

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Silpada Designs LLC		07/02/2013	LIMITED LIABILITY COMPANY: DELAWARE
AVON PRODUCTS, INC		07/02/2013	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	Silpada Designs, Inc.
<b>Street Address:</b>	11550 Renner Blvd
<b>City:</b>	Lenexa
<b>State/Country:</b>	KANSAS
<b>Postal Code:</b>	66219
<b>Entity Type:</b>	CORPORATION: KANSAS

**PROPERTY NUMBERS Total: 29**

Property Type	Number	Word Mark
Registration Number:	3327161	FIND YOURSELF IN SILPADA
Registration Number:	2881357	SILPADA DESIGNS
Registration Number:	3500060	SILPADA DESIGNS
Registration Number:	3027173	SILPADA DESIGNS
Registration Number:	3413107	SILPADA. FIND YOURSELF IN IT.
Registration Number:	3537625	THERE'S A PLACE FOR EVERYONE AT SILPADA.
Registration Number:	2308977	SILPADA
Registration Number:	3023207	WISHING YOU A SHINING DAY AND A STERLING
Registration Number:	3048925	A FUN LADIES' NIGHT OUT PLAYING DRESS-UP
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 SE

**TRADEMARK**

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Registration Number:	3062265	
Registration Number:	3053312	SILPADA
Registration Number:	3104999	SD
Registration Number:	3413106	FIND YOURSELF IN IT
Registration Number:	3718948	SILPADA; BRINGING THE STERLING BOUTIQUE T
Registration Number:	3537624	HIP-CLASSIC
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
Registration Number:	4037564	LIVE LIFE IN STYLE
Registration Number:	4064612	THE BEST IN LIFE FOR WOMEN
Registration Number:	4205352	GIVING BACK IN STYLE
Registration Number:	4213419	SIMPLY SILPADA

**CORRESPONDENCE DATA**

Fax Number: 9134510875  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 913-451-5100  
Email: gkraai@lathroppage.com  
Correspondent Name: Gerald M Kraai  
Address Line 1: 10851 Mastin Blvd, Bldg 82, Suite 1000  
Address Line 4: Overland Park, KANSAS 66210

NAME OF SUBMITTER:	Gerald M Kraai
Signature:	/Gerald M Kraai/
Date:	12/20/2013

Total Attachments: 9  
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**TRADEMARK**

## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS dated as of July 3, 2013 (this “Assignment”) is entered into by and among, AVON PRODUCTS, INC., a New York corporation (“Parent”), SILPADA DESIGNS LLC, a Delaware limited liability company and a wholly owned subsidiary of Parent (“Assignor”), and SILPADA DESIGNS, INC., a Kansas corporation f/k/a Rhinestone Holdings, Inc. (“Assignee”).

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

**WHEREAS**, Parent and the Assignee, along with the Founding Parties, are party to that certain Asset Purchase Agreement, dated as of June 30, 2013 (the “Asset Purchase Agreement”; all terms contained herein shall have the meanings ascribed to them in the Asset Purchase Agreement, unless otherwise expressly set forth herein), pursuant to which Assignor agreed to sell, transfer, convey, assign and deliver certain assets, including the Trademarks, to Assignee.

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

1. Assignment. Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee and its successors and assigns forever, without any restrictions, limitations or reservations all of 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 Assignor had this Assignment not been made, including (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 Closing Date, and (v) any and all rights corresponding thereto throughout the world (collectively, the “Assigned Rights”), and Assignee does hereby accept assignment of the Assigned Rights from Assignor.

2. Purpose. This Assignment has been executed and delivered by Assignor for the purpose of recording the assignment herein with the United States Patent and Trademark Office.

3. Asset Purchase Agreement. Nothing in this Assignment, express or implied, is intended to or shall be construed to supersede, modify, replace, amend, rescind, waive, expand or limit in any way the rights of the parties under, and the terms of, the Asset Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the Asset Purchase Agreement shall govern, including with respect to the enforcement of the rights and obligations of the parties to this Assignment.

4. Successors and Assigns. This Assignment shall be binding on and inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

5. Governing Law. This Assignment shall be governed by the laws of the State of New York, without reference to the choice of law doctrine of such state.

6. Interpretation and Construction. This Assignment shall be subject to the provisions set forth in Section 1.02 of the Asset Purchase Agreement, except to the extent that any contrary or different terms are set forth herein.

7. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which shall be deemed to constitute the same agreement.

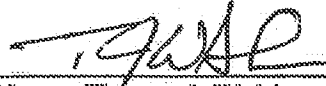
*[Remainder of page intentionally left blank; next page is signature page]*

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNEE

SILPADA DESIGNS, INC.

By



Name: Thomas J. Walsh

Title: Co-Chairman

PARENT

AVON PRODUCTS, INC.

By

Name:

Title:

ASSIGNOR

SILPADA DESIGNS LLC

By

Name:

Title:

*[Signature page to Trademark Assignment]*

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNEE

SILPADA DESIGNS, INC.

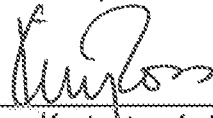
By

\_\_\_\_\_  
Name:  
Title:

PARENT

AVON PRODUCTS, INC.

