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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

7-28-03

102509891

To the Director of the United States Patent and Trademark Office. Please record the attached original documents or copy thereof. P.O. Box 1450 Alexandria, VA 22313-1450

1. Name of conveying party(ies):
REVLON CONSUMER PRODUCTS CORPORATION
[ ] Individual(s) [ ] Association
[ ] General Partnership [ ] Limited Partnership
[X] Corporation-State of Delaware
[ ] Other

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

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

[ ] Individual(s) citizenship
[ ] Association
[ ] General Partnership
[ ] Limited Partnership
[X] Corporation-State State of Delaware
[ ] Other

3. Nature of conveyance:
[ ] Assignment [ ] Merger
[ ] Security Agreement [ ] Change of Name
[X] 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 [X] No

Execution Date: July 21, 2003

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

A. Trademark Application No.(s) See Attached Schedule I

B. Trademark registration No.(s) 2,662,778

Additional numbers attached? [X] 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

File No.: 7206-080-999

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00
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

Name of Person Signing

Reg. No.

Signature

July 28, 2003

Date

07/29/2003 6TOM11 00000070 161150 2662778

Total number of pages comprising cover sheet: 6

01 FC:8521 40.00 BA
02 FC:8522 125.00 BA

Mail documents to be recorded with required cover sheet information to:
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 002788 FRAME: 0520

# Schedule I

## Answer to Question 4A

<b>Application No.:</b>	78/236566	<b>Mark:</b>	MAXIMUM MOISTURE MINIMUM WEIGHT
<b>Application No.:</b>	78/243238	<b>Mark:</b>	REVLON
<b>Application No.:</b>	78/244568	<b>Mark:</b>	RED ROCKS
<b>Application No.:</b>	78/258198	<b>Mark:</b>	PURE RADIANCE
<b>Application No.:</b>	78/261670	<b>Mark:</b>	SUPER LUSTROUS ULTRA SHIMMER

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

SUPPLEMENT (this "Supplement"), dated as of July 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.

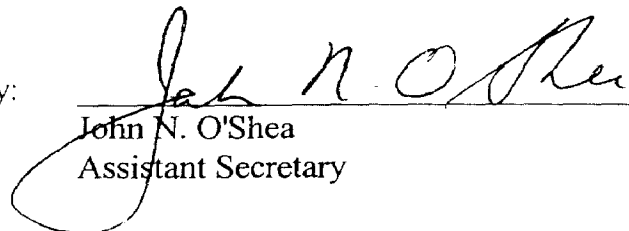
VI. **GOVERNING LAW. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

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**

**April 1, 2003 through June 30, 2003**

MAXIMUM MOISTURE. MINIMUM WEIGHT.

Application No.: 78/236566 Filed: 04/11/2003

REVLON

Application No.: 78/243238 Filed: 04/29/2003

RED ROCKS

Application No.: 78244568 Filed: 05/01/2003

PURE RADIANCE

Application No.: 78/258198 Filed: 06/04/2003

SUPER LUSTROUS ULTRA SHIMMER

Application No.: 78/261670 Filed: 06/12/2003

REVLON

Application No.: 76/354872 Filed: 01/03/2002  
Registration No.: 2,662,778 Registered: 12/17/2002

~~WELL-GROOMED~~

Application No.: 76/121604 Filed: 08/31/2000  
Registration No.: 2,724,995 Registered: 06/10/2003

SKIN LIGHTS

✓ Application No.: 76/087497 Filed: 07/13/2000  
Registration No.: 2,727,618 Registered: 06/17/2003

ALWAYS-ON

✓ Application No.: 78/108819 Filed: 02/14/2002  
Registration No.: 2,730,813 Registered: 06/24/2003

✓ BRIGHT EYES

Application No.: 78/103455 Filed: 01/18/2002  
Registration No.: 2,730,795 Registered: 06/24/2003