

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.		12/05/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	101 N. Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 71

Property Type	Number	Word Mark
Registration Number:	2750090	ACCESS MATES
Registration Number:	0856086	ACTIVAIR
Registration Number:	1340804	BIG WONDERS
Registration Number:	1361233	CARRY-ALL
Registration Number:	1171315	CLASSIC SHEER
Registration Number:	0789324	CODUREX
Registration Number:	1184841	COUNTERPARTS
Registration Number:	0834475	CRISP IT
Registration Number:	2039247	
Registration Number:	0790174	ECONO CANISTER
Registration Number:	2549033	E-SERIES
Registration Number:	0826222	ESTRA-LO
Registration Number:	0809068	FIX-N-MIX
Registration Number:	2994107	FLATOUT!

CH \$1790.00 2750090

Registration Number:	0796589	FLAVOR SAVER
Registration Number:	1581578	FREEZER MATES
Registration Number:	2515174	FREEZESMART
Registration Number:	0822193	FRESH-N-FANCY
Registration Number:	2592043	FRIDGESMART
Registration Number:	0769120	GCW
Registration Number:	1414271	HANDY POUR
Registration Number:	0790556	ICE TUPS
Registration Number:	0847225	JEL-ETTE
Registration Number:	1077907	JEL-RING
Registration Number:	1458381	LIFETIME
Registration Number:	1283391	LITTLE WONDERS
Registration Number:	1395405	MIDGETS
Registration Number:	1183988	MINI-PARTY
Registration Number:	0754111	MIX-N-STOR
Registration Number:	1791674	ONE TOUCH
Registration Number:	2386096	OVENWORKS
Registration Number:	0888481	PAK-N-STOR
Registration Number:	0790873	PARTY SUSAN
Registration Number:	0538501	PERMANENT
Registration Number:	1186810	PICK-A-DELI
Registration Number:	1176694	PICK-EM-UP
Registration Number:	1008560	POP-A-LOT
Registration Number:	1004988	QUICK SHAKE
Registration Number:	2457152	ROCK 'N SERVE
Registration Number:	1075563	SEASON-SERVE
Registration Number:	1370192	SERVING CENTER
Registration Number:	0919293	SHAPE-O
Registration Number:	2837873	SHEERLY ELEGANT
Registration Number:	1257609	SIPPER SEAL
Registration Number:	0763298	SNACK-STOR
Registration Number:	0790554	SQUARE KEEPER
Registration Number:	0829608	SQUARE-A-WAY
Registration Number:	0790168	SUZETTE
Registration Number:	2473989	T.2

Registration Number:	2373435	TANDEM COOKING
Registration Number:	2984691	THATSA
Registration Number:	0832228	TUPPER TOPICS
Registration Number:	0873654	TUPPERCRAFT
Registration Number:	2400453	TUPPERFUN
Registration Number:	2400452	TUPPERFUN
Registration Number:	1230080	TUPPERTOYS
Registration Number:	0633394	TUPPERWARE
Registration Number:	2857358	TUPPERWARE
Registration Number:	2775070	TUPPERWARE
Registration Number:	2829361	TUPPERWARE
Registration Number:	0791800	TUPPERWARE
Registration Number:	2820832	TUPPERWARE
Registration Number:	2773362	TUPPERWARE
Registration Number:	1328575	TUPPERWARE
Registration Number:	0765844	TUPPERWARE
Registration Number:	2859473	TUPPERWARE
Registration Number:	1008244	TUPPERWARE
Registration Number:	0991025	TUPPERWARE
Registration Number:	2431717	TUPPERWARE TOY
Registration Number:	2290176	TUPPERWAVE
Registration Number:	0690034	WONDERLIER

CORRESPONDENCE DATA

Fax Number: (312)698-2712
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-861-8949
Email: rebecca.b.lederhouse@bakernet.com
Correspondent Name: Rebecca B. Lederhouse
Address Line 1: 130 E. Randolph Drive
Address Line 2: Suite 3500
Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER:	Rebecca B. Lederhouse
Signature:	/Rebecca B. Lederhouse/
Date:	01/17/2006

