

11-03-2003



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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

<p>1. Name of conveying party(ies): REVLON 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 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-State <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 type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Supplement to Company Trademark Security Agreement</u></p> <p>Execution Date: <u>October 20, 2003</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) <u>See Attached Schedule I</u> B. Trademark registration No.(s) <u>None</u></p> <p>Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 78271373</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>PENNIE & EDMONDS LLP 1667 K Street, N.W. Washington, D.C. 20006</p> <p>Attn: Allison Singh</p> <p>File No.: <u>7206-080-999</u> <u>11/04/2003</u> <u>BYRNE</u> <u>0000034</u> <u>161150</u> <u>78271373</u></p>	<p>6. Total number of applications and registrations involved: 11</p> <p>7. Total fee (37 CFR 3.41).....\$ 275.00 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>
<p style="text-align: center;">DO NOT USE THIS SPACE</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>Allison Singh</u> <u>Allison Singh</u> <u>11/03/03</u> Name of Person Signing Reg. No. Signature Date</p> <p>Total number of pages comprising cover sheet: <u>7</u></p>	

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: 002855 FRAME: 0612

SCHEDULE I

ANSWER TO QUESTION 4A

<u>MARK</u>	<u>APPLICATION NUMBER</u>
LIQUIDSILK	78/271373
MITCHUM MAX	78/274287
POWER RESERVE	78/274982
LITTLE BOOK OF TRICKS	78/275549
RED ROCKS!	78/278787
SHEER PERFECTION	78/286332
MANICURE-TO-GO	78/286830
TREAT YOURSELF BEAUTIFULLY	78/297441
REVLON	78/301595
FANTASEYES	78/304910
BOTOLIFT	78/305389

DC1: 358495.1

TRADEMARK
REEL: 002855 FRAME: 0613

SUPPLEMENT
to
Company Trademark Security Agreement
(Note Obligations)

SUPPLEMENT (this "Supplement"), dated as of October 20, 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:

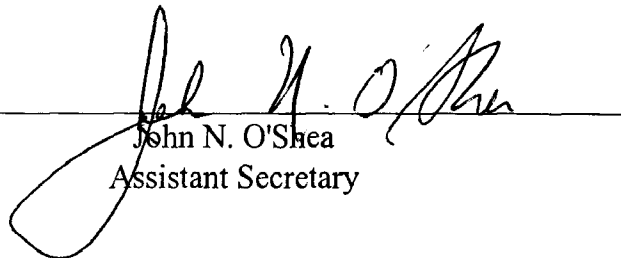
- I. Supplement to Schedules; Acknowledgement of Security Interest. Schedule 1 to the IP Security Agreement is hereby amended and supplemented by adding thereto each of the Trademarks listed on Schedule 1 hereto. Without derogation of the security interests granted pursuant to the General Security Agreement 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

July 1, 2003 through September 30, 2003

LIQUIDSILK

Application No.: 78/271373 Filed: 07/08/2003

MITCHUM MAX

Application No.: 78/274287 Filed: 07/15/2003

POWER RESERVE

Application No.: 78/274982 Filed: 07/16/2003

LITTLE BOOK OF TRICKS

Application No.: 78/275549 Filed: 07/17/2003

RED ROCKS!

Application No.: 78/278787 Filed: 07/25/2003

SHEER PERFECTION

Application No.: 78/286332 Filed: 08/12/2003

MANICURE-TO-GO

Application No.: 78/286830 Filed: 08/13/2003

TREAT YOURSELF BEAUTIFULLY

Application No.: 78/297441 Filed: 09/08/2003

REVLON

Application No.: 78/301595 Filed: 09/17/2003

FANTASEYES

Application No.: 78/304910 Filed: 09/24/2003

BOTOLIFT

Application No.: 78/305389 Filed: 09/24/2003

COLORSTAY OVERTIME

✓ Application No.: 78/096695 Filed: 12/05/2001
Registration No.: 2735665 Registered: 07/08/2003

✓ HIGH DIMENSION

Application No.: 76/145748 Filed: 10/12/2000
Registration No.: 2750866 Registered: 08/12/2003

✓ SKINLIGHTS FACE ILLUMINATOR MAKEUP

Application No.: 78/119741 Filed: 04/05/2002
Registration No.: 2752954 Registered: 08/19/2003

✓ STAY NATURAL

Application No.: 78/118041 Filed: 03/28/2002
Registration No.: 2762890 Registered: 09/09/2003

✓ MOISTUROUS

Application No.: 78/118782 Filed: 04/01/2002
Registration No.: 2765748 Registered: 09/16/2003

182342.1

REVLON

Application No.: 74/554476 Filed: 07/28/1994
Registration No.: 2765960 Registered: 09/23/2003

182342.1

RECORDED: 11/03/2003

TRADEMARK
REEL: 002855 FRAME: 0618