TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Post Foods, LLC		02/03/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Barclays Bank PLC, as Administrative Agent
Street Address:	745 7th Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	public limited company: UNITED KINGDOM

PROPERTY NUMBERS Total: 54

Property Type	Number	Word Mark
Registration Number:	31689	GRAPE-NUTS
Registration Number:	649823	ALPHA-BITS
Registration Number:	3291421	GRAPE-NUTS
Registration Number:	1868944	BLUEBERRY MORNING
Registration Number:	3319631	WHOLE GRAIN CRUNCH
Registration Number:	3613505	CINNA-GRAHAM
Registration Number:	2924364	
Registration Number:	1956334	
Registration Number:	2042138	WAFFLE CRISP
Registration Number:	80493	TOASTIES
Registration Number:	2122437	WAFFLICIOUS
Registration Number:	3392854	TRAIL MIX CRUNCH
Registration Number:	1658705	GREAT GRAINS
Registration Number:	3105054	HEALTHY CLASSICS

OP $1365.00 31689

Registration Number:	2293543	HONEY BUNCHES OF OATS
Registration Number:	3111876	HONEY BUNCHES OF OATS
Registration Number:	1506192	GREAT GRAINS
Registration Number:	1474373	SUGAR BEAR
Registration Number:	1575358	HONEY BUNCHES OF OATS
Registration Number:	818779	HONEYCOMB
Registration Number:	1870707	SHREDDIES
Registration Number:	818768	SPOON SIZE
Registration Number:	2552027	GRAPE-NUTS O'S
Registration Number:	3971935	GO BIG FOR THE PLANET
Registration Number:	3944004	S B
Registration Number:	3599296	HONEY BUNCHES OF OATS JUST BUNCHES
Registration Number:	3291420	TRAIL MIX CRUNCH
Registration Number:	3550739	SPOON-O-GRAM
Registration Number:	3944006	S B
Registration Number:	2347686	POST SELECTS
Registration Number:	1010525	POST
Registration Number:	1890039	SUGAR BEAR
Registration Number:	3413522	ONE SPOONFUL IS ALL IT TAKES
Registration Number:	655328	POST
Registration Number:	3231569	POST EAT 2 LOSE 10 PLAN
Registration Number:	2316631	
Registration Number:	1957823	SUGAR BEAR
Registration Number:	3426646	ALPHA-BITS
Registration Number:	3568555	JUST BUNCHES!
Registration Number:	1991141	SUGAR BEAR
Registration Number:	3797054	CHERRY ALMOND CRUNCH
Registration Number:	3797438	POST TOASTIES CORN FLAKES
Registration Number:	3959714	POST MINI CINNAMON CHURROS
Registration Number:	3905675	POST GRANT FOR GOOD HEALTH
Registration Number:	1811629	BANANA NUT CRUNCH
Registration Number:	1771713	BAKE IN GOOD HEALTH
Registration Number:	1781609	GOLDEN CRISP
Registration Number:	80492	GRAPE-NUTS
Registration Number:	51153	GRAPE-NUTS

	2041210	CRANBERRY ALMOND CRUNCH
Registration Number:	1998677	CAN'T GET ENOUGH OF THAT...GOLDEN CRISP
Registration Number:	4032384	ROCKS YOUR WHOLE MOUTH
Registration Number:	4082928	POST NATURAL ADVANTAGE
Registration Number:	3134103	PICK UP A FRESHLY BAKED BOX

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Email: ipdocket@lw.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive
Address Line 2: Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	039269-0238
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	02/03/2012

Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 3, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made between Post Foods, LLC (the "Grantor") and Barclays Bank PLC, as Administrative Agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Post Holdings, Inc., a Missouri corporation, has entered into a Credit Agreement, dated as of February 3, 2012 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with the banks and other financial institutions and entities from time to time party thereto, and Barclays Bank PLC, as administrative agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantor shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of February 3, 2012, in favor of the Administrative Agent (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain Property, including, without limitation, certain Intellectual Property owned by the Grantor to the Administrative Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities of the United States or any political subdivision thereof.

