

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
Dart Industries Inc.		06/02/2011	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: 1			
Property Type	Number	Word Mark	
Registration Number:	3873537	TUPPERWARE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	rebecca.lederhouse@bakermckenzie.com, colleen.brennan@bakermckenzie.com		
Correspondent Name:	Rebecca Lederhouse		
Address Line 1:	300 East Randolph Street, Suite 5000		
Address Line 2:	Baker & McKenzie LLP		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	22274238-000001		
NAME OF SUBMITTER:	Rebecca Lederhouse		
Signature:	/rebecca lederhouse/		

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 REEL: 004975 FRAME: 0761

Date:

03/06/2013

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Agreement confirms that the Trademark Registration 3873537 is and has been since June 2, 2011 subject to the INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, "IP Security Agreement") dated as of June 2, 2011, having been made by and between Dart Industries Inc., a Delaware corporation (the "Grantor") and JPMorgan Chase Bank, N.A., as Collateral Agent (the "Collateral Agent") for the benefit of the Secured Parties (as defined in the Security Agreement referred to below) and which IP Security Agreement is attached as Exhibit I hereto.

WHEREAS, contemporaneously therewith, the Grantor and the Collateral Agent entered into a Security Agreement dated as of the date thereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Terms defined in the Security Agreement and not otherwise defined in the IP Security Agreement are used in the IP Security Agreement as defined in the Security Agreement.

WHEREAS, also contemporaneously therewith, JPMorgan Chase Bank, N.A., as Collateral Agent and as Administrative Agent, Wells Fargo Bank, National Association, as Trustee, the Grantor and Tupperware Brands Corporation, a Delaware corporation (the "Borrower") entered into an Intercreditor and Collateral Agency Agreement dated as of June 2, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement").

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

WHEREAS, it was a material condition precedent to the agreement of the applicable Secured Parties to extend to the Borrower or Borrowers, as applicable, as contemplated by the Credit Agreement and the Indenture that Grantor grant to the Collateral Agent, for the ratable benefit of the Secured Parties and as security for the Secured Obligations, a first priority perfected lien on and security interest in the Collateral as provided herein and in the Security Agreement.

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

SECTION 1. Grant of Security. The Grantor granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of the Grantor's right, title and interest in and to the following (the "Collateral") which Collateral included the Trademark Registration 3873537 in addition to those registrations and applications that were recorded at Reel/Frame: 004554/0913:

- (i) the trademark and service mark registrations and applications set forth in Schedule A to the IP Security Agreement at Reel/Frame: 004554/0913 (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 "Trademarks");

(ii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation or other violation with respect to any of the foregoing, 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. Grantor agrees and confirms that the grant of a security interest in, the Collateral by the Grantor under the IP Security Agreement secured and continues to secure the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Credit 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, the IP Security Agreement secured the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the Grantor to any Secured Party under the Credit 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 the Grantor.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer at the U.S. Patent and Trademark Office record this Agreement.

SECTION 4. Execution in Counterparts. This 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. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or other electronic imaging means shall be effective as delivery of an original executed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. The IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and remains in full force and effect. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral 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, the Grantor has caused this Agreement to be effective
as of the date first above written.

DART INDUSTRIES INC., as Grantor

By 

Name: Thomas M. Roehlk

Title: Vice President and Secretary

Exhibit I

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "IP Security Agreement") dated as of June 2, 2011, is made by and between Dart Industries Inc., a Delaware corporation (the "Grantor") and JPMorgan Chase Bank, N.A., as Collateral Agent (the "Collateral Agent") for the benefit of the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, contemporaneously herewith, the Grantor and the Collateral Agent are entering into a Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Terms defined in the Security Agreement and not otherwise defined in this IP Security Agreement are used in this IP Security Agreement as defined in the Security Agreement.

WHEREAS, also contemporaneously herewith, JPMorgan Chase Bank, N.A., as Collateral Agent and as Administrative Agent, Wells Fargo Bank, National Association, as Trustee, the Grantor and Tupperware Brands Corporation, a Delaware corporation (the "Borrower") are entering into an Intercreditor and Collateral Agency Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement").

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

WHEREAS, it is a material condition precedent to the agreement of the applicable Secured Parties to extend to the Borrower or Borrowers, as applicable, as contemplated by the Credit Agreement and the Indenture that Dart grant to the Collateral Agent, for the ratable benefit of the Secured Parties and as security for the Secured Obligations, a first priority perfected lien on and security interest in the Collateral as provided herein and in the Security Agreement.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of the Grantor's right, title and interest in and to the following (the "Collateral"):

- (i) the trademark and service mark registrations and applications set forth in Schedule A 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 "Trademarks");

(ii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation or other violation with respect to any of the foregoing, 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 the Grantor under this IP Security Agreement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Credit 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 the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the Grantor to any Secured Party under the Credit 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 the Grantor.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer at the U.S. Patent and Trademark Office 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. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopier or other electronic imaging means shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

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

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this IP Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

DART INDUSTRIES INC., as Grantor

By Edward R. Davis, III

Name: Edward R. Davis III

Title: Vice President & Treasurer

Address for Notices:

14901 S. Orange Blossom Trail
Orlando, FL 32837

Signature Page to Tupperware IP Security Agreement

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JPMORGAN CHASE BANK, N.A.
as Collateral Agent

By 

Name: John A. Horst
Title: Credit Executive

Address for Notices:

JPMorgan Chase Bank, N.A.
JPMorgan Loan Services
10 South Dearborn, 7th floor
Chicago, IL 60603

Signature Page to Tupperware AP Security Agreement

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SCHEDULE 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>
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
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	77/573316	18-Sep-08	3580484	24-Feb-09
TUPPERWARE	77/579362	27-Sep-08	3580494	24-Feb-09
TUPPERWARE	77/741779	21-May-09	3962380	17-May-11
TUPPERWARE BRANDS CONFIDENCE	85/147455	07-Oct-10		
TUPPERWARE BRANDS FOUNDATION & DESIGN	77/525805	18-Jul-08	3690375	29-Sep-09

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RECORDED: 03/06/2013

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