

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BC International Cosmetic & Image Services, Inc.		09/28/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 South Dearborn
Internal Address:	Floor 7
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603-2003
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 95**

Property Type	Number	Word Mark
Serial Number:	75096830	ALL CLEAR
Serial Number:	75978227	BC
Serial Number:	78794020	BEAUTI
Serial Number:	74403892	BEAUTICONTROL
Serial Number:	75050393	BEAUTICONTROL...ON THE LIPS OF EVERY WOMAN.
Serial Number:	75772339	BEAUTINET
Serial Number:	75772340	BEAUTINET PLUS
Serial Number:	75860660	BEAUTINUTRIENTS
Serial Number:	76287055	BEAUTIPAGE
Serial Number:	78453572	BEAUTIU
Serial Number:	78754011	BLEMISH BLOCK
Serial Number:	76367444	BODY EXOTICS
Serial Number:	78677674	BODY GLUE

CH \$2390.00 75096830

Serial Number:	75495077	CELL BLOCK-C
Serial Number:	78605136	CLEAR OUTLOOK
Serial Number:	75977155	COLOR FREEZE
Serial Number:	78569927	CORRECTIVE-C
Serial Number:	74442555	CORTICURE
Serial Number:	75812926	DEMARKABLE
Serial Number:	78191113	DO 2
Serial Number:	74169680	DOSE OF COLOR
Serial Number:	78632124	ESCAPE TO THE GOOD LIFE
Serial Number:	78284066	ESCAPE THE BEAUTICONTROL SPA EXPERIENCE
Serial Number:	78259371	EYE DESERVE IT ALL
Serial Number:	74194033	EYE-X-CEL
Serial Number:	74280742	FACE FEMINIZERS
Serial Number:	78384535	FALSE EYE'DENTITY
Serial Number:	76288715	FREEDOM AT EVERY TURN
Serial Number:	74538698	HEARTS OF GOLD
Serial Number:	74259967	HERBAL SERENITY
Serial Number:	78569942	HIDE THE SHINE
Serial Number:	77026124	LEG APEEL
Serial Number:	78605137	LINE ARREST
Serial Number:	78377644	LINE REVERSAL
Serial Number:	73817891	LIP APEEL
Serial Number:	73585541	LIP CONTROL CREME
Serial Number:	78569924	LUXURIES OF THE SEA
Serial Number:	75050392	MENSWEAR
Serial Number:	75976567	MENSWEAR
Serial Number:	73729682	MICRODERM
Serial Number:	74053207	NAILOGICS
Serial Number:	78815484	NUTRISPHERES
Serial Number:	75624482	OMEGA ESSENTIALS
Serial Number:	76375981	OUTTA SIGHT
Serial Number:	76400600	PEACE OF MIND
Serial Number:	76430936	POSITIVELY YOU HEART
Serial Number:	75421005	POSITIVELY YOU!
Serial Number:	78361185	RED HOT LIP ENHANCER

Serial Number:	74385184	REGENERATION
Serial Number:	78203513	REGENERATION
Serial Number:	75212483	REGENERATION GOLD
Serial Number:	78210690	REPROGRAM
Serial Number:	78354175	SAVE YOUR SOLE
Serial Number:	74538699	SCULPTIQUE
Serial Number:	75435213	SCULPTIQUE
Serial Number:	75479649	SCULPTIQUE
Serial Number:	75981656	SECRET AGENT
Serial Number:	76136611	SECRET AGENT
Serial Number:	74200487	SHEER PROTECTION
Serial Number:	74717805	SHEER RAIN
Serial Number:	78207768	SHOW OF HANDS
Serial Number:	75581638	SKIN EQUATIONS
Serial Number:	78396597	SKIN STRATEGIES
Serial Number:	73742939	SKINLOGICS
Serial Number:	78939210	SMART COMPANY
Serial Number:	78569932	SPA BEAUTI
Serial Number:	78415140	SPA ESCAPE
Serial Number:	78397296	SPA ESCAPE AT WORK
Serial Number:	77200695	SPA ESCAPES
Serial Number:	78486459	SPA LA LA LA LA
Serial Number:	74371447	SPECTACULAR
Serial Number:	75089429	SPECTACULAR
Serial Number:	75406230	SPECTACULAR
Serial Number:	74104833	SPECTACULASH
Serial Number:	73736514	SUCCESS
Serial Number:	76375982	SUN FAUX YOU
Serial Number:	73817291	SUNLOGICS
Serial Number:	78322396	THE TOTAL ESCAPE
Serial Number:	74239799	THE WORLD'S PREMIER SKIN CARE & IMAGE COMPANY
Serial Number:	78376503	THERMA DEL SOL
Serial Number:	78206860	THICKEN THIN
Serial Number:	75848759	TIGHT EYED
Serial Number:	75872463	TIGHT FIX

