

02-26-2002

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2.26.02

To the Honorable Commission

101992956

rd the attached original documents or copy thereof.

DC 20231

1. Name of conveying party(ies):
REVLON CONSUMER PRODUCTS CORPORATION

- Individual(s)
- General Partnership
- Corporation-State (Delaware)
- Other _____
- Additional name(s) of conveying party(ies) attached? Yes No

- Association
- Limited Partnership

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 Company 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) 78/096695 and 78/098233

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: 2

7. Total fee (37 CFR 3.41):.....\$ 65.00

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.

David C. Lee 2/26/02
Signature Date

02/26/2002 DBYRNE 00000297 161150 78096695

Total number of pages comprising cover sheet: 6

01 FC:481 40.00 CH
02 FC:482 25.00 CH

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

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

SUPPLEMENT (this "Supplement"), dated as of January 22, 2002, to the Company 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 **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").

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 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: _____


John N. O'Shea
Assistant Secretary

REVLON CONSUMER PRODUCTS CORPORATION
Trademark Registrations and Applications

July 1, 2001 - December 31, 2001

ALMAY

Application No.: 78/088155

Filed: 10/12/01

> on original see agent

ALMAY RETREAT

Application No.: 78/081635

Filed: 8/29/01

> "

COLORSTAY OVERTIME

Application No.: 78/096695

Filed: 12/05/01

FX EYES

Application No.: 76/294834

Filed: 8/3/01

> "

FX LIP

Application No.: 76/294835

Filed: 8/3/01

> "

IT'S FABULOUS BEING A WOMAN

Application No.: 78/079258

Filed: 8/15/01

> "

LASH MEMORY

Application No.: 78/078944

Filed: 8/13/01

> "

LIPGLIDE

Application No.: 78/072220

Filed: 7/3/01

> "

MINI VACATION

Application No.: 78/081651

Filed: 8/29/01

PRESCRIBED CARE

Application No.: 78/098233

Filed: 12/13/01

REVLON

Application No.: 78/090312

Filed: 10/26/01

REVLON

Application No.: 78/090320

Filed: 10/26/01

SKINLIGHTS COLOR LIGHTING

Application No.: 78/081672

Filed: 8/29/01

SKINLIGHTS DIFFUSING TINTS

Application No.: 78/081661

Filed: 8/29/01

SKINLIGHTS GLOSSLIGHTS

Application No.: 78/081701

Filed: 8/29/01

SKINLIGHTS ILLUSION WAND

Application No.: 78/081684

Filed: 8/29/01

SUPER TOP SPEED CHROME

Application No.: 78/092788

Filed: 11/12/01

THE PURE SOURCE FOR BEAUTIFUL

Application No.: 78/071912

Filed: 7/2/01

COOL DRY

Application No.: 75/651579

Filed: 3/3/99

Registration No.: 2,472,093

Date Reg.: 7/24/01

PERHAPS THE TOUGHEST TOOLS IN THE WORLD

Application No.: 75/834143

Filed: 10/27/99

Registration No.: 2,521,689

Date Reg.: 12/25/01

REVLON SKINLIGHTS

Application No.: 75/980999

Filed: 2/25/00

Registration No.: 2,503,121

Date Reg.: 10/30/01

SKINLIGHTS

Application No.: 75/981000

Filed: 2/25/00

Registration No.: 2,503,122

Date Reg.: 10/30/01

SO EFFECTIVE YOU COULD SKIP A DAY

Application No.: 76/138596

Filed: 9/29/00

Registration No.: 2,490,705

Date Reg.: 9/18/01

STREET WEAR

Application No.: 76/136675

Filed: 9/27/00

Registration No.: 2,501,959

Date Reg.: 10/30/01