

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381754

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.		03/01/2016	Corporation: NEW YORK
Avon International Operations, Inc.		03/01/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	New Avon LLC (f/k/a C-A NA LLC)
Street Address:	777 Third Avenue
Internal Address:	c/o Avon Products, Inc.
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	4867536	BLINKY BUDDIES
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:	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:	4786768	HYDRABOOST TECHNOLOGY
Registration Number:	4076929	IN IT TO END IT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2276599	INSPIRATIONAL TREASURES
Registration Number:	2990413	INSTANT VACATION
Registration Number:	4099135	INSTANT VACATION
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
Serial Number:	86577693	STYLESWAP
Registration Number:	3881092	THE BIG FIX
Registration Number:	4049005	TURN4 XT
Registration Number:	3822976	VITA NOURISH
Registration Number:	4805132	VITA TONE COMPLEX
Serial Number:	86757459	YOUR HOME IS THE PLACE TO BE

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 312-862-6371

Email: renee.prescan@kirkland.com

Correspondent Name: Renee Prescan

Address Line 1: 300 North LaSalle Street

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 41365-5 RMP

NAME OF SUBMITTER: Renee M. Prescan

SIGNATURE: /Renee M. Prescan/

DATE SIGNED: 04/25/2016

Total Attachments: 25

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT dated as of March 1, 2016 (this “Assignment”) is entered into among AVON PRODUCTS, INC., a New York corporation (“Avon Products”), Avon International Operations, Inc., a Delaware corporation (“AIO”, and together with Avon Products, the “Assignors”) and New Avon LLC (f/k/a C-A NA LLC), a Delaware limited liability company (the “Assignee”).

WHEREAS, Assignee, Avon Products and Cleveland NA Investor LLC, a limited liability company organized under the laws of Delaware, are party to that certain Separation and Investment Agreement, dated as of December 17, 2015 (the “Separation Agreement”), pursuant to which Avon Products has agreed to transfer, and to cause its Subsidiaries to transfer, certain assets related to the North America Business to Assignee, as more fully described in the Separation Agreement;

WHEREAS, Avon Products or AIO, as applicable, is the exclusive owner of the entire right, title and interest in, to and under all of the following (the “Assigned Intellectual Property”):

- (a) The Patents set forth on Schedule 1 hereto and any other Patents included in the Transferred North America Business Intellectual Property (the “Assigned Patents”);
- (b) The Trademarks set forth on Schedule 2 hereto and any other Trademarks included in the Transferred North America Business Intellectual Property (the “Assigned Trademarks”);
- (c) The domain names set forth on Schedule 3 hereto and any other domain names included in the Transferred North America Business Intellectual Property (the “Assigned Domain Names”); and
- (d) Assignor’s interest in all Intellectual Property Rights (excluding (x) Intellectual Property Rights described in clauses (i), (ii), (iii) and (v) of the definition of Intellectual Property Rights and (y) Intellectual Property Rights in the Assigned Patents, the Assigned Trademarks and the Assigned Domain Names) solely to the extent included in the Transferred North America Business Intellectual Property.

WHEREAS, Avon Products has agreed in the Separation Agreement to, and to cause its Subsidiaries to, convey, assign and transfer to Assignee all of its and its Subsidiaries’, including AIO’s, right, title and interest in, to and under the Assigned Intellectual Property;

WHEREAS, Assignee has agreed in the Separation Agreement to acquire and accept all of Avon Product’s and AIO’s right, title and interest in, to and under the Assigned Intellectual Property;

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained in the Separation Agreement, the parties agree as follows:

SECTION 1. Definitions. Capitalized terms used herein (including in the recitals hereto) and not otherwise defined herein shall have the meanings accorded to them in (a) the Separation Agreement or (b) the Intellectual Property License Agreement dated as of March 1, 2016 among Avon Products, AIO, Avon NA IP LLC and Assignee, as applicable.

SECTION 2. Assignment. Each Assignor hereby conveys, assigns and transfers to Assignee, and Assignee hereby acquires and accepts, all of such Assignor's right, title and interest in, to and under the Assigned Intellectual Property, together with all goodwill associated with the use of or symbolized by the Assigned Trademarks and Assigned Domain Names, together with (a) all income, royalties, damages and payments earned subsequent to the Closing Date with respect thereto, (b) the right to sue and recover for past, present or future infringements or misappropriations thereof and (c) any and all corresponding rights that now may be secured throughout the North America Region with respect thereto, in the case of clauses (a), (b) and (c), subject to the terms of the Separation Agreement, and in each case free and clear of all Liens (other than Permitted Liens).

Without limitation to the generality of the foregoing, with respect to United States intent-to-use trademark applications included in the Assigned Trademarks ("ITU Applications"), the assignment granted under this Section 2 accompanies, pursuant to the Separation Agreement, the transfer of each Assignor's business or portion of the business to which such ITU Applications pertain, and that business is ongoing and existing, or the transfer of such ITU Applications shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable federal law, the registrability of such ITU Applications or the validity or enforceability of registrations issuing from such ITU Applications.

SECTION 3. Recordation. Each Assignor hereby authorizes Assignee to record this Assignment with any relevant Governmental Authority so as to perfect its ownership of the Assigned Intellectual Property. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office, officials of corresponding entities or agencies in any applicable jurisdictions in the North America Region, and any other relevant authority, including the registrars where the Assigned Domain Names are registered, to transfer all registrations and registration applications for the Assigned Intellectual Property to Assignee as assignee of Assignor's entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue in the North America Region to Assignee all registrations which may issue with respect to any applications for intellectual property rights included in such Assigned Intellectual Property.

