

2.26.02



To the Honorable Commissi

101992945

Record the attached original documents or copy thereof.

Box Assignment, Washington, DC 20231

1. Name of conveying party(ies):

CHARLES REVSON, INC.

- Individual(s)
- General Partnership
- Corporation-State New York
- Other

- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

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

Name: Wilmington Trust Company

Internal Address: \_\_\_\_\_

Street Address: Rodney Square North, 1100 N. Market St.

City Wilmington State DE ZIP 19801-1243

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State of Delaware
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designation must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Supplement to Subsidiary Trademark Security Agreement

- Merger
- Change of Name

Execution Date: January 22, 2002

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

A. Trademark Application No.(s) 78/094393;  
78/088752; 78/094651; and 78/094683

B. Trademark registration No.(s) N/A

Additional numbers attached?  Yes  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, Esq.

File No.: 7206-080-999

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41):.....\$ 115.00

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

02/26/2002 DBYRNE 00000296 161150 78094393

01 FC:481 40.00 CH  
02 FC:482 75.00 CH

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.

David C. Lee  
Signature

2/26/02  
Date

Total number of pages comprising cover sheet: 5

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

**SUPPLEMENT  
TO  
SUBSIDIARY TRADEMARK SECURITY AGREEMENT  
(Note Obligations)**

SUPPLEMENT (this "Supplement"), dated as of January 22, 2002, to the Subsidiary Trademark 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 **CHARLES REVSON INC.** (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 Subsidiary 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").

**W I T N E S S E T H**

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 was submitted for recordation to the United States Patent and Trademark Office on December 7, 2001;

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 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 Note Collateral 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 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 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.

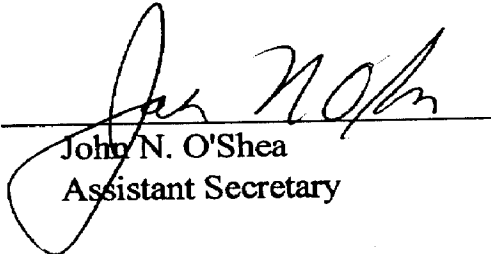
VI. **GOVERNING LAW. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

VII. Expenses. The Grantor agrees to pay or reimburse the 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.

CHARLES REVSON INC.

By: \_\_\_\_\_

  
John N. O'Shea  
Assistant Secretary

**CHARLES REVSON INC.**  
**Trademark Registrations and Applications**

**July 1, 2001 – December 31, 2001**

**EXTRAORDINAIRE DIAMOND**

Application No.: 78/094393      Filed: 11/20/01

**GOTTA BLUSH**

Application No. 78/088752      Filed: 10/17/01

**LIGHTCAPTOR-C**

Application No.: 78/088556      Filed: 10/16/01

*> misassigned ser. No*

**PEEPERS**

Application No.: 78/086398      Filed: 10/01/01

*> on original Sec. Agmt.*

**PROGRESSION**

Application No.: 78/094651      Filed: 11/21/01

**RE-FLEKTIVE**

Application No.: 78/088764      Filed: 10/17/01

*> on original Sec. Agmt*

**SHADY**

Application No.: 78/086394      Filed: 10/01/01

*> "*

**SWIRLSATIONAL**

Application No.: 78/088774      Filed: 10/17/01

*> "*

**THE NAKEDS**

Application No.: 78/094683      Filed: 11/21/01

**ULTIMATE EDITION**

Application No.: 78/074942      Filed: 7/20/01

*> "*

**EXPECT THE UNEXPECTED**

Application No.: 76/071343

Filed: 6/15/00

Abandoned: 11/16/01

**WONDERWEAR SMUDGE NOT MASCARA**

Application No.: 75/834496

Filed: 10/28/99

Abandoned: 11/30/01