Serial Number:	76301079	TIGHT OVERNIGHT
Serial Number:	78662017	TIME CAPSULES
Serial Number:	78316021	TIME SENSORS
Serial Number:	78168660	TIME TO ESCAPE: THE BEAUTICONTROL SPA EXPERIENCE
Serial Number:	76325704	TIME TO GO
Serial Number:	74160421	UNBELIEVABLE BLUSH
Serial Number:	78605133	UNMISTAKABLE
Serial Number:	78263727	UNWRAPPED
Serial Number:	75414440	W.H.O.
Serial Number:	75789147	WE HELP OTHERS
Serial Number:	74345353	WHO WOMEN HELPING OTHERS
Serial Number:	78424855	WHOLAND

**CORRESPONDENCE DATA**

Fax Number: (312)698-2710  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3128618949  
Email: Rebecca.B.Lederhouse@BakerNet.com,  
Tuesday.M.Randle@BakerNet.com  
Correspondent Name: Rebecca B. Lederhouse/ Baker & McKenzie  
Address Line 1: One Prudential Plaza, Suite 3500,  
Address Line 2: 130 East Randolph Drive  
Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER:	Rebecca B. Lederhouse
Signature:	/Rebecca B. Lederhouse/
Date:	10/12/2007

Total Attachments: 7  
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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 September 28, 2007, is made by BC International Cosmetic & Image Services, Inc. (the "*Grantor*") in favor of JPMorgan Chase Bank, 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 Brands Corporation, a Delaware corporation, has entered into a Credit Agreement dated as of September 28, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with JPMorgan Chase Bank, N.A., as Administrative Agent, Swingline Lender and Issuing Bank, 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 September 28, 2007 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.

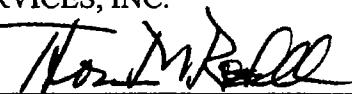
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent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

Name: Thomas M. Roehl

Title: Director, President and Secretary

Grantee

JPMorgan Chase Bank, N.A., as Administrative Agent

By 

Name: Brian McDougal

Title: Vice President

JPMorgan Chase Bank, N.A.

