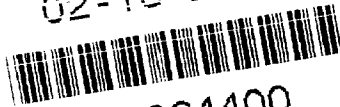


02-13-2003



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R SHEET

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Attorney Docket Number  
8412-003-999TO: HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS  
Box Assignment  
Washington, DC 20231

2-13-03

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  <b>REVLON CONSUMER PRODUCTS CORPORATION</b>  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies):  Name: <u>JPMORGAN CHASE BANK (successor by merger to each of The Chase Manhattan and Chemical Bank)</u>  Address: <u>270 Park Avenue</u>  <u>New York, NY 10017</u>  Country (if other than USA): _____									
3. Nature of conveyance:  <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Supplement to Company Patent Security Agreement</u>  Execution Date: <u>January 17, 2003</u>											
4. Application number(s) or patent number(s):  If this document is being filed together with a new application, the execution date of the application is: _____  A. Patent Application No.(s) <u>10/253,957; 10/269,758; 10/065,969 and 29/169,160</u> B. Patent No.(s) <u>None</u>  Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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  Attn.: David C. Lee Ref. No: 8412-003-999		6. Number of applications and patents involved: <u>4</u>  7. Total fee (37 CFR 3.41):.....\$ <u>160.00</u> Please charge to the deposit account listed in Section 8.  8. Deposit account number: <u>16-1150</u>									
DO NOT USE THIS SPACE											
9. Statement and signature.  <i>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.</i>  <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;"><u>David C. Lee</u></td> <td style="width: 10%;"></td> <td style="width: 30%;"><u>David C. Lee</u></td> <td style="width: 30%;"><u>February 13, 2003</u></td> </tr> <tr> <td>Name of Person Signing</td> <td>Reg. No.</td> <td>Signature</td> <td>Date</td> </tr> </table> <div style="text-align: right; margin-top: 10px;">         Total number of pages including cover sheet: <span style="border: 1px solid black; padding: 2px 10px;">5</span> </div>				<u>David C. Lee</u>		<u>David C. Lee</u>	<u>February 13, 2003</u>	Name of Person Signing	Reg. No.	Signature	Date
<u>David C. Lee</u>		<u>David C. Lee</u>	<u>February 13, 2003</u>								
Name of Person Signing	Reg. No.	Signature	Date								

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignment  
Washington, D.C. 2023102/14/2003 BTOM11 00000051 161150 10253957  
01 FC:8021 160.00 CHPATENT  
REEL: 013744 FRAME: 0992

DC1 - 342299.1

**SUPPLEMENT  
to  
Company Security Agreements**

SUPPLEMENT (this "Supplement"), dated as of January 17, 2003, to the Company Patent 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 each of the 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 7377, Frames 456-475:

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 Patents 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 Patents 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 Patents 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:   
Julie Blackburn  
Assistant Secretary

SCHEDULE 1

REVLON CONSUMER PRODUCTS CORPORATION  
(Patent Applications Filed)

<u>Docket</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
00-27div1	10/253,957	9/24/02	Method for Improving Integrity of Cosmetic Films
98-20B	10/269,758	10/11/02	Cosmetic Compositions Containing Organic Oil and Silicone Mixture
98-19d1	10/065,969	12/5/02	Cosmetic Stick Compositions With Improved Application Cosmetic Films

Designs

02-D-3	29/169,160	10/15/02	Cosmetic Applicator
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SCHEDULE 1

REVLON CONSUMER PRODUCTS CORPORATION  
(Patents Acquired)

<u>Docket</u>	<u>Patent No.</u>	<u>Grant Date</u>	<u>Title</u>
00-27	6,485,731	11/26/02	Method for Improving Integrity of Cosmetic Films
94-8	6,475,496	11/5/02	Gelled Remover Compositions
94-18 div 4	6,464,964	10/15/02	Cosmetic Compositions
01-15	6,458,390	10/1/02	Long Wearing Makeup Compositions

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