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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM736253

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Alter Domus (US) LLC, as Administrative Agent		11/23/2021	Limited Liability Company:

# **RECEIVING PARTY DATA**

Name:	Dart Industries, Inc.	
Street Address:	14901 S. Orange Blossom Trail	
City:	Orlando	
State/Country:	FLORIDA	
Postal Code:	32837	
Entity Type:	Corporation: 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:	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:	3690375	TUPPERWARE BRANDS FOUNDATION
Serial Number:	85147455	TUPPERWARE BRANDS CONFIDENCE

TRADEMARK REEL: 007759 FRAME: 0031

900702292

#### **CORRESPONDENCE DATA**

**Fax Number:** 6175236850

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:** 617-523-2700

**Email:** susan.dinicola@hklaw.com,anastasia.sotiropoulos@hklaw.com

Correspondent Name: Holland & Knight LLP Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	06/22/2022		

#### **Total Attachments: 5**

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#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of November 23, 2021 (the "Effective Date"), is made by ALTER DOMUS (US) LLC, as administrative agent (the "Administrative Agent"), in favor of DART INDUSTRIES INC., a Delaware corporation (the "Grantor").

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of June 2, 2011 and among JPMorgan Chase Bank, N.A. ("JPMorgan") and Grantor (the "Dart IP Security Agreement") and recorded with the United States Patent and Trademark Office on June 6, 2011 at Reel/Frame 4554/0913, the Grantor granted to JPMorgan a security interest in and to certain collateral, including trademarks and trademark applications;

WHEREAS, pursuant to (a) that certain Collateral Agency Transfer Agreement, dated as of December 3, 2020 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agency Transfer Agreement"), among JPMorgan, as Revolver Administrative Agent (as defined therein) and Predecessor Collateral Agent (as defined therein), Administrative Agent, as Term Administrative Agent (as defined therein) and Successor Collateral Agents (as defined therein), Tupperware Brands Corporation and Grantor and (b) that certain Assignment of Intellectual Property Security Interest, dated December 3, 2020, ("IP Interest Assignment") between JPMorgan and Administrative Agent, JPMorgan assigned all of its right, title and interest in and to the Trademark Collateral, including the trademarks and trademark application set forth on Schedule 1, to the Administrative Agent;

WHEREAS, the IP Interest Assignment was recorded with the Trademark Division of the United States Patent and Trademark Office on January 5, 2021 at Reel/Frame 7155/0541;

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

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Collateral Agency Transfer Agreement, IP Interest Assignment or the Dart IP Security Agreement, as applicable.
- Release. The Administrative Agent, without representation or warranty of any kind, hereby releases, discharges, terminates, and cancels all of its security interest in and to the trademarks and trademark applications included in the collateral, including but not limited to the trademarks and trademark applications set forth in Schedule I attached hereto, arising under the Collateral Agency Transfer Agreement, IP Interest Assignment and the Dart IP Security Agreement. If and to the extent that the Administrative Agent has acquired any right, title, or interest in and to the trademarks and trademark applications under the Collateral Agency Transfer Agreement, IP Interest Assignment or the Dart IP Security Agreement, the Administrative Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys, and re-assigns such right, title or interest to the Grantor. The Administrative Agent authorizes and requests that this Release be recorded at the United States Patent and Trademark Office.

- 3. <u>Termination</u>. The Administrative Agent, without representation or warranty of any kind, terminates and cancels the Collateral Agency Transfer Agreement, IP Interest Assignment and the Dart IP Security Agreement.
- 4. <u>Further Assurances</u>. The Administrative Agent agrees to take all further actions, and provide to the Grantor all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, to more fully and effectively effectuate the purposes of this Release.
- 5. <u>Counterparts</u>. This Release may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument. The Grantor acknowledges that this Release is and shall be effective upon execution and delivery by the parties hereto. Delivery of an executed counterpart of a signature page of this Release by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Release.
- 6. <u>Severability</u>. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Release shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.
- 7. <u>Governing Law</u>. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with and governed exclusively by the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Signature pages follow]

2

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized representatives as of the Effective Date:

ALTER DOMUS (US) LLC,

as Administrative Agent

By:

Vame: Emily Engang Pappas

Title: Head of Legal, North America

### **GRANTOR:**

DART INDUSTRIES INC.,

a Delaware corporation

By: Name:

Cassandra Harri

Title:

Vice President, Chief Financial Officer and Chief Operating Officer

[Signature page to Release of Security Interests in Trademarks]

# Schedule 1

Trademark	Application	Application	Registration	Registration
Name	Number	Date	Number	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	73/034477	15-Oct-1974	1041493	15-Jun-1976
LINE)				
TUPPERWARE	71/688369	26-May-1955	0633394	28-Aug-1956
(FANCIFUL)				
TUPPERWARE	76/459235	18-Oct- 2002	2773362	14-Oct-2003
(HELVETICA STYLE)				
TUPPERWARE	76/459247	18-Oct- 2002	2829361	06-Apr-2004
(HELVETICA STYLE)				
TUPPERWARE	76/464640	06-Nov-2002	2859473	06-Jul-2004
(HELVETICA STYLE)				
TUPPERWARE (BLOCK)	77/573316	18-Sep-2008	3580484	24-Feb-2009
TUPPERWARE (BLOCK)	77/579362	27-Sep-2008	3580494	24-Feb-2004
TUPPERWARE	77/741779	21-May-2009	3962380	17-May-2011
TUPPERWARE BRANDS	85/147455	07-Oct-2010		
CONFIDENCE				
TUPPERWARE BRANDS	77/525805	18-Jul-2008	3690375	29-Sep-2009
FOUNDATION & DESIGN				

**RECORDED: 06/22/2022**