

Docket No: 17594-002001

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Commissioner for Trademarks: Please record the attached copies of an original document.

1. Name of conveying party(ies):  
**CHARLES REVSON INC.**

Individual(s)  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation—State New York  
 Other \_\_\_\_\_

Additional name(s) attached?  Yes  No

2. Name and address of receiving party(ies):  
**WILMINGTON TRUST COMPANY**

Rodney Square North, 1100 N. Market Street,  
Wilmington, Delaware 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**

Execution Date: April 14, 2004

If the assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No

Additional names/addresses attached?  Yes  No

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

A. Trademark Application No(s):  
**78/359938**

B: Trademark No(s):

Additional numbers attached?  Yes  No

5. Name/address of party to whom correspondence concerning document should be mailed:

**CATHERINE H. STOCKELL**  
Fish & Richardson P.C.  
45 Rockefeller Plaza, Suite 2800  
New York, New York 10111

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR \$3.41): **\$40.00**

Enclosed  
 Authorized to charge Deposit Account.

8. Deposit Account No.: **06-1050**

Please apply any additionally charges, or any credits, to our Deposit Account No. 06-1050.

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 the attached is a true copy of the original document.*

Catherine H. Stockell  May 12, 2004  
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **3**

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#### CERTIFICATE OF TRANSMISSION BY FACSIMILE

I hereby certify that this correspondence is being transmitted by facsimile to the Patent and Trademark Office on the date indicated below.

**700084402** May 12, 2004  
Date of Transmission

  
Signature

TRADEMARK

REEL **002852** FRAME: **0561**

CH \$40.00 061050 78359938

**SUPPLEMENT**  
to  
**Subsidiary Trademark Security Agreement**  
**(Note Obligations)**

SUPPLEMENT (this "Supplement"), dated as of April 14, 2004, to the Subsidiary 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 **CHARLES REVSON INC.** (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 Subsidiary 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 2395, Frames 639-662;

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

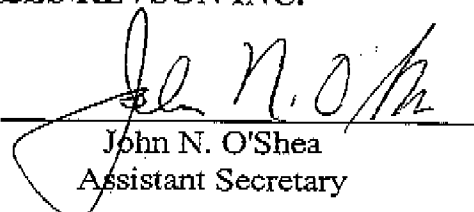
granted hereby, the General Security Agreement is hereby amended to include each of the Trademarks listed on Schedule 1 hereto as Collateral (as defined therein) thereunder.

- 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 hereof.
- 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.

CHARLES REVSON INC.

By:

  
\_\_\_\_\_  
John N. O'Shea  
Assistant Secretary

**CHARLES REVSON INC.**  
**Trademark Registrations and Applications**

**January 1, 2004 – March 31, 2004**

1-800-4-ULTIMA

Application No.: 78/359938 Filed: 01/30/2004

UII SHEER SCENT

Application No.: 78/153827 Filed: 08/13/2002  
Registration No.: 2817060 Registered: 02/24/2004