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 and to all of such Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, however, not including any pending trademark or service application for which an allegation of use under either 15 U.S.C. 1051(c) or 15 U.S.C. 1051(d) has not been filed, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties,

damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto ("Copyrights"); and

(d) any and all proceeds of the foregoing.

SECTION 2. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by facsimile or other electronic imaging means), 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 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

POST FOODS, LLC

By: _____

Name: Robert V. Vitale
Title: Vice President

BARCLAYS BANK PLC,
as Administrative Agent

By: _____
Name: Craig J. Malloy
Title: Director

EXECUTION VERSION

Schedule 1

COPYRIGHTS

PATENTS

TRADEMARKS

PATENTS - COPYRIGHT

Owner	Title	Filing Date	Registration Date	Status	Application No.	Registration No.
Post Foods, LLC	Sugar Bear with Bowl of Cereal Design (retro)	Aug. 11, 2010	Aug. 11, 2010	Registered		VA 1-733-269
Post Foods, LLC	Sugar Bear with Spoon (retro)	Aug. 11, 2010	Aug. 11, 2010	Registered		VA 1-733-275
Post Foods, LLC	Sugar Bear with Spoon and Sweater (retro)	Aug. 11, 2010	Aug. 11, 2010	Registered		VA 1-733-278
Post Foods, LLC	Sugar Bear with "VITAMIN POWERED" Sweater and Cereal Pieces (retro)	Aug. 11, 2010	Aug. 11, 2010	Registered		VA 1-733-291
Post Foods, LLC	Sugar Bear with "SUGAR BEAR" Sweater and Cereal Pieces (retro)	Aug. 11, 2010	Aug. 11, 2010	Registered		VA 1-733-294
Post Foods, LLC	Sugar Bear with "S B" Sweater and Bowl of Cereal	Aug. 11, 2010	Aug. 11, 2010	Registered		VA 1-733-298
Post Foods, LLC	Sugar Bear with "S B" Sweater and Hands on Hips	Aug. 11, 2010	Aug. 11, 2010	Registered		VA 1-733-272
Post Foods, LLC	Sugar Bears on a Unicycle	Aug. 17, 2010	Aug. 17, 2010	Registered		VA 1-733-761

PATENTS							
Country	Owner	Title	Filing Date	Issue Date	Status	Application No.	Registration No.
US	Post Foods, LLC	Cereal Cooker Control Method and Apparatus	Sept. 10, 1993	Apr. 04, 1995	Granted	08/120042	5403603
US	Post Foods, LLC	Puffed Cereal Piece	Aug. 18, 1998	May 11, 1999	Granted	D/092390	D409355
US	Post Foods, LLC	Puffed Cereal Piece	Aug. 18, 1998	Jan. 11, 2000	Granted	D/092417	D418658
US	Post Foods, LLC	Five Lobed Puffed Cereal Piece	Oct. 17, 2000	Jul. 03, 2001	Granted	D/131240	D444290
US	Post Foods, LLC	Three Lobed Puffed Cereal Piece	Oct. 17, 2000	Aug. 28, 2001	Granted	D/131221	D446905
US	Post Foods, LLC	Cereal Ingredient Application Process	Jun. 21, 2001	Jul. 15, 2003	Granted	09/886728	6592920
US	Post Foods, LLC	Cereal Agglomeration Process and Agglomerated Cereal Product	Aug. 09, 2002	Oct. 05, 2004	Granted	10/215672	6800310
US	Post Foods, LLC	Fiber-Containing Rice-Based Cereals and Methods of Preparation	Sept. 06, 2005	Jun. 22, 2010	Granted	11/219928	7740894

