

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SILPADA DESIGNS, INC.		07/28/2010	CORPORATION: KANSAS

RECEIVING PARTY DATA

Name:	SILPADA DESIGNS LLC
Street Address:	1345 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10105
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2308977	SILPADA
Registration Number:	2881357	SILPADA DESIGNS
Registration Number:	3500060	SILPADA DESIGNS
Registration Number:	3023207	WISHING YOU A SHINING DAY AND A STERLING FUTURE
Registration Number:	3048925	A FUN LADIES' NIGHT OUT PLAYING DRESS-UP WITH JEWELRY
Registration Number:	3023206	TRUE STYLE IS ALWAYS IN FASHION
Registration Number:	3027182	DESIGN YOUR OWN FUTURE
Registration Number:	3072810	HOSTESS ONLY SIGNATURE COLLECTION
Registration Number:	3048929	"IF YOU CAN WEAR OUR JEWELRY, YOU CAN SELL OUR JEWELRY."
Registration Number:	3062265	
Registration Number:	3027173	SILPADA DESIGNS
Registration Number:	3053312	SILPADA
Registration Number:	3104999	SD

OP \$640.00 2308977

Registration Number:	3327161	FIND YOURSELF IN SILPADA
Registration Number:	3413106	FIND YOURSELF IN IT
Registration Number:	3413107	SILPADA. FIND YOURSELF IN IT.
Registration Number:	3718948	SILPADA □ BRINGING THE STERLING BOUTIQUE TO YOU!
Registration Number:	3537624	HIP-CLASSIC
Registration Number:	3537625	THERE'S A PLACE FOR EVERYONE AT SILPADA. FIND YOURS.
Registration Number:	3429626	STAR LEADER
Registration Number:	3559507	SILVER MANAGER
Registration Number:	3559508	STERLING MANAGER
Registration Number:	3429627	STAR DIRECTOR
Registration Number:	3559509	SILVER DIRECTOR
Registration Number:	3559510	STERLING DIRECTOR

CORRESPONDENCE DATA

Fax Number: (212)291-9772
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-558-3946
Email: kaala@sullcrom.com, nguyenb@sullcrom.com
Correspondent Name: Amina M. Kaal
Address Line 1: 125 Broad Street
Address Line 4: New York, NEW YORK 10004-2498

ATTORNEY DOCKET NUMBER:	014598/0040
NAME OF SUBMITTER:	Amina M. Kaal
Signature:	/Amina Kaal/
Date:	08/23/2010

Total Attachments: 7
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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS ("Assignment") is entered into as of July 28, 2010 (the "Effective Date"), by and among SILPADA DESIGNS, INC., a Kansas corporation ("Silpada" or "Assignor"), and SILPADA DESIGNS LLC, a Delaware limited liability company and a wholly-owned Subsidiary of Avon Products, Inc. (the "Assignee").

WHEREAS, the Assignor is the owner of the United States trademark registrations identified on Schedule A, (collectively, the "Trademarks");

WHEREAS, Silpada and the Assignee are parties to that certain Asset Purchase Agreement, dated as of July 9, 2010 (the "Asset Purchase Agreement"), pursuant to which the Assignor agreed to sell, transfer, convey, assign and deliver certain assets, including the Trademarks, to Assignee;

WHEREAS, the Assignor and the Assignee are parties to that certain Assignment of Intellectual Property Agreement, dated as of even date herewith (the "Assignment of Intellectual Property Agreement"), pursuant to which the Assignor sold, transferred, conveyed, assigned and delivered certain intellectual property, including the Trademarks, to Assignee;

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Asset Purchase Agreement and the Assignment of Intellectual Property Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment**. The Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to the Assignee and its successors and assigns forever, without any restrictions, limitations or reservations all of the Assignor's right, title and interest in and to the Trademarks as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made, including, without limitation, (i) all goodwill associated therewith and symbolized thereby, (ii) any and all rights of priority thereto and renewals thereof, (iii) all income, royalties or payments now or hereafter due or payable with respect to the Trademarks, (iv) all past, present and future claims, counterclaims, credits, causes of action, choses in action, rights of recovery and rights of setoff against third persons for infringement or other unauthorized violation of the Trademarks, together with the right at law or in equity to sue for and collect any resulting recovery of damages, lost profits, legal fees and costs, including from acts which may have occurred prior to the Effective Date, and (v) any and all rights corresponding thereto throughout the world (collectively, the "Assigned Rights"), and the Assignee does hereby accept assignment of the Assigned Rights from the Assignor.

2. **Purpose**. This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the United States Patent and Trademark Office. The assignment granted herein has been granted in connection with the Assignment of Intellectual Property Agreement and is expressly subject to the terms and conditions thereof. In

the event of any conflict between the terms of this Assignment and the terms of the Assignment of Intellectual Property Agreement, the terms of the Assignment of Intellectual Property Agreement shall control.

3. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

4. Further Assurances. The Assignor shall provide to the Assignee, its successors, assigns or other legal representatives, cooperation and assistance at the Assignee's reasonable request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in: (i) the preparation and prosecution of any application for registration of the Trademarks; (ii) the prosecution or defense of any opposition, cancellation, infringement or other proceedings that may arise in connection with any of the Assigned Rights, including, without limitation, testifying as to any facts relating to the Assigned Rights assigned herein and this Assignment; (iii) obtaining any additional protection for the Assigned Rights that Assignee reasonably may deem appropriate; and (iv) the implementation or perfection of this Assignment.

5. Governing Law. This Assignment will be governed by and construed under Delaware law, without giving effect to any choice of law or conflict of law rules or provisions (whether of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Delaware.