SECTION 4. Further Assurances. From and after the Closing Date, at the reasonable request of Assignee, and at Assignee's expense, each Assignor shall, without further consideration, execute and deliver or procure the execution and delivery of such instruments of transfer, conveyance, assignment and assumption, and, at Assignee's expense, take such other action as may reasonably be necessary, to confirm and assure the rights and obligations provided for in this Assignment (and in the Separation Agreement with respect to this Assignment), or to give effect to the transactions contemplated by this Assignment (and by the Separation Agreement with respect to this Assignment).

SECTION 5. No Modification of the Separation 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 Separation Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Separation Agreement, the Separation Agreement shall govern, including with respect to the enforcement of the rights and obligations of the parties to this Assignment.

SECTION 6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, its rules of conflict of laws notwithstanding.

SECTION 7. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

SECTION 8. Interpretation. This Assignment shall be subject to the provisions set forth in Section 9.08 of the Separation Agreement, except to the extent that any contrary or different terms are set forth herein.

SECTION 9. Counterparts. This Assignment may be executed in one 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. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Assignment.

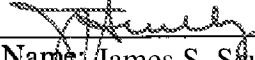
SECTION 10. Effectiveness. The Transfer by Assignors and Acceptance by Assignee of the applicable Transferred North America Business Intellectual Property pursuant to this Assignment shall be deemed to be effective immediately following the completion of the actions described in Step 8 of Section 1.01(a) of the Parent Disclosure Letter and prior to the commencement of the actions described in Step 10 of Section 1.01(a) of the Parent Disclosure Letter.

[SIGNATURE PAGES FOLLOW]

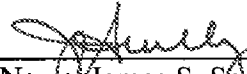
IN WITNESS WHEREOF, Assignee and Assignor have caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR:

AVON PRODUCTS, INC.

by: 
Name: James S. Scully
Title: Executive Vice President, Chief Operating Officer & Chief Financial Officer

AVON INTERNATIONAL OPERATIONS, INC.,

by 
Name: James S. Scully
Title: Executive Vice President, Chief Operating Officer & Chief Financial Officer

ASSIGNEE:

NEW AVON LLC (F/K/A C-A NA LLC)

by: _____
Name:
Title:

[Signature Page to Intellectual Property Assignment]

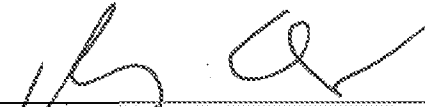
IN WITNESS WHEREOF, Assignee and Assignor have caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR:

AVON PRODUCTS, INC.

by: _____
Name:
Title:

AVON INTERNATIONAL OPERATIONS, INC.,

by  _____
Name: *Amy Edwards*
Title: *Secretary*

ASSIGNEE:

NEW AVON LLC (F/K/A C-A NA LLC)

by: _____
Name:
Title:

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, Assignee and Assignor have caused this Assignment to be duly executed as of the date first written above.


ASSIGNOR:

AVON PRODUCTS, INC.

by: _____
Name:
Title:

ASSIGNEE:

NEW AVON LLC (F/K/A C-A NA LLC)

by:  _____
Name: Steve Bosson
Title: Manager

[Signature Page to Intellectual Property Assignment]

Schedule 1
Assigned Patents

**Schedule 1
Assigned Patents**

Title	Owner	Country	Applica- tion Status	Applica- tion Number	Filing Date	Patent Number
Rectangular Tube	Avon Products, Inc.	United States of America	Granted	29/193,302	6-Nov-2003	D501,409
Two-Part Cosmetic Product	Avon Products, Inc.	United States of America	Granted	11/020,612	23-Dec-2004	7,455,850
Cosmetic Nanocomposites based on in-situ crosslinked POSS materials	Avon Products, Inc.	United States of America	Granted	13/359,693	27-Jan-2012	8,545,823
Housing	Avon Products, Inc.	United States of America	Granted	12/373,932	23-Feb-2009	8,444,338
Mascara Composition Containing Shape-Memory Polymers, Gels and Fibers	Avon Products, Inc.	United States of America	Granted	11/959,321	18-Dec-2007	8,263,057
Long Lasting and Waterproof Lash Extension Composition	Avon Products, Inc.	United States of America	Granted	11/832,217	1-Aug-2007	8,263,055
High-Coverage and Natural-Looking Cosmetic Compositions and Uses Thereof	Avon Products, Inc.	United States of America	Granted	12/565,000	23-Sep-2009	8,591,924
Cosmetic Use of Water-Redispersible Powders	Avon Products, Inc.	United States of America	Granted	12/899,873	7-Oct-2010	8,545,821
Magnetically-Oriented Cosmetic Fibers	Avon Products, Inc.	United States of America	Granted	12/820,696	22-Jun-2010	9,192,550
Cosmetic Cap Sealing System	Avon Products, Inc.	United States of America	Granted	13/279,392	24-Oct-2011	8,517,621
Use of Electrophoretic Microcapsules in a Cosmetic Composition	Avon Products, Inc.	United States of America	Published	13/299,745	18-Nov-2011	
Hair and Skin Care Composition	Avon Products, Inc.	United States of America	Granted	10/885,166	6-Jul-2004	8,246,937
Water Absorbing Hair Styling Implement	Avon Products, Inc.	United States of America	Granted	11/248,868	12-Oct-2005	7,461,659
Novel Hair Dyeing Composition and Method	Avon Products, Inc.	United States of America	Granted	11/322,093	29-Dec-2005	7,763,241