Total Attachments: 7

source=security interest dart and boa#page1.tif

source=security interest dart and boa#page2.tif

source=security interest dart and boa#page3.tif

source=security interest dart and boa#page4.tif

source=security interest dart and boa#page5.tif

source=security interest dart and boa#page6.tif

source=security interest dart and boa#page7.tif

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 December 5, 2005, is made by Dart Industries Inc. (the “*Grantor*”) in favor of Bank of America, 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 Corporation, a Delaware corporation, has entered into a Credit Agreement dated as of December 5, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, JPMorgan Securities Inc. as Syndication Agent, Key Bank, National Association and Calyon Corporate and Investment Bank and Mizuho, Corporate Bank, Ltd., as Co-Documentation Agents, 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 December 5, 2005 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.

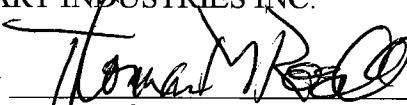
SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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



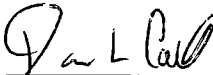
Name: Thomas M. Rochik

Title: Director, Vice President and Secretary

Grantee

BANK OF AMERICA, N.A.

By





Name: David L. Cathers

Title: Vice President

CHIDMS1/617618.1/US IP Security Agreement Dart

UNITED STATES
TRADEMARKS OF DART INDUSTRIES INC.
IP Security Agreement Schedule

Trademark	Image	Serial Application Number	Registration Number	Application Date	Date Registered
ACCESS MATES		76462503	2750090	October 28, 2002	August 12, 2003
ACTIVAIR		72283928	0856086	November 1, 1967	September 3, 1968
BIG WONDERS		73509664	1340804	November 19, 1984	June 11, 1985
CARRY-ALL		73418262	1361233	March 21, 1983	September 17, 1985
CLASSIC SHEER		73270604	1171315	July 17, 1980	September 29, 1981
CODUREX		72203819	0789324	October 12, 1964	May 11, 1965
COUNTERPARTS		73301500	1184841	March 16, 1981	January 5, 1982
CRISP IT		72241684	0834475	March 23, 1966	August 29, 1967
Design Only		74483020	2039247	January 27, 1994	February 18, 1997
ECONO CANISTER		72201470	0790174	September 8, 1964	June 1, 1965
E-SERIES		76009601	2549033	March 15, 2000	March 19, 2002
ESTRA-LO		72239709	0826222	February 28, 1966	March 21, 1967
FIX-N-MIX		72199761	0809068	August 12, 1964	May 31, 1966
FLATOUT!		76609812	2994107	August 30, 2004	September 13, 2005
FLAVOR SAVER		72203823	0796589	October 12, 1964	September 28, 1965
FREEZER MATES		73770165	1581578	December 19, 1988	February 6, 1990
FREEZESMART		76223444	2515174	March 12, 2001	December 4, 2001
FRESH-N-FANCY		72233825	0822193	December 2, 1965	January 17, 1967

