

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM831228

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AVON PRODUCTS, INC.		08/08/2023	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	NATURA &CO LUXEMBOURG HOLDINGS S.À R.L., as a Secured Party		
Street Address:	8-10 Avenue de la Gare		
City:	Luxembourg		
State/Country:	LUXEMBOURG		
Postal Code:	L-1610		
Entity Type:	Société à Responsabilité Limitée: LUXEMBOURG		
Name:	NATURA &CO UK HOLDINGS LIMITED, as a Secured Party		
Street Address:	Lancaster House, Nunn Mills Road		
City:	Northampton		
State/Country:	UNITED KINGDOM		
Postal Code:	NN1 5PA		
Entity Type:	Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97709477	PROTINOL	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2091268 TM		
NAME OF SUBMITTER:	Theresa Volano		

OP \$40.00 97709477

SIGNATURE:	/Theresa Volano/
DATE SIGNED:	08/11/2023
Total Attachments: 5 source=Natura Avon - Trademark Security Agreement [Executed]#page3.tif source=Natura Avon - Trademark Security Agreement [Executed]#page4.tif source=Natura Avon - Trademark Security Agreement [Executed]#page5.tif source=Natura Avon - Trademark Security Agreement [Executed]#page6.tif source=Natura Avon - Trademark Security Agreement [Executed]#page7.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated as of August 8, 2023, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of each of Natura &Co Luxembourg Holdings S.À R.L. and Natura &Co UK Holdings Limited (each, a “Secured Party” and together, the “Secured Parties”).

Reference is made to:

- a. a secured promissory note, dated as of the date hereof, by and among Avon Cosmetics Limited, as borrower (“ACL”), the Parent Grantor, Avon International Operations, Inc. (“AIO”) and Avon Beauty Limited (“ABL”), as guarantors, Natura &Co Luxembourg Holdings S.À R.L. (“Natura &Co Lux”), as lender, and the other parties from time to time party thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the “ACL Secured Loan”), pursuant to which, among other things, Natura &Co Lux has agreed to make a loan to ACL upon the terms and subject to the conditions set forth therein; and
- b. a secured promissory note, dated as of the date hereof, by and among the Parent Grantor, as borrower (“API”), ACL, AIO and ABL, as guarantors, Natura &Co UK Holdings Limited (“Natura &Co UK”), as lender, and the other parties from time to time party thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the “API Secured Loan” and together with the ACL Secured Loan, the “Secured Loans”), pursuant to which, among other things, Natura &Co UK has agreed to make a loan to API upon the terms and subject to the conditions set forth therein.

Whereas, in order to provide security for the Obligations under the Secured Loans for the benefit of the Lenders each Grantor has executed and delivered that certain Security Agreement dated as of August 8, 2023, made by the Parent Grantor and the other Grantors to the Secured Parties (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. Terms. Terms defined in the Secured Loans and Security Agreement and not otherwise defined herein are used herein as defined in the Secured Loans and Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Secured Parties, and their successors and assigns, a continuing security interest in all of such Grantor's right, title and interest in, to and under the Trademarks owned by such Grantor, including the Trademarks set forth on Schedule A attached hereto; provided, that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law (the "Trademark Collateral").

SECTION 3. Security for Obligations. The grant of a security interest in the Trademark Collateral by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Parties with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

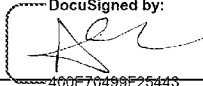
AVON PRODUCTS, INC.,
as Grantor

By: *Ginny Edwards*
Name: Ginny Edwards
Title: VP, General Counsel & Corporate Secretary

NATURA &CO LUXEMBOURG
HOLDINGS S.A.R.L., as a
Secured Party and Grantee

By: 
Name: A Manager
Title:

NATURA &CO UK HOLDINGS
LIMITED., as a Secured Party and
Grantee

By: 
Name: Lisa Siders
Title:

SCHEDULE A

United States Trademark Registrations and United States Trademark Applications

Record ID	Trademark Name	TM Kind	Country	International classes	Status	Application Date	Application number	Registration Date	Registration Number	Applicant/Owner
266385/US	PROTINOL	Word	United States of America	1, 3	Pending	08-Dec-2022	97/709,477			Avon Products Inc.