

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dart Industries Inc.		09/28/2007	CORPORATION: DELAWARE

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

**PROPERTY NUMBERS Total: 60**

Property Type	Number	Word Mark
Registration Number:	2750090	ACCESS MATES
Registration Number:	1340804	BIG WONDERS
Registration Number:	1361233	CARRY-ALL
Serial Number:	73270604	CLASSIC SHEER
Serial Number:	72241684	CRISP IT
Serial Number:	78888772	CRYSTALWAVE
Serial Number:	76009601	E-SERIES
Serial Number:	72199761	FIX-N-MIX
Serial Number:	78889360	FLATOUT!
Serial Number:	76609812	FLATOUT!
Serial Number:	74483020	
Serial Number:	73770165	FREEZER MATES
Serial Number:	76223344	FREEZESMART

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Serial Number:	75659725	FRIDGESMART
Serial Number:	78889043	HEAT 'N SERVE
Serial Number:	72202627	ICE TUPS
Serial Number:	72275688	JEL-ETTE
Serial Number:	73117595	JEL-RING
Serial Number:	73423216	LITTLE WONDERS
Serial Number:	73494093	MIDGETS
Serial Number:	73303617	MINI-PARTY
Serial Number:	72151258	MIX-N-STOR
Serial Number:	78778660	MODULAR MATES
Serial Number:	74349523	ONE TOUCH
Serial Number:	72293302	PAK-N-STOR
Serial Number:	73270603	PICK-A-DELI
Serial Number:	73271640	PICK-EM-UP
Serial Number:	78889885	PREP ESSENTIALS
Serial Number:	72461330	QUICK SHAKE
Serial Number:	76018114	ROCK 'N SERVE
Serial Number:	73121290	SEASON-SERVE
Serial Number:	73530109	SERVING CENTER
Serial Number:	72305679	SHAPE-O
Serial Number:	76462505	SHEERLY ELEGANT
Serial Number:	73374669	SIPPER SEAL
Serial Number:	72161280	SNACK-STOR
Serial Number:	78890103	SPIN 'N SAVE
Serial Number:	72237030	SQUARE-A-WAY
Serial Number:	78166826	STUFFABLES
Serial Number:	76609811	T TUPPERWARETODAY
Serial Number:	76582691	THATSA
Serial Number:	72306400	TUPPERCRAFT
Serial Number:	73358297	TUPPERTOYS
Serial Number:	72456120	TUPPERWARE
Serial Number:	73478184	TUPPERWARE
Serial Number:	76459248	TUPPERWARE
Serial Number:	76459236	TUPPERWARE
Serial Number:	76464918	TUPPERWARE

Serial Number:	72167491	TUPPERWARE
Serial Number:	72203117	TUPPERWARE
Serial Number:	72463550	TUPPERWARE
Serial Number:	73034477	TUPPERWARE
Serial Number:	76459235	TUPPERWARE
Serial Number:	76459247	TUPPERWARE
Serial Number:	76464640	TUPPERWARE
Serial Number:	76609810	TUPPERWARE TODAY
Serial Number:	76017732	TUPPERWARE TOY
Serial Number:	75550328	TUPPERWAVE
Serial Number:	72057856	WONDERLIER
Registration Number:	0633394	TUPPERWARE

**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: 6  
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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 Dart Industries 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

DART INDUSTRIES INC.


By 

Name: Thomas M. Roehlk

Title: Director, Vice 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 Dart Industries Inc.**  
**IP Security Agreement Schedule**

<u>TrademarkName</u>	<u>AppNumber</u>	<u>AppDate</u>	<u>RegNumber</u>	<u>RegDate</u>
ACCESS MATES	76/462503	28-Oct-02	2750090	12-Aug-03
BIG WONDERS	73/509664	19-Nov-84	1340804	11-Jun-85
CARRY-ALL	73/418262	21-Mar-83	1361233	17-Sep-85
CLASSIC SHEER	73/270604	17-Jul-80	1171315	29-Sep-81
CRISP-IT	72/241684	13-Jun-67	0834475	29-Aug-67
CRYSTAL WAVE	78/888772	22-May-06	3297763	25-Sep-07
E-SERIES	76/009601	15-Mar-00	2549033	19-Mar-02
FIX-N-MIX	72/199761	12-Aug-64	0809068	31-May-66
FLATOUT!	78/889360	22-May-06		
FLATOUT! LOGO	76/609812	30-Aug-04	2994107	13-Sep-05
FOUNTAIN LOGO DESIGN	74/483020	27-Jan-94	2039247	18-Feb-97
FREEZER MATES	73/770165	19-Dec-88	1581578	06-Feb-90
FREEZESMART	76/223344	12-Mar-01	2515174	04-Dec-01
FRIDGESMART	75/659725	12-Mar-99	2592043	09-Jul-02
HEAT 'N SERVE	78/889043	22-May-06	3266885	17-Jul-07
ICE TUPS	72/202627	24-Sep-64	790556	08-Jun-65
JEL-ETTE	72/275688	10-Jul-67	0847225	09-Apr-68
JEL-RING	73/117595	01-Mar-77	1077907	22-Nov-77
LITTLE WONDERS	73/423216	25-Apr-83	1283391	26-Jun-84
MIDGETS	73/494093	09-Aug-84	1395405	27-May-86
MINI-PARTY	73/303617	31-Mar-81	1183988	29-Dec-81
MIX-N-STOR	72/151258	15-Aug-62	0754111	06-Aug-63
MODULAR MATES	78/778660	21-Dec-05	3210773	20-Feb-07
ONE TOUCH	74/349523	19-Jan-93	1791674	07-Sep-93

