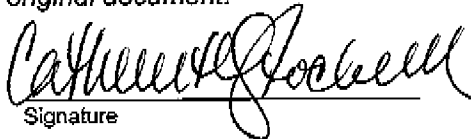


Substitute Form PTO-1595  
Attorney Docket No.: 17594-002001

### RECORDATION FORM COVER SHEET PATENTS ONLY

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

1. Name of conveying party(ies): <b>REVLON CONSUMER PRODUCTS CORPORATION</b> Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies):  <b>WILMINGTON TRUST COMPANY</b>  <b>Rodney Square North, 1100 N. Market Street, Wilmington, Delaware 19801-1243</b>  Additional names/addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
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: <b>SUPPLEMENT TO COMPANY PATENT SECURITY AGREEMENT</b>  Execution Date: <b>April 12, 2004</b>			
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): <b>See attached schedule 1</b>		B: Patent No(s):	
Additional numbers attached? <input checked="" type="checkbox"/> Yes No			
5. Name/address of party to whom correspondence concerning document should be mailed:  <b>CATHERINE H. STOCKELL</b> <b>Fish &amp; Richardson P.C.</b> <b>45 Rockefeller Plaza, Suite 2800</b> <b>New York, New York 10111</b>		6. Total number of applications/patents involved: <b>4</b>	
		7. Total fee (37 CFR §3.41): <b>\$160</b> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to charge Deposit Account.	
		8. Deposit Account No.: <b>06-1050</b> Please apply any additional charges, or any credits, to our Deposit Account No. 06-1050.	
<b>DO NOT USE THIS SPACE</b>			
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>			
Catherine H. Stockell Name of Person Signing		 Signature	May 26, 2004 Date
Total number of pages including coversheet, attachments and document: <b>7</b>			

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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.

May 26, 2004  
Date of Transmission

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name of Person Signing Certificate

700087453

**PATENT**  
**REEL: 014669 FRAME: 0527**

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>
03-25	10/784,501	2/23/04	Cosmetic Compositions with Silicone Resin Polymer

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>
01-17	6,703,004	3/9/04	Method and Compositions for Bleaching Hair
97-30 div 1	6,680,049	1/20/04	Cosmetic Compositions Containing Crosslinkable Polymers
02-D-2	D484,794	1/6/04	Cosmetic Container and Applicator

197839.1

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**SUPPLEMENT  
TO  
COMPANY PATENT SECURITY AGREEMENT  
(Note Obligations)**

SUPPLEMENT (this "Supplement"), dated as of April 12, 2004, to the Company Patent Security Agreement (Note Obligations), dated as of November 30, 2001 (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 Wilmington Trust Company as Note Collateral Agent (the "Note Collateral Agent") for the benefit of the holders of the Note Obligations (the "Note Obligations") as defined in the Collateral Agency Agreement, dated as of November 30, 2001 (the "Collateral Agency Agreement"). Unless otherwise defined herein, capitalized terms which are used herein shall have the meanings assigned thereto in the Company Security Agreement, dated as of November 30, 2001, made by the Grantor in favor of the Note Collateral 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 the General Security Agreement and the IP Security Agreement, and as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration, or otherwise) of the Guarantee Obligations, the Grantor has granted to the Note Collateral Agent, a second priority continuing security interest (subject to Permitted Liens) in all of its right, 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 12312, Frames 001-35;

WHEREAS, it is a requirement under the General Security Agreement that the Grantor provide the Note Collateral Agent with a second 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 Note Collateral 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 1 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 thereof.

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 Note Collateral Agent and the Holders of the Note Obligations 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 Note Collateral 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  
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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197839.1



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