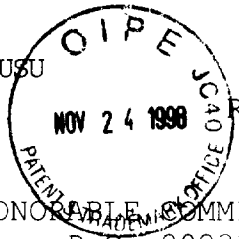


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RECORDATION FORM COVER SHEET  
PATENTS ONLY

11-24-98

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

Please record the attached original documents or copies thereof.

1. Name of conveying parties:  
**Lorraine M. Cowton, John A. Duffy, Michele C. Duggan**

2. Name and address of receiving party(ies):  
**AVON PRODUCTS, INC.  
1251 AVENUE OF THE AMERICAS  
NEW YORK, NEW YORK 10020**

3. Nature of conveyance:  
XXXXXX Assignment \_\_\_\_\_ Merger  
\_\_\_\_\_ Security Agreement \_\_\_\_\_ Change of Name  
\_\_\_\_\_ Other: \_\_\_\_\_  
Execution Date: **NOVEMBER 16, 1998**

4. Application number(s) or application date(s):  
If this document is being filed together with a new application,  
the execution date of the application is: \_\_\_\_\_  
A. Application No. B. Application Date  
**09/150,806 September 10, 1998**

5. Name and address of party to whom correspondence concerning this  
document should be mailed:  
Charles N.J. Ruggiero, Esq.  
Ohlandt, Greeley, Ruggiero & Perle L.L.P.  
One Landmark Square, 9th Floor  
Stamford, Connecticut 06901-2682 U.S.A.

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02 FC:501

6. Total No. ~~40.00~~ applications and patents involved: 1.

7. Total Fee (37 C.F.R. 3.41(h)) \$40.00/assignment.  
XXXXXX Enclosed  
\_\_\_\_\_ Authorized to be charged to deposit account.

The Commissioner is hereby authorized to charge any additional fees  
under 37 C.F.R. 3.41 that may be required with this communication or  
credit any overpayment, to Deposit Account No. 01-0467. A duplicate  
copy of this Form is enclosed.

To the best of my knowledge and belief, the foregoing information is true and  
correct and any attached copy is a true copy of the original document.

CHARLES N.J. RUGGIERO \_\_\_\_\_ Charles N.J. Ruggiero 11/20/98  
Name of Person Signing Signature Date  
Total number of pages including cover sheet, attachments and document: 4.

**ASSIGNMENT**

FOR ONE DOLLAR (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, **Lorraine M. Cowton**, a citizen of the United States of America, and a resident of 275 Angola Road, Cornwall New York 12518, and **John A. Duffy**, a citizen of the United States of America, and a resident of 47F Manchester Lane, West Milford, New Jersey 07480, and **Michele C. Duggan**, a citizen of the United States of America, and a resident of 33 Kennedy Terrace, Middletown, New York 10940, have co-invented certain new and useful improvements in

**STABLE ASCORBIC ACID PREPARATION FOR TOPICAL USE**

hereby assign an interest to **Avon Products, Inc.**, a New York corporation having its principal office at 1251 Avenue of the Americas, New York, New York 10020 (hereinafter referred to as "Assignee") of the entire right, title and interest in and to such invention, together with the patent rights of protection to the same throughout the world, including any patent rights and rights of protection to the same throughout the world, including any patent rights which may result from the application for United States Letters Patent which was filed in the United States Patent and Trademark Office on September 10, 1998, as U.S. Serial No. 09/150,806, and any continuation, divisions, continuation-in-part applications, inventor's certificate and extensions thereof, preparatory to obtaining Letters Patent of the United States therefor; said invention, application and Letters Patent to be held and enjoyed by said Assignee for their own use and behoof and for the use and behoof of their successors and assigns, to the full end of the term for which said Letters Patent or other rights of protection may be granted as entirely as the same would have been held and enjoyed by us had the assignment not been made.

AND WE COVENANT and AGREE and WARRANT that we have a full and unencumbered title to the invention hereby assigned, and we further covenant and agree that we have the right to grant such rights to said invention and application and Letters Patent and that we

will, at any time upon request without cost to us or further compensation, execute and deliver any and all papers or instruments that, in the opinion of the Assignees, may be necessary or desirable to secure said Assignees the full enjoyment of the rights and properties herein conveyed or intended to be conveyed by this instrument.

IN WITNESS WHEREFORE, we have hereunto set our hands and seal:

Date: November 16, 1998

*Lorraine M. Cowton*  
By: Lorraine M. Cowton

STATE OF NEW YORK )  
 ) SS  
COUNTY OF ROCKLAND )

Sworn to before me this 16<sup>th</sup> day of November, 1998.

CATHLEEN BROWN  
Notary Public, State of New York  
No. 02BR5080826  
Qualified in Orange County  
Commission Expires June 23, 1999

*[Signature]*  
Notary Public

Date: Nov. 16, 1998

*John A. Duffy*  
By: John A. Duffy

STATE OF )  
 ) SS  
COUNTY OF )

Sworn to before me this 16<sup>th</sup> day of November, 1998.

CATHLEEN BROWN  
Notary Public, State of New York  
No. 02BR5080826  
Qualified in Orange County  
Commission Expires June 23, 1999

*[Signature]*  
Notary Public

Date: Nov. 16, , 1998

Michele C. Duggan  
By: Michele C. Duggan

STATE OF New York )  
  ) SS  
COUNTY OF Rockland )

Sworn to before me this 16<sup>th</sup> day of November, 1998.

Cathleen Brown  
Notary Public

**CATHLEEN BROWN**  
Notary Public, State of New York  
No. 02BR5080826  
Qualified in Orange County  
Commission Expires June 23, 1999