

05-02-2003

5-5-03



To the Honorable Commissioner of I

102437538

Attached original documents or copy thereof.

Box Assignment, Washington, DC 20231

<p>1. Name of conveying party(ies): EVLON CONSUMER PRODUCTS CORPORATION</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State of Delaware <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: WILMINGTON TRUST COMPANY</p> <p>Internal Address</p> <p>Street Address: Rodney Square North 1100 N. Market Street</p> <p>City <u>Wilmington</u> State <u>DE</u> ZIP <u>19801-1243</u></p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <u>State of Delaware</u> <input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designation must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Other Supplement to Company Trademark Security Agreement</p> <p>Execution Date: <u>April 14, 2003</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) <u>See Attached Schedule 1</u></p> <p>B. Trademark registration No.(s) <u>None</u></p> <p>Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 78 230 930</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>HENNIE & EDMONDS LLP 1667 K Street, N.W. Washington, D.C. 20006</p> <p>Attention: <u>David C. Lee</u></p> <p>File No.: <u>7206-080-999</u></p>	<p>6. Total number of applications and registrations involved: <u>7</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>190.00</u> Please charge to the deposit account listed in Section 8 as well as any other fees which may be due.</p> <p>8. Deposit account number: <u>16-1150</u></p>
DO NOT USE THIS SPACE	
<p>9. Statement and signature.</p> <p><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></p> <p><u>David C. Lee</u> <u>David C. Lee</u> <u>May 5, 2003</u> Name of Person Signing Reg. No. Signature Date</p> <p style="text-align: right;">Total number of pages comprising cover sheet: <u>6</u></p>	

05/05/2003 TBIAZI 0000095 161150 78230930
 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignment
 Washington, D.C. 20231

01 FC:8521 40.00 CH
 02 FC:8522 150.00 CH

SCHEDULE 1

MARK

SERIAL NUMBER

ALMAY WHIPPED GLOSS

78/230,930

ALWAYS TRUE

78/218,599

BALANCED STATE

78/196,853

FIRE & ICE

78/228,393

UNIVERSAL POINTS

78/227,928

BEYOND POWDER

75/983,001 (Reg. No. 2,700,821)

DEFINING DUO

78/111,965 (Reg. No. 2,659,718)

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

SUPPLEMENT (this "Supplement"), dated as of April 14, 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.

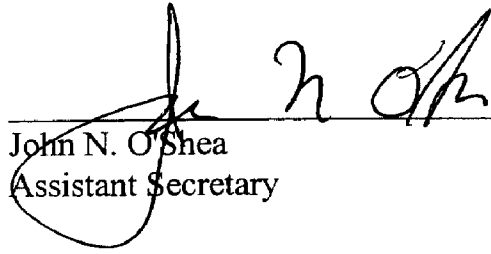
VI. **GOVERNING LAW. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

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

January 1, 2003 through March 31, 2003

ALMAY WHIPPED GLOSS

Application No.: 78/230930 Filed: 03/27/03

ALWAYS TRUE

Application No.: 78/218599 Filed: 02/25/03

BALANCED STATE

Application No.: 78/196853 Filed: 12/20/02

FIRE & ICE

Application No.: 78/228393 Filed: 03/21/03

UNIVERSAL POINTS

Application No.: 78/227928 Filed: 03/20/03

ALMAY

Application No.: 78/088155 Filed: 10/12/01
Registration No.: 2,675,119 Registered: 01/14/03

BEYOND POWDER

Application No.: 75/983001 Filed: 10/27/00
Registration No.: 2,700,821 Registered: 03/25/03

DAILY DOSE FLUORIDE

Application No.: 76/116112 Filed: 08/24/00
Registration No.: 2,636,619 Registered: 10/15/02

DEFINING DUO

Application No.: 78/111965 Filed: 03/01/02
Registration No.: 2,659,718 Registered: 12/10/02

DOUBLE BOND

Application No.: 76/116109 Filed: 08/23/00
Registration No.: 2,636,618 Registered: 10/15/02

FX LIP STIX

Application No.: 76/294835 Filed: 08/03/01
Registration No.: 2,671,454 Registered: 01/07/03

MOISTURE BALANCE

Application No.: 76/071160 Filed: 06/15/00
Registration No.: 2,623,058 Registered: 09/24/02

NATURALIST EYE DEFINING PENCIL

Application No.: 76/105977 Filed: 08/08/00
Registration No.: 2,636,590 Registered: 10/15/02

QUICK THICK

Application No.: 78/112048 Filed: 03/01/02
Registration No.: 2,645,954 Registered: 11/05/02

SLEEK CHEEKS

Application No.: 76/145747 Filed: 10/12/00
Registration No.: 2,646,768 Registered: 11/05/02