

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375079

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citibank, N.A.		03/01/2016	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Avon Products, Inc.
Street Address:	777 Third Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	4448357	BLUE ESCAPE
Registration Number:	3874634	BREAK OUT PLAN
Registration Number:	3819571	CALM & COMPOSED
Registration Number:	2986152	CHEAT SHEET
Registration Number:	1221359	COLOR TWIST
Registration Number:	1705730	CONTRAST
Registration Number:	4126736	CORE ELEMENTS
Registration Number:	3731408	DERMA-FULL
Registration Number:	3403506	DERMASHADE
Registration Number:	3319613	DRIVEN
Registration Number:	4660758	ENDLESS OCEAN
Registration Number:	3146165	EXPEDITION
Registration Number:	4602914	FLOR ALEGRIA
Registration Number:	2602896	GENTLE BREEZE
Registration Number:	2647243	GENTLE BREEZE
Registration Number:	4076929	IN IT TO END IT
Registration Number:	2276599	INSPIRATIONAL TREASURES
Registration Number:	2990413	INSTANT VACATION
Registration Number:	4099135	INSTANT VACATION

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2719023	LIP DEW
Registration Number:	3002768	METALLINER
Registration Number:	3309853	POWDER BUFF
Registration Number:	3881091	RELIEF EFFORT
Serial Number:	86793328	AAAA SIGNATURE BRILLANCE
Registration Number:	4472242	SKINVINCIBLE
Registration Number:	2869062	SLICK TINT
Registration Number:	3009612	SMOOTH BEGINNINGS
Registration Number:	4129703	SO LUMINOUS
Registration Number:	2080250	SOFT & SENSUAL
Registration Number:	3002559	SPEEDWAY
Registration Number:	1912156	STRONG RESULTS
Registration Number:	3881092	THE BIG FIX
Registration Number:	4049005	TURN4 XT
Registration Number:	3822976	VITA NOURISH

CORRESPONDENCE DATA

Fax Number: 6502138158

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.

Phone: 6502130300

Email: iprecordations@whitecase.com

Correspondent Name: White & Case LLP / Christina Ishihara

Address Line 1: 3000 El Camino Real, Bldg 5, 9th Floor

Address Line 4: Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	1103480-0026
NAME OF SUBMITTER:	Christina Ishihara
SIGNATURE:	/Christina Ishihara/
DATE SIGNED:	03/01/2016

Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks (“Trademark Release”), effective as of March 1, 2016, is given by Citibank, N.A. (“Collateral Agent”) to Avon Products, Inc. (“Grantor”) as follows:

W I T N E S S E T H

WHEREAS, pursuant to that certain API Security Agreement, by and between the parties hereto, dated as of June 5, 2015 (the “Security Agreement”) and that certain Trademark Security Agreement, by and between the parties hereto, dated as of June 5, 2015 (the “Trademark Security Agreement”), Grantor granted to Collateral Agent a security interest in and to substantially all of Grantor’s personal property, whether then-existing or thereafter acquired, including without limitation:

- (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, then-existing or thereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office (“USPTO”) or in any similar office or agency of the United States, any State or any other country or any political subdivision thereof, and extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Schedule A attached hereto (the “Marks”);

- (b) Any and all claims for damages by way of past, present and future infringement of any of the Marks, with the right, but not the obligation, to use for and collect such damages for said use or infringement of the Marks;

(c) All licenses or other rights to use any of the Marks, and all license fees and royalties arising from such use to the extent permitted by such license or rights; and

(d) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing;

(collectively, the “Trademark Collateral”); and

WHEREAS, Grantor has paid in full and satisfied the Secured Obligations (as that term is defined in the Security Agreement), and Collateral Agent wishes to release and restore all right, title and interest in and to the Trademark Collateral to Grantor and to dissolve any and all liens and encumbrances respecting the Trademark Collateral.