EXECUTION VERSION

Title	Owner	Country	Applica- tion Status	Applica- tion Number	Filing Date	Patent Number
Method for Treating Skin with Organic Acids in Anhydrous Polymeric Delivery Systems	Avon Products, Inc.	United States of America	Granted	09/069,089	28-Apr-1998	5,962,018
Renewable Textured Cosmetic Compositions	Avon Products, Inc.	United States of America	Granted	10/743,615	22-Dec-2003	7,550,151
Method and Apparatus for Use of Computer Aging to Demonstrate a Product Benefit	Avon Products, Inc.	United States of America	Granted	09/748,993	27-Dec-2000	6,734,858
New Sunscreen Compounds and Compositions Containg Same and Methods for Use Thereof	Avon Products, Inc.	United States of America	Granted	10/744,365	23-Dec-2003	7,276,230
Cosmetic Compositions Having Carnitine Creatinate and Methods for Using	Avon Products, Inc.	United States of America	Granted	11/880,167	20-Jul-2007	7,763,655
Compositions and Methods of Their Use for Improving the Condition and Appearance of Skin	Avon Products, Inc.	United States of America	Granted	12/025,133	4-Feb-2008	8,304,455
Medemia Nobilis Extracts and Methods of Use	Avon Products, Inc.	United States of America	Granted	13/710,617	11-Dec-2012	9,168,283

Schedule 2
Assigned Trademarks

Schedule 2
Assigned Trademarks

Trademark	Owner	Jurisdiction	Status	Applica- tion Number	Applica- tion Date	Registra- tion Number	Registra- tion Date	Class
60'S POP	Avon Products, Inc.	Canada	Registered	1393392	29-Apr-08	TMA756263	31-Dec-09	
ADOPTION NOTICE	Avon Products, Inc.	Canada	Registered	1105264	8-Jun-01	TMA614932	15-Jul-04	
BANISHING CREAM	Avon Canada Inc.	Canada	Registered	0473153	24-Jul-81	TMA272933	15-Oct-82	
BEACH BEAUTY	Avon Products, Inc.	Canada	Registered	1216721	13-May-04	TMA684738	27-Mar-07	
BEAUTIFULLY PROTECTED	Avon Products, Inc.	Canada	Registered	1189242	16-Sep-03	TMA642889	23-Jun-05	
BEAUTY FLASH	Avon Products, Inc.	Canada	Registered	1105263	8-Jun-01	TMA585449	17-Jul-03	
BERRY POP	Avon Products, Inc.	Canada	Pending	1723155	10-Apr-15			3
BIG COLOR	Avon Products, Inc.	Canada	Registered	1162174	17-Dec-02	TMA624715	4-Nov-04	
BIO-MEND	Avon Canada Inc.	Canada	Registered	0519876	6-Apr-84	TMA309299	13-Dec-85	
BIOVITE	Avon Products, Inc.	Canada	Registered	1038172	6-Dec-99	TMA571748	4-Dec-02	
BLINKY BUDDIES	Avon Products, Inc.	Canada	Pending	1644464	20-Sep-13			25
BLINKY BUDDIES	Avon Products, Inc.	United States of America	Registered	86068524	18-Sep-13	4867536	18-Sept-13	25
BLUE ESCAPE	Avon Products, Inc.	Canada	Registered	1562792	6-Feb-12	TMA894,806	28-Jan-15	3
BLUE ESCAPE	Avon Products, Inc.	United States of America	Registered	85534921	6-Feb-12	4448357	10-Dec-13	3
BODY BUILDING TECHNOLOGY	Avon Products, Inc.	Canada	Pending	1633208	28-Jun-13			3

EXECUTION VERSION

Trademark	Owner	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date	Class
BREAK OUT PLAN	Avon Products, Inc.	United States of America	Registered	77820414	4-Sep-09	3874634	9-Nov-10	5
BRILLIANT MOISTURE	Avon Products, Inc.	Canada	Registered	1105110	6-Jun-01	TMA614314	7-Jul-04	
CALM & COMPOSED	Avon Products, Inc.	Canada	Registered	1439360	27-May-09	TMA767,553	20-May-10	3
CALM & COMPOSED	Avon Products, Inc.	United States of America	Registered	77744783	26-May-09	3819571	13-Jul-10	3
CHEAT SHEET	Avon Products, Inc.	United States of America	Registered	78214932	14-Feb-03	2986152	16-Aug-05	3
CHEFABLES	Avon Products, Inc.	Canada	Registered	1274478	4-Oct-05	TMA709247	11-Mar-08	
CHERRY MOUSSE	Avon Products, Inc.	Canada	Pending	1723156	10-Apr-15			3
CLARIFYING COVER	Avon Products, Inc.	Canada	Registered	1154055	2-Oct-02	TMA638822	2-May-05	
CLEANS-IT	Avon Products, Inc.	Canada	Registered	1168251	21-Feb-03	TMA683374	9-Mar-07	
CLEAR EXPERT	Avon Products, Inc.	Canada	Registered	1103054	18-May-01	TMA627740	7-Dec-04	
CLEARLY C	Avon Products, Inc.	Canada	Registered	1137689	23-Apr-02	TMA596203	2-Dec-03	
COLOR FLEX	Avon Products, Inc.	Canada	Registered	1139004	2-May-02	TMA639804	13-May-05	
COLOR TWIST	Avon Products, Inc.	United States of America	Registered	73226690	8-Aug-79	1221359	28-Dec-82	3
COLORTWISTS	Avon Canada Inc.	Canada	Registered	0469487	6-May-81	TMA272263	27-Aug-82	
CORE ELEMENTS	Avon Products, Inc.	Canada	Registered	1517567	3-Mar-11	TMA820125	19-Mar-12	3
CORE ELEMENTS	Avon Products, Inc.	United States of America	Registered	85260664	8-Mar-11	4126736	10-Apr-12	3
CORE ELEMENTS ICE	Avon Products, Inc.	Canada	Registered	1518152	8-Mar-11	TMA820123	19-Mar-12	3