**UNITED STATES**

**Trademarks and Service Marks of BC International Cosmetic & Image Services, Inc.  
IP Security Agreement Schedule**

<b>TRADEMARK</b>	<b>APP NO</b>	<b>APP DATE</b>	<b>REG NO</b>	<b>REG DATE</b>
ALL CLEAR	75/096,830	Apr-30-1996	2090106	Aug-19-1997
BC	75/978,227	May-29-1997	2258156	Jun-29-1999
BEAUTI	78/794,020	Jan-18-2006	3203726	Jan-30-2007
BEAUTICONTROL	74/403,892	Jun-17-1993	1856494	Oct-4-1994
BEAUTICONTROL...ON THE LIPS OF EVERY WOMAN.	75/050,393	Jan-30-1996	2084900	Jul-29-1997
BEAUTINET	75/772,339	Aug-10-1999	2594899	Jul-16-2002
BEAUTINET PLUS	75/772,340	Aug-10-1999	2601715	Jul-30-2002
BEAUTINUTRIENTS	75/860,660	Nov-30-1999	2923533	Feb-1-2005
BEAUTIPAGE	76/287,055	Jul-17-2001	2586636	Jun-25-2002
BEAUTIU (Stylized)	78/453,572	Jul-20-2004	2992540	Sep-6-2005
BLEMISH BLOCK	78/754,011	Nov-15-2005	3231575	Apr-17-2007
BODY EXOTICS	76/367,444	Feb-6-2002	2731441	Jul-1-2003
BODY GLUE	78/677,674	Jul-25-2005	3120135	Jul-25-2006
CELL BLOCK-C	75/495,077	Jun-2-1998	2349365	May-16-2000
CLEAR OUTLOOK	78/605,136	Apr-8-2005	3140468	Sep-5-2006
COLOR FREEZE	75/977,155	Nov-21-1996	2233035	Mar-16-1999
CORRECTIVE-C	78/569,927	Feb-17-2005	3285507	Aug-28-2007
CORTICURE	74/442,555	Sep-30-1993	1891600	Apr-25-1995
DEMARKABLE	75/812,926	Sep-29-1999	2579450	Jun-11-2002
DO 2	78/191,113	Dec-4-2002	2807513	Jan-20-2004
DOSE OF COLOR	74/169,680	May-24-1991	1746273	Jan-12-1993
ESCAPE TO THE GOOD LIFE	78/632,124	May-18-2005	3243664	May-22-2007
ESCAPE: THE BEAUTICONTROL SPA EXPERIENCE	78284066	Aug-2-2003	2,851,058	Jun-8-2004
EYE DESERVE IT ALL	78259371	Jun-6-2003	2,887,854	Sep-21-2004
EYE-X-CEL	74/194,033	Aug-12-1991	1745035	Jan-5-1993



FACE FEMINIZERS	74/280,742	May-28-1992	1795538	Sep-28-1993
FALSE EYE'DENTITY	78384535	Mar-15-2004	2984224	Aug-9-2005
FREEDOM AT EVERY TURN	76/288,715	Jul-23-2001	2678923	Jan-21-2003
HEARTS OF GOLD	74/538,698	Jun-17-1994	1990321	Jul-30-1996
HERBAL SERENITY	74/259,967	Mar-27-1992	1835950	May-10-1994
HIDE THE SHINE	78/569,942	Feb-17-2005	3094519	May-16-2006
LEG APEEL	77/026,124	Oct-20-2006		
LINE ARREST	78/605,137	Apr-8-2005	3119729	Jul-25-2006
LINE REVERSAL	78377644	Mar-3-2004	3061319	Feb-21-2006
LIP APEEL	73/817,891	Aug-8-1989	1619331	Oct-30-1990
LIP CONTROL CREME	73/585,541	Mar-3-1986	1435207	Apr-7-1987
LUXURIES OF THE SEA	78/569,924	Feb-17-2005	3160606	Oct-17-2006
MENSWEAR	75/050,392	Jan-30-1996	2285766	Oct-12-1999
MENSWEAR	75/976,567	Jan-30-1996	2117037	Nov-25-1997
MICRODERM	73/729,682	May-20-1988	1520448	Jan-17-1989
NAILOGICS	74/053,207	Apr-26-1990	1671547	Jan-14-1992
NUTRISPHERES	78/815,484	Feb-15-2006		
OMEGA ESSENTIALS	75/624,482	Jan-21-1999	2497262	Oct-9-2001
OUTTA SIGHT	76/375,981	Feb-26-2002	2787249	Nov-25-2003
PEACE OF MIND	76/400,600	Apr-25-2002	2,767,914	Sep-23-2003
POSITIVELY YOU HEART	76/430,936	Feb-4-2002	2845882	May-25-2004
POSITIVELY YOU!	75/421,005	Jan-21-1998	2289512	Oct-26-1999
RED HOT LIP ENHANCER	78/361,185	Feb-2-2004	2993311	Sep-6-2005
REGENERATION	74/385,184	Apr-21-1993	1853990	Sep-13-1994
REGENERATION	78/203,513	Jan-15-2003	2972957	Jul-19-2005
REGENERATION GOLD	75/212,483	Dec-13-1996	2161011	May-26-1998
REPROGRAM	78/210,690	Feb-4-2003	2,860,123	Jul-6-2004
SAVE YOUR SOLE	78354175	Jan-20-2004	3042604	Jan-10-2006
SCULPTIQUE	74/538,699	Jun-17-1994	1962425	Mar-12-1996
SCULPTIQUE	75/435,213	Feb-17-1998	2611065	Aug-27-2002
SCULPTIQUE	75/479,649	May-5-1998	2821858	Mar-16-2004
SECRET AGENT	75/981,656	Sept-27-2000	2,856,190	Jun-22-2004
SECRET AGENT	76/136,611	Sept-27-2000	2551162	Mar-19-2002