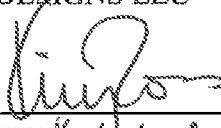
By

  
\_\_\_\_\_  
Name: Kimberly A. Ross  
Title: EVP and Chief Financial Officer

ASSIGNOR

SILPADA DESIGNS LLC

By

  
\_\_\_\_\_  
Name: Kimberly A. Ross  
Title: Authorized Signatory

[Signature page to Trademark Assignment]

[[3417676]]

TRADEMARK  
REEL: 005178 FRAME: 0994 

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New York  
COUNTY OF New York ss.:

On this 2<sup>nd</sup> day of July 2013, before me personally came Kimberly Frost, personally known to \_\_\_\_\_ 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 <sup>Authorized</sup> ~~representative~~ of SILPADA DESIGNS LLC, a Delaware limited liability company, and that he executed the foregoing instrument on behalf of SILPADA DESIGNS LLC, 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.

Loana P. Laemmle  
Notary Public - State of New York

Printed Name LOANA P. LAEMMLE

My commission expires:

June 20, 2014

LOANA P. LAEMMLE  
Notary Public, State of New York  
No. 01LA4888276  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires June 20, 2014

[Certificate of Acknowledgment to Trademark Assignment]

# EXHIBIT A

<b>FIND YOURSELF IN SILPADA</b>	United States of America	78/798908	3327161	30-Oct-07
<b>SILPADA DESIGNS</b>	United States of America	78/182500	2881357	7-Sep-04
<b>MARK</b>	<b>COUNTRY</b>	<b>APPLICATION NO.</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>
<b>SILPADA DESIGNS</b>	United States of America	78/421669	3500060	9-Sep-08
<b>SILPADA DESIGNS</b>	United States of America	78/421870	3027173	13-Dec-05
<b>SILPADA. FIND YOURSELF IN IT.</b>	United States of America	78/815295	3413107	15-Apr-08
<b>THERE'S A PLACE FOR EVERYONE AT SILPADA, FIND YOURS</b>	United States of America	77/061078	3537625	25-Nov-08
<b>SILPADA</b>	United States of America	75/571639	2308977	18-Jan-00



<b>WISHING YOU A SHINING DAY AND A STERLING FUTURE</b>	United States of America	78/422481	3023207	12/6/2005
<b>A FUN LADIES' NIGHT OUT PLAYING DRESS UP WITH</b>	United States of America	78/421876	3048925	1/24/2006
<b>MARK</b>	<b>COUNTRY</b>	<b>APPLICATION NO.</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>
<b>JEWELRY</b>				
<b>TRUE STYLE IS ALWAYS IN FASHION</b>	United States of America	78/422413	3023206	12/6/2005
<b>DESIGN YOUR OWN FUTURE</b>	United States of America	78/422389	3027182	12/13/2005
<b>HOSTESS ONLY SIGNATURE COLLECTION</b>	United States of America	78/422510	3072810	4/8/2006
<b>IF YOU CAN WEAR OUR JEWELRY, YOU CAN SELL OUR JEWELRY</b>	United States of America	78/422267	3048929	1/24/2006

<b>ARROWHEAD DESIGN</b>	United States of America	78/421411	3062265	2/28/2006
<b>SILPADA</b>	United States of America	78/421772	3053312	1/31/2006
<b>SD ARROWHEAD DESIGN</b>	United States of America	78/449340	3104999	9/6/2005
<b>MARK</b>	<b>COUNTRY</b>	<b>APPLICATION NO.</b>	<b>REGISTRATION NO</b>	<b>REGISTRATION DATE</b>
<b>FIND YOURSELF IN IT</b>	United States of America	78/815276	3413106	4/15/2008
<b>BRINGING THE STERLING BOUTIQUE TO YOU</b>	United States of America	77/033132	3718948	12/1/2009
<b>HIP-CLASSIC</b>	United States of America	77/061069	3537624	11/25/2008
<b>STAR LEADER</b>	United States of America	77/138801	3429626	5/20/2008
<b>SILVER MANAGER</b>	United States of America	77/138826	3559507	1/13/2009
<b>STERLING MANAGER</b>	United States of America	77/138,840	3559508	1/13/2009

<b>STAR DIRECTOR</b>	United States of America	77/138860	3429627	5/20/2008
<b>SILVER DIRECTOR</b>	United States of America	77/138926	3559509	1/13/2009
<b>MARK</b>	<b>COUNTRY</b>	<b>APPLICATION NO.</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>
<b>STERLING DIRECTOR</b>	United States of America	77/138964	3559510	1/13/2009
<b>LIVE LIFE IN STYLE</b>	United States of America	85/171502	4037564	10/11/2011
<b>THE BEST IN LIFE FOR WOMEN</b>	United States of America	85/171490	4064612	11/29/2011
<b>GIVING BACK IN STYLE</b>	United States of America	85/530787	4205352	9/11/2012
<b>SIMPLY SILPADA</b>	United States of America	85/531145	4213419	9/25/2012

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