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<u>TrademarkName</u>	<u>AppNumber</u>	<u>AppDate</u>	<u>RegNumber</u>	<u>RegDate</u>
PAK-N-STOR	72/293302	13-Oct-69	888481	24-Mar-70
PICK-A-DELI	73/270603	17-Jul-80	1186810	19-Jan-82
PICK-EM-UP	73/271640	25-Jul-80	1176694	03-Nov-81
PREP ESSENTIALS	78/889885	23-May-06		
QUICK SHAKE	72/461330	25-Jun-73	1004988	18-Feb-75
ROCK 'N SERVE	76/018114	15-Mar-00	2457152	05-Jun-01
SEASON-SERVE	73/121290	01-Apr-77	1075563	18-Oct-77
SERVING CENTER	73/530109	01-Apr-85	1370192	12-Nov-85
SHAPE-O	72/305679	21-Aug-68	0919293	31-Aug-71
SHEERLY ELEGANT	76/462505	28-Oct-02	2837873	04-May-04
SIPPER SEAL	73/374669	14-Jul-82	1257609	15-Nov-83
SNACK-STOR	72/161280	23-Jan-63	0763298	21-Jan-64
SPIN 'N SAVE	78/890103	23-May-06		
SQUARE-A-WAY	72/237030	21-Jan-66	0829608	06-Jun-67
STUFFABLES	78/166826	23-Sep-02	2917983	11-Jan-05
T TUPPERWARETODAY LOGO	76/609811	30-Aug-04	3097123	30-May-06
THATSA	76/582691	23-Mar-04	2984691	16-Aug-05
TUPPERCRAFT	72/306400	30-Aug-68	0873654	29-Jul-69
TUPPERTOYS	73/358297	05-Apr-82	1230080	08-Mar-83
TUPPERWARE (BLOCK)	72/456120	30-Apr-73	1008244	01-Apr-75
TUPPERWARE (BLOCK)	73/478184	30-Apr-84	1328575	02-Apr-85
TUPPERWARE (BLOCK)	76/459248	18-Oct-02	2775070	21-Oct-03
TUPPERWARE (BLOCK)	76/459236	18-Oct-02	2820832	09-Mar-04
TUPPERWARE (BLOCK)	76/464918	06-Nov-02	2857358	29-Jun-04
TUPPERWARE (BLOCK)	72/167491	24-Apr-63	0765844	03-Mar-64



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<u>TrademarkName</u>	<u>AppNumber</u>	<u>AppDate</u>	<u>RegNumber</u>	<u>RegDate</u>
TUPPERWARE (BLOCK)	72/203117	01-Oct-64	0791800	29-Jun-65
TUPPERWARE (BLOCK)	72/463550	20-Jul-73	991025	13-Aug-74
TUPPERWARE (DOUBLE LINE)	73/034477	15-Oct-74	1041493	15-Jun-76
TUPPERWARE (FANCIFUL)	72/688369	26-May-55	0633394	28-Aug-56
TUPPERWARE (HELVETICA STYLE)	76/459235	18-Oct-02	2773362	14-Oct-03
TUPPERWARE (HELVETICA STYLE)	76/459247	18-Oct-02	2829361	06-Apr-04
TUPPERWARE (HELVETICA STYLE)	76/464640	06-Nov-02	2859473	06-Jul-04
TUPPERWARE TODAY	76/609810	30-Aug-04	3097122	30-May-06
TUPPERWARE TOYS	76/017732	15-Mar-00	2431717	27-Feb-01
TUPPERWAVE (BLOCK)	75/550328	09-Sep-98	2290176	02-Nov-99
WONDERLIER	72/057856	25-Aug-58	0690034	22-Dec-59