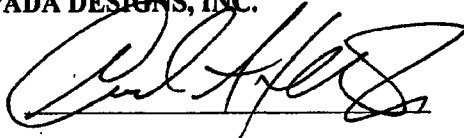
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IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

Assignor:

SILPADA DESIGNS, INC.

By:



Name: Gerald A. Kelly, Jr.

Title: Chairman and Chief Executive Officer

SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS

NY12528:474749.5

TRADEMARK
REEL: 004265 FRAME: 0445

Assignee:

SILPADA DESIGNS LLC

By: 

Name: *Richard Valone*

Title: *Vice President & Treasurer*

SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS

**TRADEMARK
REEL: 004265 FRAME: 0446**

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Missouri
ss.:
COUNTY OF Jackson

On this 27th day of July 2010, before me personally came Gerald A. Kelly, Jr. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Chairman & CEO of SILPADA DESIGNS, INC., a Kansas corporation, and that he executed the foregoing instrument on behalf of SILPADA DESIGNS, INC., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Sandra J. McKay
Notary Public - State of Missouri
Printed Name Sandra J. McKay

My commission expires:

SANDRA J. MCKAY
Commission #07806707
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: June 3, 2011

CERTIFICATE OF ACKNOWLEDGMENT TO ASSIGNMENT OF TRADEMARKS

NY12528:474749.5

SCHEDULE A

UNITED STATES TRADEMARKS

MARK	STATUS	REGISTRATION NUMBER	REGISTRATION DATE	REGISTRATION FEE	APPLICATION DATE	REGISTRATION DATE	IC AND
SILPADA	REGISTERED	75/571,639		2,308,977	10/14/1998	1/18/2000	14 jewelry
SILPADA DESIGNS	REGISTERED	78/182,500		2,881,357	11/6/2002	9/7/2004	14 jewelry
SILPADA DESIGNS (AMENDED) INTERNATIONAL CLASS 25	REGISTERED	78/421,669		3,500,060	5/19/2004	9/9/2008	25 apparel
WISHING YOU A SHINING DAY AND A STERLING FUTURE INTERNATIONAL CLASS 35	REGISTERED	78/422,481		3,023,207	5/20/2004	12/6/2005	35 retail services
A FUN LADIES' NIGHT OUT PLAYING DRESS UP WITH JEWELRY	REGISTERED	78/421,876		3,048,925	5/19/2004	1/24/2006	35 retail services
TRUE STYLE IS ALWAYS IN FASHION	REGISTERED	78/422,413		3,023,206	5/20/2004	12/6/2005	35 retail services
DESIGN YOUR OWN FUTURE HOSTESS ONLY SIGNATURE COLLECTION	REGISTERED	78/422,389		3,027,182	5/20/2004	12/13/2005	35 retail services
IF YOU CAN WEAR OUR JEWELRY, YOU CAN SELL OUR JEWELRY	REGISTERED	78/422,510		3,072,810	5/20/2004	4/8/2006	35 retail services
ARROWHEAD DESIGN	REGISTERED	78/422,267		3,048,929	5/20/2004	1/24/2006	35 retail services
	REGISTERED	78/421,411		3,062,265	5/19/2004	2/28/2006	35 retail services 25 belts 14 jewelry

MARK	STATUS	CLASSIFICATION	REGISTRATION NUMBER	APPLICATION DATE	REGISTRATION DATE	IC AND
SILPADA DESIGNS (AMENDED) INTERNATIONAL CLASSES 25, 35, 42	REGISTERED	78/421,870	3,027,173	5/19/2004	12/13/2005	25 belt 35 retail services
SILPADA (AMENDED) INTERNATIONAL CLASSES 25 & 35	REGISTERED	78/421,772	3,053,312	5/19/2004	1/31/2006	25 apparel
SD ARROWHEAD DESIGN	REGISTERED	78/449,340	3,104,999	7/12/2004	6/13/2006	35 retail services
FIND YOURSELF IN SILPADA	REGISTERED	78/798,908	3,327,161	1/25/2006	10/30/2007	35 retail services
FIND YOURSELF IN IT	REGISTERED	78/815,276	3,413,106	2/15/2006	4/15/2008	35 retail services
SILPADA. FIND YOURSELF IN IT. BRINGING THE STERLING BOUTIQUE TO YOU	REGISTERED	78/815,295	3,413,107	2/15/2006	4/15/2008	35 retail services
HIP-CLASSIC	REGISTERED	77/033,132	3,718,948	10/31/2006	12/1/2009	35 retail services
THERE'S A PLACE FOR EVERYONE AT SILPADA, FIND YOURS	REGISTERED	77/061,069	3,537,624	12/11/2006	11/25/2008	35 retail services
STAR LEADER	REGISTERED	77/061,078	3,537,625	12/11/2006	11/25/2008	35 retail services
SILVER MANAGER	REGISTERED	77/138,801	3,429,626	3/23/2007	5/20/2008	35 retail services
STERLING MANAGER	REGISTERED	77/138,826	3,559,507	3/23/2007	1/13/2009	35 retail services
STAR DIRECTOR	REGISTERED	77/138,840	3,559,508	3/23/2007	1/13/2009	35 retail services
SILVER DIRECTOR	REGISTERED	77/138,860	3,429,627	3/23/2007	5/20/2008	35 retail services
STERLING DIRECTOR	REGISTERED	77/138,926	3,559,509	3/23/2007	1/13/2009	35 retail services
	REGISTERED	77/138,964	3,559,510	3/23/2007	1/13/2009	35 retail services