CountryName	TrademarkName	OwnerName	TrademarkStatus	AppNumber	FilDate	RegNumber	RegDate
United States of America	POST FAMILY FAVORITES	Post Foods, LLC	Pending	85/466906	08-Nov-2011		
United States of America	FAMILY FAVORITES	Post Foods, LLC	Pending	85/466914	08-Nov-2011		
United States of America	ROOTED IN GOODNESS	Post Foods, LLC	Pending	85/481654	28-Nov-2011		
United States of America	HONEY BUNCHES OF OATS BOOST	Post Foods, LLC	Pending	85/487032	05-Dec-2011		
United States of America	GRAPE-NUTS	Post Foods, LLC	Registered	70/031689	31-Jan-1898	31689	14-Jun-1898
United States of America	ALPHA-BITS	Post Foods, LLC	Registered	72/018424	30-Oct-1956	649823	06-Aug-1957
United States of America	GRAPE-NUTS	Post Foods, LLC	Registered	77/021886	16-Oct-2006	3291421	11-Sep-2007
United States of America	BLUEBERRY MORNING	Post Foods, LLC	Registered	74/285179	12-Jun-1992	1868944	20-Dec-1994
United States of America	WHOLE GRAIN CRUNCH	Post Foods, LLC	Registered	78/505154	25-Oct-2004	3319631	23-Oct-2007
United States of America	CINNA-GRAHAM	Post Foods, LLC	Registered	77/398280	15-Feb-2008	3613505	28-Apr-2009
United States of America	Design (Waffle Character)	Post Foods, LLC	Registered	78/271990	09-Jul-2003	2924364	01-Feb-2005
United States of America	Design (Bear)	Post Foods, LLC	Registered	74/651408	24-Mar-1995	1956334	13-Feb-1996
United States of America	WAFFLE CRISP	Post Foods, LLC	Registered	74/261057	31-Mar-1992	2042136	04-Mar-1997
United States of America	TOASTIES	Post Foods, LLC	Registered	71/052075	03-Oct-1910	80493	27-Dec-1910
United States of America	WAFFLICIOUS	Post Foods, LLC	Registered	75/150616	15-Aug-1996	2122437	16-Dec-1997
United States of America	TRAIL MIX CRUNCH	Post Foods, LLC	Registered	78/573373	23-Feb-2005	3392854	04-Mar-2008
United States of America	GREAT GRAINS	Post Foods, LLC	Registered	74/007976	01-Dec-1989	1658705	24-Sep-1991
United States of America	HEALTHY CLASSICS	Post Foods, LLC	Registered	78/466587	12-Aug-2004	3105054	13-Jun-2006
United States of America	HONEY BUNCHES OF OATS and Design	Post Foods, LLC	Registered	75/436195	18-Feb-1998	2293543	16-Nov-1999
United States of America	HONEY BUNCHES OF OATS	Post Foods, LLC	Registered	78/671080	15-Jul-2005	3111876	04-Jul-2006
United States of America	GREAT GRAINS	Post Foods, LLC	Registered	73/669838	02-Jul-1987	1506192	27-Sep-1988
United States of America	SUGAR BEAR and Design	Post Foods, LLC	Registered	73/652900	03-Apr-1987	1474373	26-Jan-1988
United States of America	HONEY BUNCHES OF OATS	Post Foods, LLC	Registered	73/797378	02-May-1989	1575358	02-Jan-1990
United States of America	HONEYCOMB	Post Foods, LLC	Registered	72/222480	01-Jul-1965	818779	15-Nov-1966
United States of America	SHREDDIES	Post Foods, LLC	Registered	74/157819	16-Apr-1991	1870707	27-Dec-1994
United States of America	SPOON SIZE	Post Foods, LLC	Registered	72/214281	16-Mar-1954	818768	15-Nov-1966
United States of America	GRAPE-NUTS O'S	Post Foods, LLC	Registered	76/095045	24-Jul-2000	2552027	26-Mar-2002
United States of America	GO BIG FOR THE PLANET	Post Foods, LLC	Registered	85/080197	08-Jul-2010	3971935	31-May-2011
United States of America	SUGAR BEAR and Design	Post Foods, LLC	Registered	85/105134	11-Aug-2010	3944004	12-Apr-2011
United States of America	HONEY BUNCHES OF OATS JUST BUNCHES	Post Foods, LLC	Registered	77/224499	09-Jul-2007	3599296	31-Mar-2009
United States of America	TRAIL MIX CRUNCH	Post Foods, LLC	Registered	77/021879	16-Oct-2006	3291420	11-Sep-2007
United States of America	SPOON-O-GRAM	Post Foods, LLC	Registered	77/086286	19-Jan-2007	3550739	23-Dec-2008
United States of America	SUGAR BEAR and Design	Post Foods, LLC	Registered	85/105141	11-Aug-2010	3944006	12-Apr-2011
United States of America	POST SELECTS	Post Foods, LLC	Registered	75/512780	02-Jul-1998	2347686	02-May-2000
United States of America	POST and Design	Post Foods, LLC	Registered	73/016074	15-Mar-1974	1010525	13-May-1975
United States of America	SUGAR BEAR and Design	Post Foods, LLC	Registered	74/478275	10-Jan-1994	1890039	18-Apr-1995
United States of America	ONE SPOONFUL IS ALL IT TAKES	Post Foods, LLC	Registered	78/972231	12-Sep-2006	3413522	15-Apr-2008
United States of America	POST	Post Foods, LLC	Registered	72/027201	29-Mar-1957	655328	03-Dec-1957
United States of America	POST EAT 2 LOSE 10 PLAN	Post Foods, LLC	Registered	78/752363	11-Nov-2005	3231569	17-Apr-2007
United States of America	Design (Honeycomb)	Post Foods, LLC	Registered	75/640984	16-Feb-1999	2316631	08-Feb-2000
United States of America	SUGAR BEAR and Design	Post Foods, LLC	Registered	74/651407	24-Mar-1995	1957823	20-Feb-1996
United States of America	ALPHA-BITS	Post Foods, LLC	Registered	77/288037	25-Sep-2007	3426646	13-May-2008
United States of America	JUST BUNCHES!	Post Foods, LLC	Registered	77/463149	01-May-2008	3568555	27-Jan-2009

