

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BC International Cosmetic & Image Services, Inc.		12/05/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A.
<b>Street Address:</b>	101 N. Tryon Street
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28255-0001
<b>Entity Type:</b>	National Banking Association:

**PROPERTY NUMBERS Total: 123**

Property Type	Number	Word Mark
Registration Number:	2090106	ALL CLEAR
Registration Number:	2384142	ALOEGEST
Registration Number:	2409494	ARCTICPLUS
Registration Number:	2396450	ASIANGOLD
Registration Number:	2258156	BC
Registration Number:	2091325	BEAUTICONTROL
Registration Number:	1856494	BEAUTICONTROL
Registration Number:	0853350	BEAUTI-CONTROL
Registration Number:	2084900	BEAUTICONTROL...ON THE LIPS OF EVERY WOMAN.
Registration Number:	2594899	BEAUTINET
Registration Number:	2601715	BEAUTINET PLUS
Registration Number:	2923533	BEAUTINUTRIENTS
Registration Number:	2586636	BEAUTIPAGE

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Registration Number:	2992540	BEAUTIU
Registration Number:	2731441	BODY EXOTICS
Serial Number:	78677674	BODY GLUE
Registration Number:	1452790	CELL BLOCK-9
Registration Number:	2349365	CELL BLOCK-C
Registration Number:	2396447	CELLARMOR
Registration Number:	2233035	COLOR FREEZE
Registration Number:	1891600	CORTICURE
Registration Number:	2579450	DEMARKABLE
Registration Number:	2807513	DO 2
Registration Number:	1746273	DOSE OF COLOR
Registration Number:	2058131	E.S.P. EASY SHIPMENT PROGRAM
Registration Number:	2851058	ESCAPE THE BEAUTICONTROL SPA EXPERIENCE
Serial Number:	78632124	ESCAPE TO THE GOOD LIFE
Registration Number:	2349119	EVENTUS
Registration Number:	2424141	EVENTUS
Registration Number:	2359674	EVENTUS HERITAGE GOLD EI
Registration Number:	2465142	EVENTUSNET
Registration Number:	2439547	EVENTUSNET PLUS
Registration Number:	2294745	EYE APPEAL
Registration Number:	2887854	EYE DESERVE IT ALL
Registration Number:	1745035	EYE-X-CEL
Registration Number:	1795538	FACE FEMINIZERS
Registration Number:	2984224	FALSE EYE'DENTITY
Registration Number:	2396449	FLORALOE
Registration Number:	2678923	FREEDOM AT EVERY TURN
Registration Number:	2396448	GINDURANCE
Registration Number:	2261684	GLASS SEALING
Registration Number:	1990321	HEARTS OF GOLD
Registration Number:	1835950	HERBAL SERENITY
Registration Number:	2394232	HISPANICGOLD
Registration Number:	2489350	I E
Registration Number:	2394231	IMMUNALOE
Registration Number:	2583646	INTENSIFEYE
Registration Number:	2483458	IT

Registration Number:	2031139	KIDABLES
Serial Number:	78377644	LINE REVERSAL
Registration Number:	1619331	LIP APEEL
Registration Number:	1435207	LIP CONTROL CREME
Registration Number:	2404795	MALE DEFENSE
Registration Number:	2032799	MAN MADE
Registration Number:	2394230	MEALZYMES
Registration Number:	2117037	MENSWEAR
Registration Number:	2285766	MENSWEAR
Registration Number:	1520448	MICRODERM
Registration Number:	2062068	MICRO-GLIDE PIGMENTS
Registration Number:	2394229	MINDWORKS
Registration Number:	2388631	MULTIGOLD
Registration Number:	1671547	NAILOGICS
Registration Number:	1454809	NIGHTTIME LINE CONTROL
Registration Number:	2497262	OMEGA ESSENTIALS
Registration Number:	2787249	OUTTA SIGHT
Registration Number:	2767914	PEACE OF MIND
Registration Number:	2439371	POSITIVELY HIM
Registration Number:	2307911	POSITIVELY HOME
Registration Number:	2845882	POSITIVELY YOU HEART
Registration Number:	2289512	POSITIVELY YOU!
Registration Number:	2993311	RED HOT LIP ENHANCER
Registration Number:	1853990	REGENERATION
Registration Number:	2972957	REGENERATION
Registration Number:	2161011	REGENERATION GOLD
Registration Number:	2860123	REPROGRAM
Serial Number:	78354175	SAVE YOUR SOLE
Registration Number:	2821858	SCULPTIQUE
Registration Number:	1962425	SCULPTIQUE
Registration Number:	2611065	SCULPTIQUE
Registration Number:	2856190	SECRET AGENT
Registration Number:	2551162	SECRET AGENT
Registration Number:	1712947	SHEER PROTECTION
Registration Number:	2068074	SHEER RAIN

