

05-07-2002

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To the Honorable Commissioner of

attached original documents or copy thereof.

102082322
20231

57-02

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

- Individual(s)
- General Partnership
- Corporation-State Delaware
- 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 Street

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: April 15, 2002

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

A. Trademark Application No.(s) Please see the attached.

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: 12

7. Total fee (37 CFR 3.41):.....\$ 315.00

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

5/07/02

Date

Total number of pages comprising cover sheet: 8

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

05/08/2002 GT0N11 00000045 161150 78110159

01 FC:481 40.00 CH

02 FC:482 275.00 CH

TRADEMARK
REEL: 2499 FRAME: 0983

ANSWER TO QUESTION 4A

<u>MARK</u>	<u>APPLICATION NO.</u>
ALMAY LIP VITALITY	78/110159
ALMAY ORGANIC FLUORIDE PLUS	78/113208
ALWAYS-ON	78/108819
BE UNFORGETTABLE	78/101865
BRIGHT EYES	78/103455
COLORSTAY 3-DAY EYELINER	78/102777
COLORSTAY 3-DAY LASH TINT	78/100851
LIP MIST	78/116840
QUICK THICK	78/112048
RAINFUSION	78/103069
REVLON	76/354775
STAY NATURAL	78/118041

DC1 - 321262.1

TRADEMARK
REEL: 2499 FRAME: 0984

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

SUPPLEMENT (this "Supplement"), dated as of April 15, 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 has been recorded in the United States Patent and Trademark Office at Reel 2424, Frames 406-493;

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.

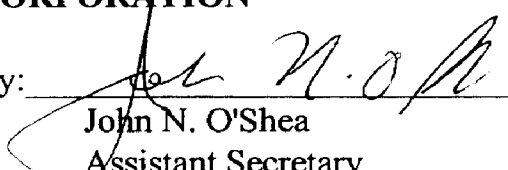
VI. **GOVERNING LAW. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

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

January 1, 2002 – March 31, 2002

ALMAY LIP VITALITY

Application No.: 78/110159 Filed: 2/21/02

ALMAY ORGANIC FLUORIDE PLUS

Application No.: 78/113208 Filed: 3/7/02

ALWAYS-ON

Application No.: 78/108819 Filed: 2/14/02

BE UNFORGETTABLE

Application No.: 78/101865 Filed: 1/10/02

BRIGHT EYES

Application No.: 78/103455 Filed: 1/18/02

COLORSTAY 3-DAY EYELINER

Application No.: 78/102777 Filed: 1/15/02

COLORSTAY 3-DAY LASH TINT

Application No.: 78/100851 Filed: 1/4/02

DEFINING DUO

Application No.: 78/111865

Filed: 10/26/01

} Wrong Ser No

HYDRO SOLID

Application No.: 75/724494
Reg. No.: 2,530,360

Filed: 6/9/99
Date Reg.: 1/15/02

} already recorded

LIP MIST

Application No.: 78/116840

Filed: 3/21/02

LIQUID LIPS

Application No.: 75/726138
Reg. No.: 2,543,783

Filed: 6/7/99
Date Reg.: 3/5/02

} already recorded

POWER TO GO

Application No.: 76/034386
Reg. No.: 2,530,721

Filed: 4/25/00
Date Reg.: 1/15/02

} already recorded

QUICK THICK

Application No.: 78/112048

Filed: 3/1/02

RAINFUSION

Application No.: 78/103069

Filed: 1/16/02

REVLON

Application No. 76/354772

Filed: 1/3/02

} Wrong Ser. No.

REVLON

Application No.: 76/354775

Filed: 1/3/02

STAY NATURAL

Application No.: 78/118041

Filed: 3/28/02

CAPTURE THE LIGHT CAPTURE THE GLOW

Application No.: 76/261827

Filed: 5/23/01

Allowed to Lapse: 3/23/02

MOISTURESTAY

Application No.: 75/751617

Filed: 7/16/99

Abandoned: 1/29/02

NUDE

Application No.: 74/022752

Filed: 1/2/90

Reg. No.: 1,959,121

Date Reg.: 2/27/96

Cancelled: 2/28/02

SCOUNDREL

Application No.: 256491

Filed: 4/2/80

Reg. No.: 1,197,611

Date Reg.: 6/15/82

Allowed to Lapse: 1/20/02

SCOUNDREL

Application No.: 280355

Filed: 10/3/80

Reg. No.: 1,186,335

Date Reg.: 1/19/82

Allowed to Lapse: 1/20/02

STAY CLEAN

Application No.: 75/536544

Filed: 8/13/98
Abandoned: 3/1/02

STAYCLEAN

Application No.: 75/521371

Filed: 7/20/98
Abandoned: 2/25/02

WAKEUP CALL

Application No.: 76/111773

Filed: 8/17/00
Abandoned: 3/1/02