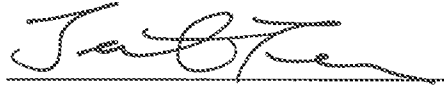
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. Release. Collateral Agent hereby releases, discharges, quit claims and relinquishes unto Grantor the security interest in all Marks granted to Collateral Agent by Grantor pursuant to the Security Agreement and Trademark Security Agreement, which security interest was duly recorded on June 12, 2015, at Reel 5551, Frame 0668 at the USPTO. Collateral Agent hereby assigns, transfers and delivers to Grantor all of its right, title and interest in and to the Trademark Collateral. Collateral Agent acknowledges and agrees that, as a result of this Trademark Release, it has no further rights to or interest in the Trademark Collateral.
2. Further Assurances. Collateral Agent hereby agrees, at Grantor’s expense, to execute such instruments and to take such other actions as Grantor may reasonably request to terminate Collateral Agent’s security interest in the Trademark Collateral, and otherwise to effectuate the release of the Trademark Collateral from Collateral Agent’s security interest.

3. Recordation. Collateral Agent hereby authorizes and requests the governing body of the USPTO to record this termination and release of security interest in the Trademark Collateral.

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer,
has caused this instrument to be executed under seal on the date first written above.

CITIBANK, N.A.

By: 

Name: Justin Tichauer

Title: Vice President

Trademarks

No.	Title	App. No.	App. Date	Reg. No.	Reg. Date
1.	BLUE ESCAPE	85534921	6-Feb-12	4448357	10-Dec-13
2.	BREAK OUT PLAN	77820414	4-Sep-09	3874634	9-Nov-10
3.	CALM & COMPOSED	77744783	26-May-09	3819571	13-Jul-10
4.	CHEAT SHEET	78214932	14-Feb-03	2986152	16-Aug-05
5.	COLOR TWIST	73226690	8-Aug-79	1221359	28-Dec-82
6.	CONTRAST	74097087	14-Sep-90	1705730	4-Aug-92
7.	CORE ELEMENTS	85260664	8-Mar-11	4126736	10-Apr-12
8.	DERMA-FULL	77758539	12-Jun-09	3731408	29-Dec-09
9.	DERMASHADE	78926551	11-Jul-06	3403506	25-Mar-08
10.	DRIVEN	78498273	12-Oct-04	3319613	23-Oct-07
11.	ENDLESS OCEAN	86086694	9-Oct-13	4660758	23-Dec-14
12.	EXPEDITION	78235266	8-Apr-03	3146165	19-Sep-06
13.	FLOR ALEGRIA	86023509	30-Jul-13	4602914	9-Sep-14
14.	GENTLE BREEZE	78031023	17-Oct-00	2602896	30-Jul-02
15.	GENTLE BREEZE	78031020	17-Oct-00	2647243	5-Nov-02
16.	IN IT TO END IT	85322919	17-May-11	4076929	27-Dec-11
17.	INSPIRATIONAL TREASURES	75381420	29-Oct-97	2276599	7-Sep-99
18.	INSTANT VACATION	78289633	20-Aug-03	2990413	30-Aug-05
19.	INSTANT VACATION	85384244	29-Jul-11	4099135	14-Feb-12
20.	LIP DEW	76420697	14-Jun-02	2719023	27-May-03
21.	METALLINER	78339905	12-Dec-03	3002768	27-Sep-05
22.	POWDER BUFF	78913305	21-Jun-06	3309853	9-Oct-07
23.	RELIEF EFFORT	77798273	6-Aug-09	3881091	23-Nov-10
24.	SIGNATURE BRILLIANCE and Design	86793328	20-Oct-15		
25.	SKINVINCIBLE	85781580	16-Nov-12	4472242	21-Jan-14
26.	SLICK TINT	76547821	24-Sep-03	2869062	3-Aug-04
27.	SMOOTH BEGINNINGS	78390754	25-Mar-04	3009612	25-Oct-05
28.	SO LUMINOUS	85257111	3-Mar-11	4129703	17-Apr-12

29.	SOFT & SENSUAL	75063100	20-Feb-96	2080250	15-Jul-97
30.	SPEEDWAY	78215064	14-Feb-03	3002559	27-Sep-05
31.	STRONG RESULTS	74525321	16-May-94	1912156	15-Aug-95
32.	THE BIG FIX	77798284	6-Aug-09	3881092	23-Nov-10
33.	TURN4 XT	85287946	6-Apr-11	4049005	1-Nov-11
34.	VITA NOURISH	77746152	28-May-09	3822976	20-Jul-10