Registration Number:	2154037	SHEER RAIN
Registration Number:	2791472	SHOW OF HANDS
Registration Number:	3010836	SKIN STRATEGIES
Registration Number:	1633640	SKINLOGICS
Registration Number:	2136113	SLENDERGENICS
Registration Number:	2997506	SPA ESCAPE
Serial Number:	78397296	SPA ESCAPE AT WORK
Registration Number:	2302367	SPECTACULAR
Registration Number:	1842246	SPECTACULAR
Registration Number:	2278469	SPECTACULAR
Registration Number:	1709108	SPECTACULASH
Registration Number:	1522328	SUCCESS
Registration Number:	2778458	SUN FAUX YOU
Registration Number:	1623204	SUNLOGICS
Registration Number:	3007269	THE TOTAL ESCAPE
Registration Number:	1752089	THE WORLD'S PREMIER SKIN CARE & IMAGE COMPANY
Registration Number:	2984211	THERMA DEL SOL
Registration Number:	2846810	THICKEN THIN
Registration Number:	2466624	TIGHT END
Registration Number:	2397852	TIGHT EYED
Registration Number:	2440565	TIGHT FIX
Registration Number:	2629365	TIGHT OVERNIGHT
Registration Number:	2934238	TIME SENSORS
Registration Number:	2944828	TIME TO ESCAPE: THE BEAUTICONTROL SPA EXPERIENCE
Registration Number:	2670212	TIME TO GO
Registration Number:	1895526	TORCH
Registration Number:	2346493	TURN ON
Registration Number:	1732348	UNBELIEVABLE BLUSH
Registration Number:	2938892	UNWRAPPED
Registration Number:	2394228	VERAFEMME
Registration Number:	2396436	VERAFLEX
Registration Number:	2352772	VERAIMMUNE
Registration Number:	2443520	VERALOE
Registration Number:	2396524	VERAMSM

Registration Number:	2201540	W.H.O.
Registration Number:	2613089	WE HELP OTHERS
Registration Number:	1987692	WELLNESS FROM WITHIN
Registration Number:	1847461	WHO WOMEN HELPING OTHERS
Serial Number:	78424855	WHOLAND
Registration Number:	2019790	WITHIN BEAUTY

**CORRESPONDENCE DATA**

Fax Number: (312)698-2712  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-861-8949  
Email: rebecca.b.lederhouse@bakernet.com  
Correspondent Name: Rebecca B. Lederhouse  
Address Line 1: 130 E. Randolph Drive  
Address Line 2: Suite 3500  
Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER:	Rebecca B. Lederhouse
Signature:	/Rebecca B. Lederhouse/
Date:	01/17/2006

**Total Attachments: 9**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated December 5, 2005, is made by BC International Cosmetic & Image Services, Inc. (the "*Grantor*") in favor of Bank of America, N.A., as Administrative Agent (the "*Administrative Agent*" or the "*Grantee*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Tupperware Corporation, a Delaware corporation, has entered into a Credit Agreement dated as of December 5, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, JPMorgan Securities Inc. as Syndication Agent, Key Bank, National Association and Calyon Corporate and Investment Bank and Mizuho, Corporate Bank, Ltd., as Co-Documentation Agents, and the Lenders from time to time party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans and the issuance of Letters of Credit by the Lenders under the Credit Agreement and the entry into Secured Swap Contracts by the Hedge Banks from time to time, Grantor has executed and delivered that certain Security Agreement dated December 5, 2005 made by Grantor to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Grant of Security. Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to

- (i) the trademark and service mark registrations and applications set forth in the schedule 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), together with the goodwill symbolized thereby (the "*Collateral*");
- (ii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with

respect to the Collateral, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iii) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Grantor authorizes and requests that the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP 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 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent 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.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Grantor

BC INTERNATIONAL COSMETIC & IMAGE SERVICES, INC.

