

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM693018

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dart Industries Inc.		11/23/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	1700 Lincoln Street, 3rd Floor		
Internal Address:	MAC C7300-033		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80203		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 19			
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:	0765844	TUPPERWARE	
Registration Number:	0791800	TUPPERWARE	
Registration Number:	991025	TUPPERWARE	
Registration Number:	1041493	TUPPERWARE	
Registration Number:	0633394	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:	4051897	TUPPERWARE BRANDS CONFIDENCE	
Registration Number:	3690375	TUPPERWARE BRANDS FOUNDATION	

OP \$490.00 1008244

Property Type	Number	Word Mark
Registration Number:	3873537	TUPPERWARE

CORRESPONDENCE DATA

Fax Number: 7043738822

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: 7043734640

Email: bsmith@mcguirewoods.com

Correspondent Name: Betty G. Smith, Senior Paralegal

Address Line 1: McGuireWoods LLP, 201 N. Tryon St.

Address Line 2: Suite 3000

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	2029724-1784
NAME OF SUBMITTER:	Betty G. Smith
SIGNATURE:	/Betty G. Smith/
DATE SIGNED:	12/07/2021

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, this “IP Security Agreement”) dated as of November 23, 2021, is made by and between Dart Industries Inc., a Delaware corporation (the “Grantor”), and Wells Fargo Bank, National Association, as Administrative Agent (the “Administrative Agent”) for the benefit of the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, contemporaneously herewith, the Grantor and the Administrative 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, under the terms of the Security Agreement, the 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 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 credit to the Borrowers as contemplated by the Credit Agreement that Dart grant to the Administrative Agent, for the ratable benefit of the Secured Parties and as security for the 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 Administrative 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 Obligations of the 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 the payment of all amounts that constitute part of the Obligations and that would be owed by the Grantor to any Secured Party under the Loan Documents but for the fact that such 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. The security interests granted to the Administrative Agent herein are granted in connection with, and not in limitation or expansion of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that 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 hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Incorporation by Reference. The provisions of Sections 15, 18(b), 21, 22 and 24 of the Master Collateral Agreement are hereby incorporated by reference herein as if set forth in full force herein, mutatis mutandis.

[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.

By: 
Name: Karen Sheehan
Title: Vice President and Secretary

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: Paul Richards

Name: Paul Richards

Title: Senior Vice President

Schedule A

Material Marks

United States

	Trademark Name	Application Number	Filing Date	Registration Number	Registration Date
1.	TUPPERWARE (BLOCK)	72/456120	30-Apr-1973	1008244	01-Apr-1975
2.	TUPPERWARE (BLOCK)	73/478184	30-Apr-1984	1328575	02-Apr-1985
3.	TUPPERWARE (BLOCK)	76/459248	18-Oct-2002	2775070	21-Oct-2003
4.	TUPPERWARE (BLOCK)	76/459236	18-Oct-2002	2820832	09-Mar-2004
5.	TUPPERWARE (BLOCK)	76/464918	06-Nov-2002	2857358	29-Jun-2004
6.	TUPPERWARE (BLOCK)	72/167491	24-Apr-1963	0765844	03-Mar-1964
7.	TUPPERWARE (BLOCK)	72/203117	01-Oct-1964	0791800	29-Jun-1965
8.	TUPPERWARE (BLOCK)	72/463550	20-Jul-1973	991025	13-Aug-1974
9.	TUPPERWARE(DOUBLE LINE)	73/034477	15-Oct-1974	1041493	15-Jun-1976
10.	TUPPERWARE (FANCIFUL)	71/688369	26-May-1955	0633394	28-Aug-1956
11.	TUPPERWARE (HELVETICA STYLE)	76/459235	18-Oct-2002	2773362	14-Oct-2003
12.	TUPPERWARE (HELVETICA STYLE)	76/459247	18-Oct-2002	2829361	06-Apr-2004
13.	TUPPERWARE (HELVETICA STYLE)	76/464640	06-Nov-2002	2859473	06-Jul-2004
14.	TUPPERWARE (BLOCK)	77/573316	18-Sep-2008	3580484	24-Feb-2009
15.	TUPPERWARE (BLOCK)	77/579362	27-Sep-2008	3580494	24-Feb-2009
16.	TUPPERWARE	77/741779	21-May-2009	3962380	17-May-2011
17.	TUPPERWARE BRANDS CONFIDENCE	85/147455	07-Oct-2010	4051897	08-Nov-2011
18.	TUPPERWARE BRANDS FOUNDATION & DESIGN	77/525805	18-Jul-2008	3690375	29-Sep-2009
19.	TUPPERWARE	85/008602	07-Apr-2010	3873537	09-Nov-2010

France

	Trademark Name	Application Number	Filing Date	Registration Number	Registration Date
1.	TUPPERWARE	771261	09-Dec-1985	1334205	09-Dec-1985
2.	TUPPERWARE	546761	09-Feb-1990	1574857	09-Feb-1990
3.	TUPPERWARE	292323	18-Jun-1991	1671869	18-Jun-1991
4.	TUPPERWARE (DOUBLE LINE LOGO)	187551	11-Mar-1975	1299289	14-Feb-1985

