# 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               |  |  |  |

**REEL: 005743 FRAME: 0218** 900355921

| 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**

source=Avon - Project Lotus - Trademark Release - Executed#page1.tif source=Avon - Project Lotus - Trademark Release - Executed#page2.tif source=Avon - Project Lotus - Trademark Release - Executed#page3.tif source=Avon - Project Lotus - Trademark Release - Executed#page4.tif source=Avon - Project Lotus - Trademark Release - Executed#page5.tif source=Avon - Project Lotus - Trademark Release - Executed#page6.tif

**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:

WITNESSETH

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;

TRADEMARK

REEL: 005743 FRAME: 0220

(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. <u>Further Assurances</u>. 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.

 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

# <u>Trademarks</u>

| 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 |

**RECORDED: 03/01/2016**