By Thomas M. Roehik

Name: Thomas M. Roehik

Title: Director, President and Secretary

Grantee

BANK OF AMERICA, N.A.

By David L. Cathers



Name: David L. Cathers

Title: Vice President

CHIDMS1/617640.1/US IP Security Agreement BC International Cosmetic & Image Services, Inc.



UNITED STATES  
**TRADEMARKS OF BC INTERNATIONAL COSMETICS & IMAGE SERVICES, INC.**  
 IP Security Agreement Schedule

Trademark	Image	Serial Application Number	Registration Number	Application Date	Date Registered
ALL CLEAR		75096830	2090106	April 30, 1996	August 19, 1997
ALOEGEST		75624476	2384142	January 21, 1999	September 5, 2000
ARCTICPLUS		75722037	2409494	June 4, 1999	November 28, 2000
ASIANGOLD		75624492	2396450	January 21, 1999	October 17, 2000
BC		75978227	2258156	May 29, 1997	June 29, 1999
BEAUTICONTROL		75173483	2091325	September 30, 1996	August 26, 1997
BEAUTICONTROL		74403892	1856494	June 17, 1993	October 4, 1994
BEAUTI-CONTROL		72255409	0853350	September 29, 1966	July 23, 1968
BEAUTICONTROL...ON THE LIPS OF EVERY WOMAN.		75050393	2084900	January 30, 1996	July 29, 1997
BEAUTINET		75772339	2594899	August 10, 1999	July 16, 2002
BEAUTINET PLUS		75772340	2601715	August 10, 1999	July 30, 2002
BEAUTINUTRIENTS		75860660	2923533	November 30, 1999	February 1, 2005
BEAUTIPAGE		76287055	2586636	July 17, 2001	June 25, 2002
BEAUTIU		78453572	2992540	July 20, 2004	September 6, 2005
BODY EXOTICS		76367444	2731441	February 6, 2002	July 1, 2003
BODY GLUE		78677674		July 25, 2005	
CELL BLOCK-9		73624110	1452790	October 3, 1986	August 18, 1987
CELL BLOCK-C		75495077	2349365	June 2, 1998	May 16, 2000

**UNITED STATES  
TRADEMARKS OF BC INTERNATIONAL COSMETICS & IMAGE SERVICES, INC.  
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CELLARMOR	75624478	2396447	January 21, 1999	October 17, 2000
COLOR FREEZE	75977155	2233035	November 21, 1996	March 16, 1999
CORTICURE	74442555	1891600	September 30, 1993	April 25, 1995
DEMARKABLE	75812926	2579450	September 29, 1999	June 11, 2002
DO 2	78191113	2807513	December 4, 2002	January 20, 2004
DOSE OF COLOR	74169680	1746273	May 24, 1991	January 12, 1993
E.S.P. EASY SHIPMENT PROGRAM	74689986	2058131	June 16, 1995	April 29, 1997
ESCAPE THE BEAUTICONTROL SPA EXPERIENCE	78284066	2851058	August 6, 2003	June 8, 2004
ESCAPE TO THE GOOD LIFE	78632124		May 18, 2005	
EVENTUS	75590259	2349119	November 17, 1998	May 9, 2000
EVENTUS	75979898	2424141	October 28, 1998	January 23, 2001
EVENTUS HERITAGE GOLD EI	75624495	2359674	January 21, 1999	June 20, 2000
EVENTUSNET	75818809	2465142	October 8, 1999	July 3, 2001
EVENTUSNET PLUS	75818808	2439547	October 8, 1999	March 27, 2001
EYE APPEAL	75454982	2294745	March 23, 1998	November 23, 1999
EYE DESERVE IT ALL	78259371	2887854	June 6, 2003	September 21, 2004
EYE-X-CEL	74194033	1745035	August 12, 1991	January 5, 1993
FACE FEMINIZERS	74280742	1795538	May 28, 1992	September 28, 1993
FALSE EYE IDENTITY	78384535	2984224	March 15, 2004	August 9, 2005
FLORALOE	75624490	2396449	January 21, 1999	October 17, 2000
FREEDOM AT EVERY TURN	76288715	2678923	July 23, 2001	January 21, 2003
GINDURANCE	75624480	2396448	January 21, 1999	October 17, 2000