EXECUTION VERSION

Trademark	Owner	Jurisdiction	Status	Applica- tion Number	Applica- tion Date	Registra- tion Number	Registra- tion Date	Class
CORE ELEMENTS WIND	Avon Products, Inc.	Canada	Registered	1518147	8-Mar-11	TMA820126	19-Mar-12	3
CREATE A LOOK	Avon Products, Inc.	Canada	Registered	1174250	22-Apr-03	TMA639031	4-May-05	
DERMA-FULL	Avon Products, Inc.	United States of America	Registered	77758539	12-Jun-09	3731408	29-Dec-09	3
DERMASHADE	Avon Products, Inc.	United States of America	Registered	78926551	11-Jul-06	3403506	25-Mar-08	3
DEW DRENCHED	Avon Products, Inc.	Canada	Registered	1248938	1-Mar-05	TMA671169	25-Aug-06	
DIVINE TIME	Avon Products, Inc.	Canada	Registered	1226689	11-Aug-04	TMA651,476	26-Oct-05	
DRAMATIC SMOOTHER	Avon Products, Inc.	Canada	Registered	1086505	21-Dec-00	TMA586422	1-Aug-03	
DRIVEN	Avon Products, Inc.	United States of America	Registered	78498273	12-Oct-04	3319613	23-Oct-07	3
DSX ENGINEERED	Avon Products, Inc.	Canada	Registered	1579227	25-May-12	TMA853808	20-Jun-13	3
DSX 7 CLINICALLY ENGINEERED	Avon Products, Inc.	Canada	Registered	1579222	25-May-12	TMA846,888	22-Mar-13	3
DSX CLINICALLY ENGINEERED	Avon Products, Inc.	Canada	Registered	1579227	25-May-12	TMA853,808	20-Jun-13	3
DUPLICITY	Avon Products, Inc.	Canada	Registered	1121138	9-Nov-01	TMA585789	22-Jul-03	
END HERE	Avon Products, Inc.	Canada	Registered	1225711	3-Aug-04	TMA640237	20-May-05	
ENDLESS OCEAN	Avon Products, Inc.	Canada	Pending	1646893	8-Oct-13			3
ENDLESS OCEAN	Avon Products, Inc.	United States of America	Registered	86086694	9-Oct-13	4660758	23-Dec-14	3
ENERGIZING MANDARIN	Avon Products, Inc.	Canada	Registered	1005097	15-Feb-99	TMA557591	7-Feb-02	
EVER GLAZE	Avon Products, Inc.	Canada	Registered	1083367	24-Nov-00	TMA597308	11-Dec-03	

EXECUTION VERSION

Trademark	Owner	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date	Class
EVERY PENNY COUNTS	Avon Products, Inc.	Canada	Registered	1534348	5-Jul-11	TMA831,521	7-Sep-12	
EXPEDITION	Avon Products, Inc.	Canada	Pending	1173245	9-Apr-03			
EXPEDITION	Avon Products, Inc.	United States of America	Registered	78235266	8-Apr-03	3146165	19-Sep-06	5
EXTRA HYDRATION AVON BASICS & DESIGN	Avon Canada Inc.	Canada	Registered	1438968	22-May-09	TMA771909	13-Jul-10	3
EXTREME VOLUME	Avon Products, Inc.	Canada	Registered	1070346	10-Aug-00	TMA616285	5-Aug-04	
EYE BLOCK	Avon Products, Inc.	Canada	Registered	1016408	25-May-99	TMA560697	24-Apr-02	
EYE COMFORT	Avon Products, Inc.	Canada	Registered	1077622	4-Oct-00	TMA569965	30-Oct-02	
EYE FORCE	Avon Products, Inc.	Canada	Registered	0881242	16-Jun-98	TMA547962	11-Jul-01	
EYEMARKER	Avon Products, Inc.	Canada	Registered	1168206	21-Feb-03	TMA671398	29-Aug-06	
EYEWITER	Avon Products, Inc.	Canada	Registered	1159320	22-Nov-02	TMA625349	15-Nov-04	
FACE XPERT	Avon Products, Inc.	Canada	Registered	1470971	25-Feb-10	TMA783932	1-Dec-10	
FANTASTIC DAY	Avon Products, Inc.	Canada	Registered	1226690	11-Aug-04	TMA651,277	24-Oct-05	
FAVORITE COLORS	Avon Products, Inc.	Canada	Registered	1168207	21-Feb-03	TMA667873	17-Jul-06	
FLANNEL PAJAMAS	Avon Products, Inc.	Canada	Registered	1077649	5-Oct-00	TMA570688	14-Nov-02	
FLASH BEAUTÉ	Avon Products, Inc.	Canada	Registered	1105810	8-Jun-01	TMA585540	17-Jul-03	
FLEXICOAT	Avon Products, Inc.	Canada	Registered	1070347	10-Aug-00	TMA570164	4-Nov-02	
FLOR ALEGRIA	Avon Products, Inc.	Canada	Registered	1636764	25-Jul-13	TMA886,760	25-Sep-14	3

