

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395127

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank, N.A.		08/15/2016	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: 36			
Property Type	Number	Word Mark	
Registration Number:	3639495	MIRROR SHINE	
Registration Number:	3602072	MAKE ME SMILE	
Registration Number:	3640703	JET HOMME	
Registration Number:	3640704	JET FEMME	
Registration Number:	3644312	50'S GLAM	
Registration Number:	3554982	MAKE ME WONDER	
Registration Number:	3636083	BERRY GRAND	
Registration Number:	3551329	KISS DRY GOODBYE	
Registration Number:	3636069	WISH OF LUCK	
Registration Number:	3547861	MIST OPPORTUNITY	
Registration Number:	3547857	CALMING EFFECT	
Registration Number:	3547862	FOR GOODNESS FACE	
Registration Number:	3541338	GET CLEARANCE	
Registration Number:	3636047	GO WITH THE GRAIN	
Registration Number:	3547858	THAT'S DEEP	
Registration Number:	3547863	SEE THINGS CLEARLY	
Registration Number:	3541339	NEED A SHRINK?	
Registration Number:	3599381	FIRE ME UP	
Registration Number:	3554814	ANEW CLEANSE	
TRADEMARK			

CH \$915.00 3639495

Property Type	Number	Word Mark
Registration Number:	3537996	PRO-TO-GO
Registration Number:	3599181	SKINVINCIBLE
Registration Number:	3521563	WISH OF PEACE
Registration Number:	3540915	LITTLE BLOCK BOX
Registration Number:	3547330	UNSCRIPTED
Registration Number:	3735339	AROMADESIA
Registration Number:	2919946	HIS STORY
Registration Number:	2878570	AVON WALK FOR BREAST CANCER
Registration Number:	2919760	AVON HEALTHY REMEDIES
Registration Number:	2396560	NAIL WEAR
Registration Number:	2348483	REPRESENTATIVE TIMES
Registration Number:	1766498	TRIUMPH
Registration Number:	1737454	MIRA-CUTICLE
Registration Number:	1579523	WOMEN OF ENTERPRISE AWARDS
Registration Number:	1196600	FANTASQUE
Registration Number:	0832656	WILD COUNTRY
Serial Number:	86505402	AVON 39 THE WALK TO END BREAST CANCER

CORRESPONDENCE DATA

Fax Number: 2134522329

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: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, Suite 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1103480-0030-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	08/15/2016

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 this 15th day of August, 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, pursuant to the Second Amendment to Credit Agreement and General Security Agreement and First Amendment to API Limited Recourse Guaranty, dated as of August 1, 2016, among the Grantor, the Collateral Agent and the other parties thereto, 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 on the date first written above.

CITIBANK, N.A.

By: 

Name: *Michael Marshall*

Title: *Vice President*

Trademarks

No.	Title	App. No.	App. Date	Reg. No.	Reg. Date
1.	AVON 39 THE WALK TO END BREAST CANCER	86505402	16-JAN-2015		
2.	MIRROR SHINE	77635614	18-DEC-2008	3639495	16-JUN-2009
3.	MAKE ME SMILE	77558124	28-AUG-2008	3602072	07-APR-2009
4.	JET HOMME	77407135	27-FEB-2008	3640703	16-JUN-2009
5.	JET FEMME	77407142	27-FEB-2008	3640704	16-JUN-2009
6.	50'S GLAM	77316389	29-OCT-2007	3644312	23-JUN-2009
7.	MAKE ME WONDER	77311763	24-OCT-2007	3554982	30-DEC-2008
8.	BERRY GRAND	77310596	23-OCT-2007	3636083	09-JUN-2009
9.	KISS DRY GOODBYE	77304303	15-OCT-2007	3551329	23-DEC-2008
10.	WISH OF LUCK	77303750	15-OCT-2007	3636069	09-JUN-2009
11.	MIST OPPORTUNITY	77289103	26-SEP-2007	3547861	16-DEC-2008
12.	CALMING EFFECT	77289056	26-SEP-2007	3547857	16-DEC-2008
13.	FOR GOODNESS FACE	77289111	26-SEP-2007	3547862	16-DEC-2008
14.	GET CLEARANCE	77289144	26-SEP-2007	3541338	02-DEC-2008
15.	GO WITH THE GRAIN	77289183	26-SEP-2007	3636047	09-JUN-2009
16.	THAT'S DEEP	77289061	26-SEP-2007	3547858	16-DEC-2008
17.	SEE THINGS CLEARLY	77289136	26-SEP-2007	3547863	16-DEC-2008
18.	NEED A SHRINK?	77289168	26-SEP-2007	3541339	02-DEC-2008
19.	FIRE ME UP	77263866	24-AUG-2007	3599381	31-MAR-2009
20.	ANEW CLEANSE	77216980	27-JUN-2007	3554814	30-DEC-2008
21.	PRO-TO-GO	77215282	26-JUN-2007	3537996	25-NOV-2008
22.	SKINVINCIBLE	77184827	18-MAY-2007	3599181	31-MAR-2009
23.	WISH OF PEACE	77178544	11-MAY-2007	3521563	21-OCT-2008
24.	LITTLE BLOCK BOX	77112530	21-FEB-2007	3540915	02-DEC-2008
25.	UNSCRIPTED	77049871	22-NOV-2006	3547330	16-DEC-2008
26.	AROMADESIA	78766504	05-DEC-2005	3735339	05-JAN-2010
27.	HIS STORY	78243743	30-APR-2003	2919946	18-JAN-2005

28.	AVON WALK FOR BREAST CANCER	76495902	10-MAR-2003	2878570	31-AUG-2004
29.	AVON HEALTHY REMEDIES	78153977	14-AUG-2002	2919760	18-JAN-2005
30.	NAIL WEAR	75763629	29-JUL-1999	2396560	17-OCT-2000
31.	REPRESENTATIVE TIMES	75688966	23-APR-1999	2348483	09-MAY-2000
32.	TRIUMPH	74190324	01-AUG-1991	1766498	20-APR-1993
33.	MIRA-CUTICLE	74190325	01-AUG-1991	1737454	01-DEC-1992
34.	WOMEN OF ENTERPRISE AWARDS	73805132	07-JUN-1989	1579523	23-JAN-1990
35.	FANTASQUE	73289940	15-DEC-1980	1196600	01-JUN-1982
36.	WILD COUNTRY	72248958	27-JUN-1966	0832656	25-JUL-1967