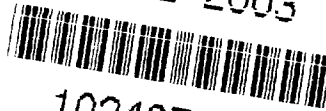


05-02-2003



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5-2-03

Attorney Docket Number
8412-003-999

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS
Box Assignment
Washington, DC 20231

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

REVLON CONSUMER PRODUCTS CORPORATIONAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment

Merger

Security Agreement

Change of Name

☒ Other Supplement to Company Patent Security AgreementExecution Date: April 14, 2003

2. Name and address of receiving party(ies):

Name:

JPMORGAN CHASE BANK(successor by merger to each of The
Chase Manhattan and Chemical Bank)

Address:

270 Park Avenue
New York, NY 10017

Country (if other than USA):

4. Application number(s) or patent number(s):

10361295

If this document is being filed together with a new application, the execution date of the application is: N/AA. Patent Application No.(s) See attached Schedule 1B. Patent No.(s) NoneAdditional numbers attached? ☒ Yes ☐ No5. Name and address of party to whom correspondence
concerning document should be mailed:PENNIE & EDMONDS LLP
1667 K Street, N.W.
Washington, D.C. 20006Attn: David C. Lee
Ref. No. 8412-003-9996. Number of applications
and patents involved:9

7. Total fee (37 CFR 3.41):.....\$ 360.00

Please charge to the deposit account listed in Section 8, as
well as any other fees which may be due.

8. Deposit account number:

16-1150

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

David C. Lee, Esq.

Name of Person Signing

Reg. No.

Signature

May 2, 2003

Date

05/05/2003 6TOM11 00000031 161150 10361295

01 FC:0021 360.00 CH

Total number of pages including cover sheet:

6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignment
Washington, D.C. 20231PATENT
REEL: 014008 FRAME: 0870

SCHEDULE 1

REVLON CONSUMER PRODUCTS CORPORATION

<u>APPLN. NO.</u>	<u>TITLE</u>
10/361,295	Tamper Resistant Cosmetic Stick Container
60/444,547	Nail Enamel Compositions and Methods
10/358,868	Cosmetic Compositions Containing Phenyl Silicones
10/360,699	Method and Compositions for Providing Natural Appearing Hair Color
10/361,294	Cosmetic Compositions Containing Rooibus Tea Extract
10/364,245	Cosmetic Compositions Containing Siloxane Resins
10/367,301	Cosmetic Compositions Containing Composite Siloxane Polymer
10/389,358	Long Wearing Cosmetic Compositions
10/389,359	Cosmetic Compositions

SUPPLEMENT
to
Company Security Agreements

SUPPLEMENT (this "Supplement"), dated as of April 14, 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)

00-18	10/361,295	2/10/03	Tamper Resistant Cosmetic Stick Container
02-20	60/444,547	2/3/03	Nail Enamel Compositions and Methods
02-19	10/358,868	2/5/03	Cosmetic Compositions Containing Phenyl Silicones
02-16	10/360,699	2/6/03	Method and Compositions for Providing Natural Appearing Hair Color
02-18	10/361,294	2/7/03	Cosmetic Compositions Containing Rooibus Tea Extract
03-2	10/364,245	2/11/03	Cosmetic Compositions Containing Siloxane Resins
01-22	10/367,301	2/11/03	Cosmetic Compositions Containing Composite Siloxane Polymer
03-1	10/389,358	3/14/03	Long Wearing Cosmetic Compositions
03-6	10/389,359	3/14/03	Cosmetic Compositions

SCHEDULE 1

**REVLON CONSUMER PRODUCTS CORPORATION
(Patents Acquired)**

NONE

187115.1

RECORDED: 05/02/2003

**PATENT
REEL: 014008 FRAME: 0875**