EXECUTION VERSION

Trademark	Owner	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date	Class
FLOR ALEGRIA	Avon Products, Inc.	United States of America	Registered	86023509	30-Jul-13	4602914	9-Sep-14	3
FORBIDDEN DELIGHTS	Avon Products, Inc.	Canada	Registered	1120885	6-Nov-01	TMA625103	9-Nov-04	
FORCE EXTRA	Avon Products, Inc.	Canada	Registered	1070345	10-Aug-00	TMA568566	4-Oct-02	
FRESH GREEN	Avon Canada Inc.	Canada	Registered	0519882	6-Apr-84	TMA305553	2-Aug-85	
FRUITY LIP JUICE	Avon Products, Inc.	Canada	Registered	1095366	13-Mar-01	TMA614410	8-Jul-04	
GENTLE BREEZE	Avon Products, Inc.	Canada	Registered	1449195	24-Aug-09	TMA845,183	5-Mar-13	
GENTLE BREEZE	Avon Products, Inc.	United States of America	Registered	78031023	17-Oct-00	2602896	30-Jul-02	5
GENTLE BREEZE	Avon Products, Inc.	United States of America	Registered	78031020	17-Oct-00	2647243	5-Nov-02	3
GLOW XPERT	Avon Products, Inc.	Canada	Registered	1300734	8-May-06	TMA699805	30-Oct-07	3
GRAPE GUM DROP	Avon Products, Inc.	Canada	Pending	1723153	10-Apr-15			3
HEALTHY BOOST	Avon Products, Inc.	Canada	Registered	1225830	4-Aug-04	TMA650,899	20-Oct-05	
HEALTHY REMEDIES TOTAL BODY (Device Only)	Avon Canada Inc.	Canada	Registered	1206258	12-Feb-04	TMA639419	10-May-05	
HIS STORY	Avon Products, Inc.	Canada	Registered	1175326	1-May-03	TMA639080	4-May-05	
HOLLYWOOD PINK	Avon Products, Inc.	Canada	Registered	1184277	25-Jul-03	669108	1-Aug-06	
HUGS FOR A CURE	Avon Products, Inc.	Canada	Registered	1105267	8-Jun-01	TMA614931	15-Jul-04	
HYDRABOOST TECHNOLOGY	Avon Products, Inc.	Canada	Pending	1665791	28-Feb-14			3
HYDRABOOST TECHNOLOGY	Avon Products, Inc.	United States of America	Registered	86206386	27-Feb-14	4786768	4-Aug-15	3

EXECUTION VERSION

Trademark	Owner	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date	Class
HYDRA-RADIANCE	Avon Products, Inc.	Canada	Registered	1355691	16-Jul-07	TMA720626	12-Aug-08	3
HYDRA-RADIANCE CONTINUOUS GLOW	Avon Products, Inc.	Canada	Registered	1352827	22-Jun-07	TMA714,536	15-May-08	3
HYDROFIRMING-LIFT	Avon Products, Inc.	Canada	Registered	1255705	28-Apr-05	TMA686749	27-Apr-07	
HYDROPROTECTIVE FACTORS	Avon Products, Inc.	Canada	Registered	1240062	8-Dec-04	TMA683223	8-Mar-07	
HYDROSEAL	Avon Products, Inc.	Canada	Registered	1059466	18-May-00	TMA560983	29-Apr-02	
I-GLIMMER	Avon Products, Inc.	Canada	Registered	1292289	3-Mar-06	TMA699795	30-Oct-07	
IN IT TO END IT	Avon Products, Inc.	United States of America	Registered	85322919	17-May-11	4076929	27-Dec-11	36
IN YOUR DREAMS	Avon Products, Inc.	Canada	Registered	1211230	26-Mar-04	TMA683775	15-Mar-07	
INCREDIBLE LENGTHS	Avon Products, Inc.	Canada	Registered	1089018	18-Jan-01	TMA582199	22-May-03	
IN-SHAPE	Avon Products, Inc.	Canada	Registered	0874949	15-Apr-98	TMA544638	8-May-01	
INSPIRATIONAL TREASURES	Avon Products, Inc.	United States of America	Registered	75381420	29-Oct-97	2276599	7-Sep-99	35
INSTANT VACATION	Avon Products, Inc.	Canada	Registered	1187150	21-Aug-03	TMA671095	24-Aug-06	
INSTANT VACATION	Avon Products, Inc.	United States of America	Registered	78289633	20-Aug-03	2990413	30-Aug-05	3
INSTANT VACATION	Avon Products, Inc.	United States of America	Registered	85384244	29-Jul-11	4099135	14-Feb-12	3
INTIMATE STYLE	Avon Canada Inc.	Canada	Registered	0848941	25-Jun-97	TMA540228	24-Jan-01	
INVISIBLE TOUCH	Avon Products, Inc.	Canada	Registered	1235871	2-Nov-04	TMA668150	18-Jul-06	
INVISI-GLOW	Avon Products, Inc.	Canada	Registered	1231212	21-Sep-04	TMA651,502	26-Oct-05	

