


Substitute Form PTO-1595
Attorney Docket No.: NYC-JPMOR-ERB021104-1-LYN

RECORDATION FORM COVER SHEET PATENTS ONLY

Commissioner for Patents: Please record the attached original document(s) or copy(ies).

<p>1. Name of conveying party(ies): REVLON CONSUMER PRODUCTS CORPORATION Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): JPMORGAN CHASE BANK (successor by merger to each of The Chase Manhattan and Chemical Bank) 270 Park Avenue, New York, New York 10017 Additional names/addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance: Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: SUPPLEMENT TO COMPANY PATENT SECURITY AGREEMENT Execution Date: 01/12/2004</p>	<p>4. Application number(s) or patent number(s): If this document is being filed with a new application, the execution date of the application is: A. Patent Application No(s).: See attached schedule 1 B. Patent No(s).: Additional numbers attached? <input checked="" type="checkbox"/> Yes No</p>
<p>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</p>	<p>6. Total number of applications/patents involved: 10 7. Total fee (37 CFR \$3.41): \$400 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to charge Deposit Account. 8. Deposit Account No.: 06-1050 Please apply any additional charges, or any credits, to our Deposit Account No. 06-1050.</p>
DO NOT USE THIS SPACE	
<p>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></p> <p>Edmond R. Bannon Reg. No. 32,110 Name of Person Signing</p> <p> Signature</p> <p>April 8, 2004 Date</p>	
Total number of pages including coversheet, attachments and document: 7	

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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.

April 8, 2004
Date of Transmission


Signature

PATENT

Typed Name of Person Signing Certificate

700077420

REEL: 014506 FRAME: 0145

CONTINUATION OF ITEM 4

SCHEDULE 1

REVLON CONSUMER PRODUCTS CORPORATION
(Patent Applications Filed)

<u>Docket</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
03-8	10/941,651	8/15/03	Dispenser for Fluid Materials
02-26	10/692,663	10/24/03	Cosmetic Compositions Containing First and Second Film Forming Polymers
01-11 div 1	10/703,369	11/7/03	Stabilized Aqueous Acidic Antiperspirant Compositions and Related Methods
97-30 div 1	10/704,074	11/7/03	Cosmetic Compositions Containing Crosslinkable Polymers
01-2 div 1	10/703,249	11/7/03	Long Wearing Composition for Making Up Eyes, Skin & Lips
03-22	60/519,175	11/12/03	Methods, Compositions, and Kit for Coloring Hair
03-21	60/526,128	12/1/03	Compositions for Treating Keratinous Surfaces
02-15	60/528,746	12/11/03	Methods and Compositions for Coloring Hair

CONTINUATION OF ITEM 4

SCHEDULE 1

REVLON CONSUMER PRODUCTS CORPORATION
(Patents Acquired)

<u>Docket</u>	<u>Patent No.</u>	<u>Grant Date</u>	<u>Title</u>
00-38	6,669,933	12/30/03	Method and Compositions for Coloring Hair
01-13	6,645,502	11/11/03	Anhydrous Cosmetic Compositions Containing Mushroom Extract

SUPPLEMENT
to
Company Security Agreements

SUPPLEMENT (this "Supplement"), dated as of January 12, 2004, 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

CONTINUATION OF ITEM 4

SCHEDULE I

REVLON CONSUMER PRODUCTS CORPORATION
(Patent Applications Filed)

<u>Docket</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
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