**UNITED STATES  
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GLASS SEALING	75433339	2261684	February 12, 1998	July 13, 1999
HEARTS OF GOLD	74538698	1990321	June 17, 1994	July 30, 1996
HERBAL SERENITY	74259967	1835950	March 27, 1992	May 10, 1994
HISPANICGOLD	75624493	2394232	January 21, 1999	October 10, 2000
IE	75980078	2489350	May 11, 1999	September 11, 2001
IMMUNALOE	75624491	2394231	January 21, 1999	October 10, 2000
INTENSIFEYE	76162019	2583646	November 7, 2000	June 18, 2002
IT	75807356	2483458	September 24, 1999	August 28, 2001
KIDABLES	74692709	2031139	June 23, 1995	January 14, 1997
LINE REVERSAL	78377644		March 3, 2004	
LIP APEEL	73817891	1619331	August 8, 1989	October 30, 1990
LIP CONTROL CREME	73585541	1435207	March 3, 1986	April 7, 1987
MALE DEFENSE	75624475	2404795	January 21, 1999	November 14, 2000
MAN MADE	74636717	2032799	February 21, 1995	January 21, 1997
MEALZYMES	75624481	2394230	January 21, 1999	October 10, 2000
MENSWEAR	75976567	2117037	January 30, 1996	November 25, 1997
MENSWEAR	75050392	2285766	January 30, 1996	October 12, 1999
MICRODERM	73729682	1520448	May 20, 1988	January 17, 1989
MICRO-GLIDE PIGMENTS	74699790	2062068	July 11, 1995	May 13, 1997
MINDWORKS	75624479	2394229	January 21, 1999	October 10, 2000
MULTIGOLD	75624494	2388631	January 21, 1999	September 19, 2000
NAILOGICS	74053207	1671547	April 26, 1990	January 14, 1992
NIGHTTIME LINE CONTROL	73585572	1454809	March 3, 1986	September 1, 1987

**UNITED STATES  
TRADEMARKS OF BC INTERNATIONAL COSMETICS & IMAGE SERVICES, INC.  
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OMEGA ESSENTIALS	75624482	2497262	January 21, 1999	October 9, 2001
OUTTA SIGHT	76375981	2787249	February 26, 2002	November 25, 2003
PEACE OF MIND	76400600	2767914	April 25, 2002	September 23, 2003
POSITIVELY HIM	75707338	2439371	May 17, 1999	March 27, 2001
POSITIVELY HOME	75450185	2307911	March 13, 1998	January 11, 2000
POSITIVELY YOU HEART	76430936	2845882	February 1, 2002	May 25, 2004
POSITIVELY YOU!	75421005	2289512	January 21, 1998	October 26, 1999
RED HOT LIP ENHANCER	78361185	2993311	February 2, 2004	September 6, 2005
REGENERATION	74385184	1853990	April 21, 1993	September 13, 1994
REGENERATION	78203513	2972957	January 15, 2003	July 19, 2005
REGENERATION GOLD	75212483	2161011	December 13, 1996	May 26, 1998
REPROGRAM	78210690	2860123	February 4, 2003	July 6, 2004
SAVE YOUR SOLE	78354175		January 20, 2004	
SCULPTIQUE	75479649	2821858	May 5, 1998	March 16, 2004
SCULPTIQUE	74538699	1962425	June 17, 1994	March 12, 1996
SCULPTIQUE	75435213	2611065	February 17, 1998	August 27, 2002
SECRET AGENT	75981656	2856190	September 27, 2000	June 22, 2004
SECRET AGENT	76136611	2551162	September 27, 2000	March 19, 2002
SHEER PROTECTION	74200487	1712947	September 3, 1991	September 8, 1992
SHEER RAIN	75975976	2068074	August 21, 1995	June 3, 1997
SHEER RAIN	74717805	2154037	August 21, 1995	April 28, 1998
SHOW OF HANDS	78207768	2791472	January 28, 2003	December 9, 2003