EXECUTION VERSION

Trademark	Owner	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date	Class
I-SHEER	Avon Products, Inc.	Canada	Registered	1181918	2-Jul-03	TMA667964	17-Jul-06	
KEEP IT CLEAN	Avon Products, Inc.	Canada	Registered	1125141	19-Dec-01	TMA626628	25-Nov-04	
KERAVITE	Avon Products, Inc.	Canada	Registered	1110109	24-Jul-01	TMA585099	11-Jul-03	
KISS XPERT	Avon Products, Inc.	Canada	Registered	1292290	3-Mar-06	TMA688858	1-Jun-07	
LA FONDATION FLAMME AVON	Avon Canada Inc.	Canada	Registered	1032437	18-Oct-99	TMA559573	21-Mar-02	
LASH RENEWAL SYSTEM	Avon Products, Inc.	Canada	Registered	1187151	21-Aug-03	TMA624821	5-Nov-04	
LASH SPLASH	Avon Products, Inc.	Canada	Registered	1187148	21-Aug-03	TMA668789	27-Jul-06	
LASHTENSIONS	Avon Products, Inc.	Canada	Registered	1225204	28-Jul-04	669822	14-Aug-06	
LASTING LENGTHS	Avon Products, Inc.	Canada	Registered	1233925	15-Oct-04	TMA651,046	21-Oct-05	
LAZY FAVES	Avon Products, Inc.	Canada	Registered	1198490	4-Dec-03	669691	11-Aug-06	
LIGHT BOUQUET	Avon Canada Inc.	Canada	Registered	0432944	28-Nov-78	TMA251254	10-Oct-80	
LIGHT BRIGHT	Avon Products, Inc.	Canada	Registered	1362214	4-Sep-07	TMA723616	12-Sep-08	3
LIP DEW	Avon Products, Inc.	United States of America	Registered	76420697	14-Jun-02	2719023	27-May-03	3
LIP SYNC	Avon Products, Inc.	Canada	Registered	1106574	22-Jun-01	TMA586289	31-Jul-03	
LIP TINTMARKER	Avon Products, Inc.	Canada	Registered	1202964	8-Jan-04	TMA681787	16-Feb-07	
LIQUID BRA	Avon Products, Inc.	Canada	Registered	1430925	13-Mar-09	TMA818,789	29-Feb-12	3
LITTLE BLOCK BOX	Avon Products, Inc.	Canada	Registered	1336526	22-Feb-07	TMA706477	4-Feb-08	3

EXECUTION VERSION

Trademark	Owner	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date	Class
LOCK IN TECHNOLOGY & DESIGN	Avon Products, Inc.	Canada	Registered	1531828	15-Jun-11	TMA824,404	18-May-12	3
LOVE BLUSH	Avon Products, Inc.	Canada	Registered	1162006	16-Dec-02	TMA639059	4-May-05	
MAGIC MATTE	Avon Products, Inc.	Canada	Registered	1059449	18-May-00	TMA582683	29-May-03	
MAKE IT BIG	Avon Products, Inc.	Canada	Registered	1310640	26-Jul-06	TMA704348	10-Jan-08	3
MAXICOURBE	Avon Products, Inc.	Canada	Registered	1105255	8-Jun-01	TMA603206	25-Feb-04	
METALLINER	Avon Products, Inc.	Canada	Registered	1201645	12-Dec-03	TMA668977	28-Jul-06	
METALLINER	Avon Products, Inc.	United States of America	Registered	78339905	12-Dec-03	3002768	27-Sep-05	3
METALLUSCIOUS	Avon Products, Inc.	Canada	Registered	1235579	29-Oct-04	TMA668144	18-Jul-06	
MIDNIGHT FLOWERS	Avon Products, Inc.	Canada	Registered	1103614	24-May-01	TMA586247	30-Jul-03	
MOMENTS & MEMORIES	Avon Products, Inc.	Canada	Registered	1120887	6-Nov-01	TMA625304	12-Nov-04	
MULTI-ACID 5 COMPLEX	Avon Products, Inc.	Canada	Pending	1727878	12-May-15			3
MULTI-BOOST	Avon Products, Inc.	Canada	Registered	1005100	15-Feb-99	TMA557590	7-Feb-02	
MYSTIC BLOOMS	Avon Products, Inc.	Canada	Registered	1144341	25-Jun-02	TMA627888	8-Dec-04	
NATURAL NUDES	Avon Products, Inc.	Canada	Registered	1038909	10-Dec-99	TMA571348	27-Nov-02	
NUTRIVANCE	Avon Products, Inc.	Canada	Registered	1091867	12-Feb-01	TMA624069	29-Oct-04	
P.M. BODY LIPO 24	Avon Products, Inc.	Canada	Registered	1406998	12-Aug-08	TMA750946	22-Oct-09	3
PARLONS-EN	Avon Products, Inc.	Canada	Registered	1059468	18-May-00	TMA561375	6-May-02	