United States of America	SUGAR BEAR	Post Foods, LLC	Registered	74/697594	06-Jul-1995	1991141	06-Aug-1996
United States of America	CHERRY ALMOND CRUNCH	Post Foods, LLC	Registered	77/685008	06-Mar-2009	3797054	01-Jun-2010
United States of America	POST TOASTIES CORN FLAKES	Post Foods, LLC	Registered	77/778479	10-Jul-2009	3797438	01-Jun-2010
United States of America	POST MINI CINNAMON CHURROS	Post Foods, LLC	Registered	85/047055	25-May-2010	3959714	10-May-2011
United States of America	POST GRANT FOR GOOD HEALTH and Design	Post Foods, LLC	Registered	77/943766	24-Feb-2010	3905675	11-Jan-2011
United States of America	BANANA NUT CRUNCH	Post Foods, LLC	Registered	74/211504	08-Oct-1991	1811629	14-Dec-1993
United States of America	BAKE IN GOOD HEALTH	Post Foods, LLC	Registered	74/319833	01-Oct-1992	1771713	18-May-1993
United States of America	GOLDEN CRISP	Post Foods, LLC	Registered	74/265571	13-Apr-1992	1781609	13-Jul-1993
United States of America	GRAPE-NUTS	Post Foods, LLC	Registered	71/052074	03-Oct-1910	80492	27-Dec-1910
United States of America	GRAPE-NUTS (Stylized)	Post Foods, LLC	Registered	71/004101	03-May-1905	51153	03-Apr-1906
United States of America	CRANBERRY ALMOND CRUNCH	Post Foods, LLC	Registered	74/656528	05-Apr-1995	2041210	25-Feb-1997
United States of America	CAN'T GET ENOUGH OF THAT...GOLDEN CRISP	Post Foods, LLC	Registered	74/565082	24-Aug-1994	1998677	03-Sep-1996
United States of America	POST (Stylized and/or Design)	Post Foods, LLC	Pending	85/521553	20-Jan-2012		
United States of America	ROCKS YOUR WHOLE MOUTH	Post Foods, LLC	Registered	85/015655	16-Apr-2010	4032384	27-Sep-2011
United States of America	BOULDERS	Ralcorp Holdings, Inc.	Allowed	85/117480	27-Aug-2010		
United States of America	POST NATURAL ADVANTAGE	Post Foods, LLC	Registered	85/310734	03-May-2011	4082928	10-Jan-2012
United States of America	PICK UP A FRESHLY BAKED BOX	Post Foods, LLC	Registered	78/493340	01-Oct-2004	3134103	22-Aug-2006
United States of America	BOWLS OF HOPE	Post Foods, LLC	Pending	85/471801	14-Nov-2011		