

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618487

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A., AS THE COLLATERAL AGENT		12/03/2020	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) LLC, AS SUCCESSOR COLLATERAL AGENT		
Street Address:	225 W, Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	1008244	TUPPERWARE	
Registration Number:	1328575	TUPPERWARE	
Registration Number:	2775070	TUPPERWARE	
Registration Number:	2820832	TUPPERWARE	
Registration Number:	2857358	TUPPERWARE	
Registration Number:	765844	TUPPERWARE	
Registration Number:	791800	TUPPERWARE	
Registration Number:	991025	TUPPERWARE	
Registration Number:	1041493	TUPPERWARE	
Registration Number:	633394	TUPPERWARE	
Registration Number:	2773362	TUPPERWARE	
Registration Number:	2829361	TUPPERWARE	
Registration Number:	2859473	TUPPERWARE	
Registration Number:	3580484	TUPPERWARE	
Registration Number:	3580494	TUPPERWARE	
Registration Number:	3962380	TUPPERWARE	
Registration Number:	3690375	TUPPERWARE BRANDS FOUNDATION	
Serial Number:	85147455	TUPPERWARE BRANDS CONFIDENCE	

OP \$465.00 1008244

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 8004947512*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.***Phone:** 202-370-4756**Email:** ipteam@coagencyglobal.com**Correspondent Name:** Jay daSilva**Address Line 1:** 1025 Vermont Ave NW, Suite 1130**Address Line 2:** COGENCY GLOBAL INC.**Address Line 4:** Washington, D.C. 20005**ATTORNEY DOCKET NUMBER:** 1297505 TM IPSA**NAME OF SUBMITTER:** Elizabeth Wagenbach**SIGNATURE:** /Elizabeth Wagenbach/**DATE SIGNED:** 01/05/2021**Total Attachments: 5**

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ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY INTEREST dated as of December 3, 2020 (this “**Assignment**”), by JPMORGAN CHASE BANK, N.A. (“**JPMorgan**”), as existing collateral agent for the Secured Parties (as defined in the Intercreditor and Collateral Agency Agreement described below) (in such capacity, the “**Predecessor Collateral Agent**”) and ALTER DOMUS (US) LLC (“**Alter Domus**”), as successor collateral agent for the Secured Parties (in such capacity, the “**Successor Collateral Agent**”).

A. Reference is made to the Intercreditor and Collateral Agency Agreement dated as of June 2, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor and Collateral Agency Agreement**”), among Tupperware Brands Corporation, a Delaware corporation (the “**Company**”), Dart Industries Inc., a Delaware corporation (“**Dart**”), Wells Fargo Bank, N.A., as the Note Trustee, and JPMorgan, as the Revolver Administrative Agent and as the Predecessor Collateral Agent. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the the Intercreditor and Collateral Agency Agreement.

B. Reference is made to the Security Agreement dated as of June 2, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “**Dart Security Agreement**”), made by and between Dart and the Predecessor Collateral Agent.

C. Reference is made to the Intellectual Property Security Agreement dated as of June 2, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “**Intellectual Property Security Agreement**”), by and between Dart (the “**Grantor**”) and the Predecessor Collateral Agent, pursuant to which, among other things, the Grantor reaffirmed its grant of a security interest under the Dart Security Agreement to the Predecessor Collateral Agent, for the benefit of the Secured Parties, in the Collateral (as defined in the Intellectual Property Security Agreement), including all its right, title and interest in and to the trademark and service mark registrations and applications of the Grantor identified on Schedule I hereto (the “**Trademark Collateral**”), which Intellectual Property Security Agreement was recorded on June 6, 2011 with the United States Patent and Trademark Office (the “**USPTO**”) at Reel/Frame 4554/0913.

D. Pursuant to the Collateral Agency Transfer Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “**Collateral Agency Transfer Agreement**”), among the Predecessor Collateral Agent, the Successor Collateral Agent, the Company, Dart and the Revolver Administrative Agent, the Predecessor Collateral Agent, assigned all its right, title and interest in and to the Trademark Collateral to the Successor Collateral Agent.

SECTION 1. *Assignment.* Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Predecessor Collateral Agent hereby confirms the assignment, pursuant to the Collateral Agency Transfer Agreement, of all its right, title and interest in, to and under the Trademark Collateral under the Dart Security

Agreement and the Intellectual Property Security Agreement to the Successor Collateral Agent and the Successor Collateral Agent hereby confirms its acceptance of such assignment.

SECTION 2. *Miscellaneous.*

(a) The Predecessor Collateral Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer at the USPTO record this Assignment.

(b) This Assignment may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or email transmission shall be effective as delivery of a manually executed counterpart of this Assignment. The words “execution”, “signed”, “signature”, “delivery” and words of like import in or relating to this Assignment shall be deemed to include Electronic Signatures (as hereinafter defined), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. “Electronic Signatures” means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record..

(c) THIS ASSIGNMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the day and year first above written.

JPMORGAN CHASE BANK, N.A., as
Predecessor Collateral Agent,

By Blakely Engel
Name: Blakely Engel
Title: Vice President

[Signature Page to Assignment of Intellectual Property Security Interest]

TRADEMARK
REEL: 007155 FRAME: 0545

ALTER DOMUS (US) LLC, as Successor
Collateral Agent

By



Name: Matthew Trybula
Title: Associate Counsel

[Signature Page to Assignment of Intellectual Property Security Interest]

TRADEMARK
REEL: 007155 FRAME: 0546

Schedule I

Trademark Name	Application Number	Application Date	Registration Number	Registration Date
TUPPERWARE (BLOCK)	72/456120	30-Apr-1973	1008244	01-Apr-1975
TUPPERWARE (BLOCK)	73/478184	30-Apr-1984	1328575	02-Apr-1985
TUPPERWARE (BLOCK)	76/459248	18-Oct-2002	2775070	21-Oct-2003
TUPPERWARE (BLOCK)	76/459236	18-Oct-2002	2820832	09-Mar-2004
TUPPERWARE (BLOCK)	76/464918	06-Nov-2002	2857358	29-Jun-2004
TUPPERWARE (BLOCK)	72/167491	24-Apr-1963	0765844	03-Mar-1964
TUPPERWARE (BLOCK)	72/203117	01-Oct-1964	0791800	29-Jun-1965
TUPPERWARE (BLOCK)	72/463550	20-Jul-1973	991025	13-Aug-1974
TUPPERWARE (DOUBLE LINE)	73/034477	15-Oct-1974	1041493	15-Jun-1976
TUPPERWARE (FANCIFUL)	71/688369	26-May-1955	0633394	28-Aug-1956
TUPPERWARE (HELVETICA STYLE)	76/459235	18-Oct-2002	2773362	14-Oct-2003
TUPPERWARE (HELVETICA STYLE)	76/459247	18-Oct-2002	2829361	06-Apr-2004
TUPPERWARE (HELVETICA STYLE)	76/464640	06-Nov-2002	2859473	06-Jul-2004
TUPPERWARE (BLOCK)	77/573316	18-Sep-2008	3580484	24-Feb-2009
TUPPERWARE (BLOCK)	77/579362	27-Sep-2008	3580494	24-Feb-2009
TUPPERWARE	77/741779	21-May-2009	3962380	17-May-2011
TUPPERWARE BRANDS CONFIDENCE	85/147455	07-Oct-2010		
TUPPERWARE BRANDS FOUNDATION & DESIGN	77/525805	18-Jul-2008	3690375	29-Sep-2009