Germany

	Trademark Name	Application Number	Filing Date	Registration Number	Registration Date
1.	TUPPERWARE	R14704/21WZ	17-Feb-1961	758500	17-Feb-1961
2.	TUPPERWARE	R20332/35WZ	15-Mar-1965	812174	15-Mar-1965
3.	TUPPERWARE	DDW 50 544	08-Jul-1974	DD640511	08-Jul-1974
4.	TUPPERWARE	D34024/35WZ	08-May-1979	1001848	08-May-1979
5.	TUPPERWARE	39520328.7	13-May-1995	39520328	16-Feb-1996
6.	TUPPERWARE	39860785.0/11	22-Oct-1998	39860785	02-Mar-1999
7.	TUPPERWARE (DOUBLE LINE)	D29348/21 WZ	27-Feb-1975	943383	27-Feb-1975

Mexico

	Trademark Name	Application Number	Filing Date	Registration Number	Registration Date
1.	TUPPERWARE	98250	03-May-1961	106182	03-May-1961
2.	TUPPERWARE	122812	14-May-1965	126008	14-May-1965
3.	TUPPERWARE	4676	05-Aug-1966	132064	05-Aug-1966
4.	TUPPERWARE	4677	05-Aug-1966	134288	05-Aug-1966
5.	TUPPERWARE	76653	02-Jan-1974	183182	02-Jan-1974
6.	TUPPERWARE	465686	12-Jan-2001	720672	30-Oct-2001
7.	TUPPERWARE	465687	12-Jan-2001	727782	12-Dec-2001
8.	TUPPERWARE	466230	16-Jan-2001	696090	25-Apr-2001
9.	TUPPERWARE	466231	16-Jan-2001	696091	25-Apr-2001
10.	TUPPERWARE	465980	15-Jan-2001	694029	30-Mar-2001
11.	TUPPERWARE	465688	12-Jan-2001	721498	31-Oct-2001
12.	TUPPERWARE	465981	15-Jan-2001	694030	30-Mar-2001
13.	TUPPERWARE	465982	15-Jan-2001	694031	30-Mar-2001
14.	TUPPERWARE	465983	15-Jan-2001	694032	30-Mar-2001
15.	TUPPERWARE	465689	12-Jan-2001	731123	30-Jan-2002
16.	TUPPERWARE	466232	16-Jan-2001	696092	25-Apr-2001
17.	TUPPERWARE	465690	12-Jan-2001	738854	25-Mar-2002
18.	TUPPERWARE	465691	12-Jan-2001	727783	12-Dec-2001
19.	TUPPERWARE	466233	16-Jan-2001	696093	25-Apr-2001
20.	TUPPERWARE	466663	18-Jan-2001	694134	30-Mar-2001
21.	TUPPERWARE (DOUBLE LINE)	190,015	02-Sep-1981	269318	26-Nov-1981

South Africa

	Trademark Name	Application Number	Filing Date	Registration Number	Registration Date
1.	TUPPERWARE	77/3383	03-Aug-1977	77/3383	03-Aug-1977
2.	TUPPERWARE	81/5317	24-Jul-1981	81/5317	15-Jul-1983
3.	TUPPERWARE	2000/22634	13-Nov-2000	2000/22634	21-Sep-2005
4.	TUPPERWARE	2000/22635	13-Nov-2000	2000/22635	17-Oct-2006
5.	TUPPERWARE	2000/22636	13-Nov-2000	2000/22636	21-Sep-2005
6.	TUPPERWARE	2000/22637	13-Nov-2000	2000/22637	21-Sep-2005
7.	TUPPERWARE	2000/22638	13-Nov-2000	2000/22638	21-Sep-2005
8.	TUPPERWARE	2000/22639	13-Nov-2000	2000/22639	21-Sep-2005
9.	TUPPERWARE	2000/22640	13-Nov-2000	2000/22640	21-Sep-2005
10	TUPPERWARE	2000/22641	13-Nov-2000	2000/22641	21-Sep-2005
11	TUPPERWARE	2000/22642	13-Nov-2000	2000/22642	21-Sep-2005
12	TUPPERWARE	2000/22643	13-Nov-2000	2000/22643	21-Sep-2005
13	TUPPERWARE	2000/22644	13-Nov-2000	2000/22644	21-Sep-2005
14	TUPPERWARE	2000/22645	13-Nov-2000	2000/22645	21-Sep-2005
15	TUPPERWARE	2000/22646	13-Nov-2000	2000/22646	21-Sep-2005
16	TUPPERWARE (DOUBLE LINE)	75/0484	04-Feb-1975	75/0484	04-Feb-1975
17	TUPPERWARE (FANCIFUL)	61/0715	02-Mar-1961	B61/0715	02-Mar-1961
18	TUPPERWARE (FANCIFUL)	66/1650	28-Apr-1966	66/1650	28-Apr-1966

Switzerland

	Trademark Name	Application Number	Filing Date	Registration Number	Registration Date
1.	TUPPERWARE	4391	15-Jul-1985	341630	30-Nov-1985
2.	TUPPERWARE	2815/1995.9	16-Mar-1995	426712	20-Aug-1996
3.	TUPPERWARE	13469/2000	13-Nov-2000	487143	23-Aug-2001
4.	TUPPERWARE (DOUBLE LINE)	1149	18-Mar-1975	277141	18-Mar-1975

European Union

	Trademark Name	Application Number	Filing Date	Registration Number	Registration Date
1.	TUPPERWARE	334599	01-Apr-1996	334599	06-Oct-1998
2.	TUPPERWARE	1438670	23-Dec-1999	1438670	20-Feb-2002