**UNITED STATES
TRADEMARKS OF DART INDUSTRIES INC.
IP Security Agreement Schedule**

FRIDGESMART	75659725	2592043	March 12, 1999	July 9, 2002
GCW	72172419	0769120	July 3, 1963	May 5, 1964
HANDY POUR	73586441	1414271	March 6, 1966	October 21, 1986
ICE TUPS	72202627	0790556	September 24, 1964	June 8, 1965
JEL-ETTE	72275688	0847225	July 10, 1967	April 9, 1968
JEL-RING	73117595	1077907	March 1, 1977	November 22, 1977
LIFETIME	73646742	1458381	February 26, 1987	September 22, 1987
LITTLE WONDERS	73423216	1283391	April 25, 1983	June 26, 1984
MIDGETS	73494093	1395405	August 9, 1984	May 27, 1986
MINI-PARTY	73303617	1183988	March 31, 1981	December 29, 1981
MIX-N-STOR	72151258	0754111	August 15, 1962	August 6, 1963
ONE TOUCH	74349523	1791674	January 19, 1993	September 7, 1993
OVENWORKS	75428695	2386096	February 4, 1998	September 12, 2000
PAK-N-STOR	72293302	0888481	March 14, 1968	March 24, 1970
PARTY SUSAN	72199614	0790873	August 10, 1964	June 15, 1965
PERMANENT	71564661	0538501	September 3, 1948	February 27, 1951
PICK-A-DELI	73270603	1186810	July 17, 1980	January 19, 1982
PICK-EM-UP	73271640	1176694	July 25, 1980	November 3, 1981
POP-A-LOT	72438254	1008560	October 13, 1972	April 8, 1975
QUICK SHAKE	72461330	1004988	June 25, 1973	February 18, 1975
ROCK 'N SERVE	76018114	2457152	March 15, 2000	June 5, 2001
SEASON-SERVE	73121290	1075563	April 1, 1977	October 18, 1977
SERVING CENTER	73530109	1370192	April 1, 1985	November 12, 1985

**UNITED STATES
TRADEMARKS OF DART INDUSTRIES INC.
IP Security Agreement Schedule**

SHAPE-O	72305679	0919293	August 21, 1968	August 31, 1971
SHEERLY ELEGANT	76462505	2837873	October 28, 2002	May 4, 2004
SIPPER SEAL	73374669	1257609	July 14, 1982	November 15, 1983
SNACK-STOR	72161280	0763298	January 23, 1963	January 21, 1964
SQUARE KEEPER	72201870	0790554	September 14, 1964	June 8, 1965
SQUARE-A-WAY	72237030	0829608	January 21, 1966	June 6, 1967
SUZETTE	72191599	0790168	April 20, 1964	June 1, 1965
T.2	75521410	2473989	July 20, 1998	July 31, 2001
TANDEM COOKING	75428640	2373435	February 3, 1998	August 1, 2000
THATSA	76582691	2984691	March 23, 2004	August 16, 2005
TUPPER TOPICS	72250028	0832228	July 11, 1966	July 18, 1967
TUPPERCRAFT	72306400	0873654	August 30, 1968	July 29, 1969
TUPPERFUN	75362464	2400453	September 24, 1997	October 31, 2000
TUPPERFUN	75362463	2400452	September 24, 1997	October 31, 2000
TUPPERTOYS	73358297	1230080	April 5, 1982	March 8, 1983
TUPPERWARE	71688369	0633394	May 26, 1955	August 28, 1956
TUPPERWARE	76464918	2857358	November 6, 2002	June 29, 2004
TUPPERWARE	76459248	2775070	October 18, 2002	October 21, 2003
TUPPERWARE	76459247	2829361	October 18, 2002	April 6, 2004
TUPPERWARE	72203117	0791800	October 1, 1964	June 29, 1965



THATSA



TUPPERWARE

Tupperware

**UNITED STATES
TRADEMARKS OF DART INDUSTRIES INC.
IP Security Agreement Schedule**

TUPPERWARE	76459236	2820832	October 18, 2002	March 9, 2004
TUPPERWARE	76459235	2773362	October 18, 2002	October 14, 2003
TUPPERWARE	73478184	1328575	April 30, 1984	April 2, 1985
TUPPERWARE	72167491	0765844	April 24, 1963	March 3, 1964
TUPPERWARE	76464640	2859473	November 6, 2002	July 6, 2004
TUPPERWARE	72456120	1008244	April 30, 1973	April 1, 1975
TUPPERWARE	72463550	0991025	July 20, 1973	August 13, 1974
TUPPERWARE TOY	76017732	2431717	March 15, 2000	February 27, 2001
TUPPERWAVE	75550328	2290176	September 9, 1998	November 2, 1999
WONDERLIER	72057856	0690034	August 25, 1958	December 22, 1959