

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549352

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AVON PRODUCTS, INC.		02/12/2019	Corporation: NEW YORK
AVON INTERNATIONAL OPERATIONS, INC.		02/12/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A., LONDON BRANCH		
Street Address:	388 GREENWICH STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86924380	AVON BEAUTY FOR A PURPOSE	
Serial Number:	86924422	AVON BELLEZA POR UN PROPÓSITO	
Serial Number:	86894096	SAVED BY THE GEL	
Serial Number:	86648717	ULTRA SEXY HEART	
Serial Number:	86592517	FAR AWAY INFINITY	
Serial Number:	72248958	WILD COUNTRY	
Serial Number:	77970011	LIZ EARLE	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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:	650-838-3743		
Email:	JLIK@SHEARMAN.COM		
Correspondent Name:	BENJAMIN PETERSEN		
Address Line 1:	1460 EL CAMINO REAL, 2ND FLOOR		
Address Line 2:	SHEARMAN & STERLING LLP		
Address Line 4:	MENLO PARK, CALIFORNIA 94025		
ATTORNEY DOCKET NUMBER:	35609/79		

CH \$190.00 86924380

NAME OF SUBMITTER:	BENJAMIN PETERSEN
SIGNATURE:	/BENJAMIN PETERSEN/
DATE SIGNED:	11/13/2019
Total Attachments: 6 source=0 - Avon API Trademark Security Agreement#page1.tif source=0 - Avon API Trademark Security Agreement#page2.tif source=0 - Avon API Trademark Security Agreement#page3.tif source=0 - Avon API Trademark Security Agreement#page4.tif source=0 - Avon API Trademark Security Agreement#page5.tif source=0 - Avon API Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented and/or otherwise modified from time to time, this "Trademark Security Agreement") dated February 12, 2019, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of CITIBANK, N.A., LONDON BRANCH, as Common Security Agent (the "Common Security Agent") for the Secured Parties.

Reference is made to (i) the Facility Agreement, dated as of February 12, 2019 (as amended, restated, supplemented and/or otherwise modified from time to time, the "Facility Agreement"), by and among Avon International Capital p.l.c., as borrower (the "Borrower"), API, the other Obligors party thereto from time to time, the Lenders party thereto from time to time, Citibank Europe plc, UK Branch, as Agent for the Lenders, the Common Security Agent, and the other parties party thereto from time to time, (ii) each Secured Hedge Agreement, (iii) each agreement relating to Cash Management Services and (iv) each Other Obligations Document. The Lenders have agreed to extend credit to the Borrower on the terms and subject to the conditions set forth in the Facility Agreement, the Issuing Banks have agreed to issue Letters of Credit for the account of API and its Restricted Subsidiaries, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements, the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, the Other Obligations Banks have agreed to enter into and/or maintain one or more Other Obligations Documents and the Ancillary Lenders have agreed (or may hereafter agree) to enter into and/or maintain Ancillary Facilities, in each case, on the terms and subject to the conditions set forth in the Facility Agreement, in such Secured Hedge Agreements, such agreements relating to Cash Management Services, such Other Obligations Documents or such Ancillary Facilities, as applicable.

Whereas, as a condition precedent to the Lenders' extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements, the obligation of the Cash Management Banks to enter into and/or maintain such Cash Management Services, the obligation of the Other Obligations Banks to enter into and/or maintain such Other Obligations Documents and the obligation of the Ancillary Lenders to enter into and/or maintain Ancillary Facilities, each Grantor has executed and delivered that certain General Security Agreement, dated as of February 12, 2019, made by the Grantors to the Common Security Agent (as amended, restated, supplemented and/or otherwise modified from time to time, the "General Security Agreement").

Whereas, under the terms of the General Security Agreement, the Grantors have granted to the Common Security Agent, for the benefit of 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 filing by the Grantors (or any Delegate thereof) with, and recording by, the U.S. 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 agrees as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meaning given to such terms in the Facility Agreement and General Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Common Security Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of such Grantor's right, title and interest in, to and under all Trademarks arising under the laws of the United States whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, 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.

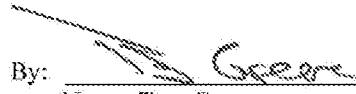
SECTION 6. General Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the General Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the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

SECTION 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COMMON SECURITY AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COMMON SECURITY AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENTS. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENTS AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENTS SHALL GOVERN AND CONTROL.

[Signature Pages Follow]

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

AVON PRODUCTS, INC., Grantor

By: 
Name: Tom Greene
Title: Vice President & Treasurer

AVON INTERNATIONAL OPERATIONS,
INC., Grantor

By: _____
Name: Gina Grant
Title: Treasurer

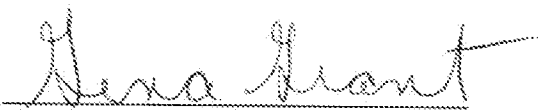
[Signature Page to the Trademark Security Agreement for Avon Products, Inc. and Avon International Operations, Inc.]

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

AVON PRODUCTS, INC., Grantor

By: _____
Name: Tom Greene
Title: Vice President & Treasurer

AVON INTERNATIONAL OPERATIONS,
INC., Grantor

By: 
Name: Gina Grant
Title: Treasurer

[Signature Page to the Trademark Security Agreement for Avon Products, Inc. and Avon International Operations, Inc.]

TRADEMARK
REEL: 006795 FRAME: 0590

CITIBANK, N.A., LONDON BRANCH, as
Common Security Agent and Grantee

By: _____ 

Name:

Title:

[Faint, illegible text]

SCHEDULE A

TRADEMARKS

AVON PRODUCTS, INC.

No.	Mark	App. No.	App. Date	Reg. No.	Reg. Date
1.	AVON BEAUTY FOR A PURPOSE	86924380	01-MAR-2016	N/A	N/A
2.	AVON BELLEZA POR UN PROPÓSITO	86924422	01-MAR-2016	N/A	N/A
3.	SAVED BY THE GEL	86894096	02-FEB-2016	5036377	6-Sep-16
4.	ULTRA SEXY HEART	86648717	02-JUN-2015	4999774	12-Jul-16
5.	FAR AWAY INFINITY	86592517	09-APR-2015	5306968	10-Oct-17
6.	WILD COUNTRY	72248958	27-JUN-1966	832656	25-Jul-67

AVON INTERNATIONAL OPERATIONS, INC.

No.	Mark	App. No.	App. Date	Reg. No.	Reg. Date
1.	LIZ EARLE	77970011	26-MAR-2010	4572616	22-Jul-14