

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320208

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Avon Products, Inc.		09/19/2014	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	L'Oreal USA Creative, Inc.		
Street Address:	575 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3343903	SUPER SHAPE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-984-4177		
Email:	MPapini@us.loreal.com		
Correspondent Name:	Lisa M. Gigliotti		
Address Line 1:	575 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	SSHAPE		
NAME OF SUBMITTER:	Lisa M. Gigliotti		
SIGNATURE:	/Lisa M. Gigliotti/		
DATE SIGNED:	10/16/2014		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

This Trademark Assignment is from Avon Products, Inc., a New York Corporation, with a place of business at 777 Third Avenue, New York, New York ("Avon"), to L'Oreal USA Creative, Inc., a Delaware Corporation, with a place of business at 575 Fifth Avenue, New York, New York 10017 ("L'Oreal").

WHEREAS, Avon represents that it is the sole and exclusive owner of all rights, title and interest in and to the trademark SUPER SHAPE, used on and in connection with skin care preparations, and the goodwill associated therewith, all common law rights therein, and is the owner of United States Trademark Registration No. 3,343,903 for said mark for skin care preparations (the "Mark"); and

WHEREAS, L'Oreal wishes to acquire from Avon, and Avon wishes to assign to L'Oreal, all of Avon's rights, title and interest in and to the Mark, and the goodwill represented thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Avon, the parties intending to be legally bound, agree as follows:

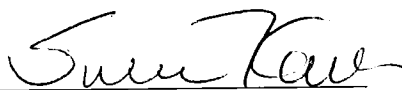
1. The WHEREAS clauses set forth above are incorporated and made substantive provisions of this Trademark Assignment.
2. Avon assigns absolutely and irrevocably to L'Oreal, and its successors and assigns, all of its rights, title and interest in and to the Mark, including all common law rights, the goodwill of the business symbolized by said Mark, United States Trademark Registration No. 3,343,903, and the right to commence an action and recover for past, present and future infringements of the Mark.
3. Avon represents and warrants that:
 - (a) No claim has been asserted against it that use of the Mark does or may violate the rights of any third person and, to the best of Avon's

knowledge, there are no claims that the Mark infringes the trademark rights of others in the United States;

- (b) Neither Avon nor any company with which it is affiliated has encumbered the Mark or made the Mark the subject of any liens, charges and encumbrances, other than the assignment created by this Trademark Assignment;
- (c) Avon has the unqualified right to make this assignment; and
- (d) Avon waives all present and future claims against L'Oreal, its parent company, subsidiaries, affiliates, licensees, indemnitees, agents, successors and assigns regarding ownership and/or use of the Mark.

AVON PRODUCTS, INC.

Dated: September 19, 2014

By: 

Name: Julie Kane

Title: VP, General Counsel,
NA & Corporae Function