

SCHEDULE I

ANSWER TO QUESTION 4A

<u>MARK</u>	<u>APPLICATION NUMBER</u>
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

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. 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

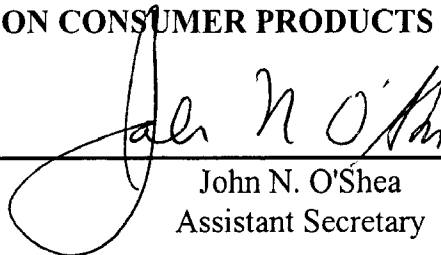
Agreement, the Grantor hereby acknowledges that it is granting to the Administrative Agent a continuing Lien on and security interest in the Trademarks listed on Schedule 1 of this Supplement.

- 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

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

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: 08/19/2003

STAY NATURAL

Application No.: 78/118041 Filed: 03/28/2002
Registration No.: 2762890 Registered: 09/09/2003

MOISTUROUS

Application No.: 78/118782 Filed: 04/01/2002
Registration No.: 2765748 Registered: 09/16/2003

REVLON

Application No.: 74/554476 Filed: 07/28/1994
Registration No.: 2765960 Registered: 09/23/2003

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RECORDED: 10/31/2003

TRADEMARK
REEL: 002854 FRAME: 0632