

02-10-2003

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2-10-03

To the Honorable Commissioner of

102361763
Box Assignment, Washington, DC 20231

the attached original documents or copy thereof.

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

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____
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 Delaware
 Other _____

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Supplement to Company Trademark Security Agreement

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

Execution Date: January 21, 2003

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

A. Trademark Application No.(s) 78/170196; 78/171728; 78/173086

B. Trademark registration No.(s) None

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: 3

7. Total fee (37 CFR 3.41):.....\$ 90.00

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

02/10/2003 6TON11 00000177 161150 78170196

01 FC:8521 40.00 CH
02 FC:8522 50.00 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
Name of Person Signing Reg. No.

David C. Lee
Signature

February 10, 2003
Date

Total number of pages comprising cover sheet: 4

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

SUPPLEMENT (this "Supplement"), dated as of January 21, 2003, 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").

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 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

October 1, 2002 through December 31, 2002

REV

Application No.: 78/170196 Filed: 10/2/02

REVLON INTIMATES

Application No.: 78/171728 Filed: 10/7/02

PASSIONISTA

Application No.: 78/173086 Filed: 10/10/02

TRIPLE ACTION FLEX

Application No.: 75/355329 Filed: 9/11/97
Registration No.: 2,629,577 Registered: 10/8/02

TRIPLE ACTION

Application No.: 75/355328 Filed: 9/11/97
Registration No.: 2,633,734 Registered: 10/15/02

MOISTURESTAY

Application No.: 76/088804 Filed: 7/13/00
Registration No.: 2,640,487 Registered: 10/22/02

REVLON

Application No.: 76/246776 Filed: 4/24/01
Registration No.: 2,638,730 Registered: 10/22/02

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