**UNITED STATES  
TRADEMARKS OF BC INTERNATIONAL COSMETICS & IMAGE SERVICES, INC.  
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SKIN STRATEGIES	78396597	3010836	April 5, 2004	November 1, 2005
SKINLOGICS	73742939	1633640	July 29, 1988	February 5, 1991
SLENDERGENICS	74689988	2136113	June 16, 1995	February 10, 1998
SPA ESCAPE	78415140	2997506	May 7, 2004	September 20, 2005
SPA ESCAPE AT WORK	78397296		April 6, 2004	
SPECTACULAR	75089429	2302367	April 16, 1996	December 21, 1999
SPECTACULAR	74371447	1842246	March 24, 1993	June 28, 1994
SPECTACULAR	75406230	2278469	December 16, 1997	September 14, 1999
SPECTACULASH	74104833	1709108	October 11, 1990	August 18, 1992
SUCCESS	73736514	1522328	June 27, 1988	January 31, 1989
SUN FAUX YOU	76375982	2778458	February 26, 2002	October 28, 2003
SUNLOGICS	73817291	1623204	August 7, 1989	November 20, 1990
THE TOTAL ESCAPE	78322396	3007269	November 3, 2003	October 18, 2005
THE WORLD'S PREMIER SKIN CARE & IMAGE COMPANY	74239799	1752089	January 24, 1992	February 9, 1993
THERMA DEL SOL	78376503	2984211	March 1, 2004	August 9, 2005
THICKEN THIN	78206860	2846810	January 24, 2003	May 25, 2004
TIGHT END	75848760	2466624	November 15, 1999	July 3, 2001
TIGHT EYED	75848759	2397852	November 15, 1999	October 24, 2000
TIGHT FIX	75872463	2440565	December 15, 1999	April 3, 2001
TIGHT OVERNIGHT	76301079	2629365	August 17, 2001	October 1, 2002
TIME SENSORS	78316021	2934238	October 20, 2003	March 15, 2005
TIME TO ESCAPE: THE BEAUTICONTROL SPA EXPERIENCE	78168660	2944828	September 27, 2002	April 26, 2005

**UNITED STATES  
TRADEMARKS OF BC INTERNATIONAL COSMETICS & IMAGE SERVICES, INC.  
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TIME TO GO	76325704	2670212	October 12, 2001	December 31, 2002
TORCH	74366581	1895526	March 10, 1993	May 23, 1995
TURN ON	75506468	2346493	June 22, 1998	May 2, 2000
UNBELIEVABLE BLUSH	74160421	1732348	April 23, 1991	November 17, 1992
UNWRAPPED	78263727	2938892	June 18, 2003	April 5, 2005
VERAFEMME	75624477	2394228	January 21, 1999	October 10, 2000
VERAFLEX	75617341	2396436	January 8, 1999	October 17, 2000
VERAIMMUNE	75584185	2352772	November 6, 1998	May 23, 2000
VERALOE	75979541	2443520	October 13, 1998	April 10, 2001
VERAMSIM	75690683	2396524	April 23, 1999	October 17, 2000
W.H.O.	75414440	2201540	January 6, 1998	November 3, 1998
WE HELP OTHERS	75789147	2613089	August 31, 1999	August 27, 2002
WELLNESS FROM WITHIN	74631883	1987692	February 9, 1995	July 16, 1996
WHO WOMEN HELPING OTHERS	74345353	1847461	January 4, 1993	July 26, 1994
WHOLAND	78424855		May 25, 2004	
WITHIN BEAUTY	74627338	2019790	January 30, 1995	November 26, 1996

**WHO?**

**WHO!**  
www.whowomenhelping.com

**WHOland**