Registered:

08/12/2003

SKINLIGHTS FACE ILLUMINATOR MAKEUP

Application No.:

78/119741

Filed:

04/05/2002

Registration No.:

2752954

Registered:

Registered:

08/19/2003

STAY NATURAL

Application No.: Registration No.:

78/118041 2762890 Filed:

03/28/2002 09/09/2003

MOISTUROUS

Application No.:

78/118782

Filed:

04/01/2002

Registration No.:

2765748

Registered:

09/16/2003

182342.1

REVLON

Application No.: Registration No.:

74/554476

Filed:

07/28/1994

2765960

Registered:

09/23/2003

182342.1

RECORDED: 10/31/2003