EXECUTION VERSION

Trademark	Owner	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date	Class
PARTAGE CALIN	Avon Products, Inc.	Canada	Registered	1105268	8-Jun-01	TMA614990	16-Jul-04	
PEACH SOFT MUSK	Avon Canada Inc.	Canada	Registered	1016430	26-May-99	TMA561569	8-May-02	
PHOTO CELL TECHNOLOGY	Avon Products, Inc.	Canada	Registered	1286637	19-Jan-06	TMA683170	7-Mar-07	
PHOTO-RADIANCE TREATMENT	Avon Products, Inc.	Canada	Registered	1269295		TMA682,924	5-Mar-07	3
PLASTI-SHINE	Avon Products, Inc.	Canada	Registered	1122984	28-Nov-01	TMA625283	10-Nov-04	
POWDER BUFF	Avon Products, Inc.	Canada	Registered	1306445	22-Jun-06	TMA698831	18-Oct-07	
POWDER BUFF	Avon Products, Inc.	United States of America	Registered	78913305	21-Jun-06	3309853	9-Oct-07	3
POWDER-MATIC	Avon Products, Inc.	Canada	Registered	1226691	11-Aug-04	TMA668265	19-Jul-06	
PURE SOOTHE COMPLEX	Avon Products, Inc.	Canada	Registered	1201587	12-Dec-03	TMA642566	20-Jun-05	
REAL HERO	Avon Products, Inc.	Canada	Registered	1239500	3-Dec-04	TMA685215	30-Mar-07	
REASONS FOR HOPE	Avon Products, Inc.	Canada	Registered	1180513	17-Jun-03	TMA659646	22-Feb-06	
REINVENT YOUR FUTURE	Avon Products, Inc.	Canada	Registered	1117801	12-Oct-01	TMA585584	18-Jul-03	
REINVENTEZ VOTRE AVENIR	Avon Products, Inc.	Canada	Registered	1117802	12-Oct-01	TMA585616	18-Jul-03	
RELIEF EFFORT	Avon Products, Inc.	United States of America	Registered	77798273	6-Aug-09	3881091	23-Nov-10	3
RENEW & REFRESH	Avon Products, Inc.	Canada	Registered	1175323	1-May-03	TMA658948	14-Feb-06	
RETINOXY MOLECULE	Avon Products, Inc.	Canada	Registered	1109769	20-Jul-01	TMA616161	3-Aug-04	
REVITAL-AIR & DESIGN	Avon Products, Inc.	Canada	Registered	1097566	27-Mar-01	TMA586227	30-Jul-03	

EXECUTION VERSION

Trademark	Owner	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date	Class
ROYAL SAPPHIRE	Avon Products, Inc.	Canada	Registered	1146370	15-Jul-02	TMA625470	16-Nov-04	
SASSY MARK.	Avon Products, Inc.	Canada	Registered	1315123	1-Sep-06	TMA708531	28-Feb-08	
SATIN MOISTURE	Avon Products, Inc.	Canada	Registered	0876064	22-Apr-98	TMA531620	22-Aug-00	
SECRETS TO KEEP KISS	Avon Products, Inc.	Canada	Registered	1604420	29-Nov-12	TMA870,641	4-Feb-14	3
SENSUAL JASMINE	Avon Products, Inc.	Canada	Registered	1005094	15-Feb-99	TMA557712	11-Feb-02	
SENSUAL SHAPE	Avon Products, Inc.	Canada	Registered	1341856	2-Apr-07	707971	21-Feb-08	3
SHADOW ERASE COMPLEX	Avon Products, Inc.	Canada	Pending	1651617	12-Nov-13			3
SHEER ROSE	Avon Products, Inc.	Canada	Registered	1216621	13-May-04	TMA684298	21-Mar-07	
SIGNATURE BRILLIANCE and Design	Avon Products, Inc.	Canada	Pending	1748555	1-Oct-15			14
SIGNATURE BRILLIANCE and Design	Avon Products, Inc.	United States of America	Pending	86793328	20-Oct-15			14
SIMPLY HERBAL	Avon Products, Inc.	Canada	Registered	1103041	18-May-01	TMA586365	31-Jul-03	
SIMPLY RADIANT	Avon Products, Inc.	Canada	Registered	1120890	6-Nov-01	TMA626909	26-Nov-04	
SIMPLY RADIANT	Avon Products, Inc.	Canada	Registered	1132180	28-Feb-02	TMA626672	25-Nov-04	
SKINVINCIBLE	Avon Products, Inc.	United States of America	Registered	85781580	16-Nov-12	4472242	21-Jan-14	3
SLEEK LINES	Avon Products, Inc.	Canada	Registered	1211231	26-Mar-04	TMA685934	13-Apr-07	
SLICK TINT	Avon Products, Inc.	Canada	Registered	1189688	18-Sep-03	TMA625248	10-Nov-04	
SLICK TINT	Avon Products, Inc.	United States of America	Registered	76547821	24-Sep-03	2869062	3-Aug-04	3

EXECUTION VERSION

Trademark	Owner	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date	Class
SLIM & SLEEK	Avon Products, Inc.	Canada	Registered	1238422	24-Nov-04	TMA658822	14-Feb-06	
SLIM & SLEEK LEG PERFECTOR	Avon Products, Inc.	Canada	Registered	1239251	1-Dec-04	TMA658840	14-Feb-06	
SMART MOISTURE	Avon Products, Inc.	Canada	Registered	1092049	13-Feb-01	TMA604131	4-Mar-04	
SMOOTH BEGINNINGS	Avon Products, Inc.	Canada	Registered	1211232	26-Mar-04	TMA640483	25-May-05	
SMOOTH BEGINNINGS	Avon Products, Inc.	United States of America	Registered	78390754	25-Mar-04	3009612	25-Oct-05	3
SMOOTH FINISH	Avon Products, Inc.	Canada	Registered	0879159	26-May-98	TMA546778	19-Jun-01	
SMOOTH SURFACE	Avon Products, Inc.	Canada	Registered	1174256	22-Apr-03	TMA642894	23-Jun-05	
SO LUMINOUS	Avon Products, Inc.	Canada	Registered	1517566	3-Mar-11	TMA820128	19-Mar-12	3
SO LUMINOUS	Avon Products, Inc.	United States of America	Registered	85257111	3-Mar-11	4129703	17-Apr-12	3
SOFT & RELAXED	Avon Products, Inc.	Canada	Registered	1272971	22-Sep-05	TMA682890	5-Mar-07	3
SOFT & SENSUAL	Avon Products, Inc.	United States of America	Registered	75063100	20-Feb-96	2080250	15-Jul-97	3
SPEED DRY & DESIGN	Avon Products, Inc.	Canada	Registered	1130436	7-Feb-02	TMA633432	22-Feb-05	
SPEEDWAY	Avon Products, Inc.	Canada	Registered	1479059	29-Apr-10	TMA789643	3-Feb-11	3
SPEEDWAY	Avon Products, Inc.	United States of America	Registered	78215064	14-Feb-03	3002559	27-Sep-05	3
STARLINER	Avon Products, Inc.	Canada	Registered	1178142	26-May-03	TMA679151	9-Jan-07	
STRAIGHT & SLEEK	Avon Products, Inc.	Canada	Registered	1137473	19-Apr-02	TMA635510	17-Mar-05	
STRONG RESULTS	Avon Products, Inc.	Canada	Registered	1120892	6-Nov-01	TMA605359	16-Mar-04	