SHEER PROTECTION	74/200,487	Sep-3-1991	1712947	Sep-8-1992
SHEER RAIN	74/717,805	Aug-21-1995	2154037	Apr-28-1998
SHOW OF HANDS	78/207,768	Jan-28-2003	2791472	Dec-9-2003
SKIN EQUATIONS	75/581,638	Nov-3-1998	2443162	Apr-10-2001
SKIN STRATEGIES	78396597	Apr-5-2004	3010836	Nov-1-2005
SKINLOGICS	73742939	Jul-29-1988	1633640	Feb-5-1991
SMART COMPANY	78/939,210	Jul-27-2006		
SPA BEAUTI	78/569,932	Feb-17-2005	3160607	Oct-17-2006
SPA ESCAPE	78/415,140	May-7-2004	2997506	Sep-20-2005
SPA ESCAPE AT WORK	78397296	Apr-6-2004	3034429	Dec-27-2005
SPA ESCAPES	77/200,695	Jun-7-2007		
SPA LA LA LA LA	78/486,459	Sep-20-2004	3276347	Aug-7-2007
SPECTACULAR	74/371,447	Mar-24-1993	1842246	Jun-28-1994
SPECTACULAR	75/089,429	Apr-16-1996	2302367	Dec-21-1999
SPECTACULAR	75/406,230	Dec-16-1997	2278469	Sep-14-1999
SPECTACULASH	74/104,833	Oct-11-1990	1709108	Aug-18-1992
SUCCESS	73/736,514	Jun-27-1998	1522328	Jan-31-1989
SUN FAUX YOU	76/375,982	Feb-26-2002	2778458	Oct-28-2003
SUNLOGICS	73817291	Aug-7-1989	1623204	Nov-20-1990
THE TOTAL ESCAPE	78/322,396	Nov-3-2003	3007269	Oct-18-2005
THE WORLD'S PREMIER SKIN CARE & IMAGE COMPANY	74/239,799	Jan-24-1992	1752089	Feb-9-1993
THERMA DEL SOL	78/376,503	Mar-1-2004	2984211	Aug-9-2005
THICKEN THIN	78/206,860	Jan-24-2003	2846810	May-25-2004
TIGHT EYED	75/848,759	Nov-15-1999	2397852	Oct-24-2000
TIGHT FIX	75/872,463	Dec-15-1999	2440565	Apr-3-2001
TIGHT OVERNIGHT	76/301,079	Aug-17-2001	2629365	Oct-1-2002
TIME CAPSULES	78/662,017	Jun-30-2005	3170079	Nov-7-2006
TIME SENSORS	78316021	Oct-20-2003	2934238	Mar-15-2005
TIME TO ESCAPE: THE BEAUTICONTROL SPA EXPERIENCE	78/168,660	Sep-27-2002	2944828	Apr-26-2005
TIME TO GO	76/325,704	Oct-12-2001	2670212	Dec-31-2002
UNBELIEVABLE BLUSH	74/160,421	Apr-23-1991	1732348	Nov-17-1992

UNMISTAKABLE	78/605,133	Apr-8-2005	3173230	Nov-21-2006
UNWRAPPED	78263727	Jun-18-2003	2938892	Apr-5-2005
W.H.O. Logo	75/414,440	Jan-6-1998	2201540	Nov-3-1998
WE HELP OTHERS	75/789,147	Aug-31-1999	2613089	Aug-27-2002
WHO! WOMEN HELPING OTHERS Logo	74/345,353	Jan-4-1993	1847461	Jul-26-1994
WHOland	78/424,855	May-25-2004	3030617	Dec-13-2005