EXECUTION VERSION

Trademark	Owner	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date	Class
STRONG RESULTS	Avon Products, Inc.	United States of America	Registered	74525321	16-May-94	1912156	15-Aug-95	3
STYLE SPORT	Avon Canada Inc.	Canada	Registered	0848945	25-Jun-97	TMA549763	14-Aug-01	
STYLESWAP	Avon Products, Inc.	Canada	Pending	1721266	27-Mar-15			14
STYLESWAP	Avon Products, Inc.	United States of America	Pending	86577693	26-Mar-15			14
SWEET COUNTRY HARVEST	Avon Products, Inc.	Canada	Registered	1147821	29-Jul-02	TMA625051	9-Nov-04	
TAILLES AVANTAGE	Avon Products, Inc.	Canada	Registered	0609708	22-Jun-88	TMA357055	16-Jun-89	
THE BIG FIX	Avon Products, Inc.	Canada	Registered	1446714	31-Jul-09	TMA781056	28-Oct-10	
THE BIG FIX	Avon Products, Inc.	United States of America	Registered	77798284	6-Aug-09	3881092	23-Nov-10	3
THE BODY SQUAD	Avon Products, Inc.	Canada	Registered	1188861	11-Sep-03	TMA668793	27-Jul-06	
TOUCHPLEX SCENT TECHNOLOGY	Avon Products, Inc.	Canada	Registered	1604422	29-Nov-12	TMA875,617	14-Apr-14	3
TOUT NATUREL	Avon Products, Inc.	Canada	Registered	1041071	29-Dec-99	TMA571449	28-Nov-02	
TRESS THERAPY	Avon Products, Inc.	Canada	Registered	1152063	13-Sep-02	TMA638277	26-Apr-05	
TRIPLE PULSE TECHNOLOGY	Avon Products, Inc.	Canada	Registered	1231710	27-Sep-04	TMA652,950	18-Nov-05	3
TRUE BLONDE	Avon Products, Inc.	Canada	Registered	1174252	22-Apr-03	TMA642443	20-Jun-05	
TURN4 XT	Avon Products, Inc.	Canada	Registered	1467436	28-Jan-10	TMA802,936	26-Jul-11	3
TURN4 XT	Avon Products, Inc.	United States of America	Registered	85287946	6-Apr-11	4049005	1-Nov-11	3
ULTRA FORCE	Avon Products, Inc.	Canada	Registered	0885249	24-Jul-98	TMA548906	30-Jul-01	

EXECUTION VERSION

Trademark	Owner	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date	Class
VERTICAL LIFT	Avon Products, Inc.	Canada	Registered	0885250	24-Jul-98	TMA585914	24-Jul-03	
VIRTUAL BRA	Avon Products, Inc.	Canada	Registered	1216719	13-May-04	TMA684749	27-Mar-07	
VIRTUAL LIFT	Avon Products, Inc.	Canada	Registered	1070349	10-Aug-00	TMA565828	15-Aug-02	
VITA NOURISH	Avon Products, Inc.	Canada	Registered	1433430	3-Apr-09	TMA760,004	22-Feb-10	3
VITA NOURISH	Avon Products, Inc.	United States of America	Registered	77746152	28-May-09	3822976	20-Jul-10	3
VITA TONE COMPLEX	Avon Products, Inc.	United States of America	Registered	86305523	10-Jun-14	4805132	1-Sep-15	3
YOUR HOME IS THE PLACE TO BE	Avon Products, Inc.	United States of America	Pending	86757459	15-Sep-15			35

Schedule 3
Domain Names

Schedule 3
Assigned Domain Names

anewquiz.ca
avon.4.me
avon.ca
avonca.com
avoncanada.ca
avon-canada.ca
avonmark.ca
avonopinions.ca
avonproducts.ca
avonshop.ca
avonstore.ca
avonusa.com
avonvoices.ca
avonweb.ca
beautyforapurpose.ca
hellogreentomorrow.ca
iavon.ca
interavon.ca
joinavon.ca
joindreavon.ca
markcanada.ca
mommytillia.us
myavon.ca
quizanew.ca
sellavon.ca
sellavonnow.us
startyouravon.us
tinytillia.us
vendreavon.ca
vertuntempsnouveau.ca
youravon.ca
youravon.us