

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Post Foods, LLC		09/11/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	New Morning Country Store, LLC		
Street Address:	129 Main Street North		
City:	Woodbury		
State/Country:	CONNECTICUT		
Postal Code:	06798		
Entity Type:	LIMITED LIABILITY COMPANY: CONNECTICUT		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3316957	NEW MORNING	
Registration Number:	2694473	NEW MORNING	
Registration Number:	1470855	NEW MORNING	
CORRESPONDENCE DATA			
Fax Number:	2123368001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-336-8000		
Email:	ptodocket@arelaw.com		
Correspondent Name:	Holly Pekowsky, Esq.		
Address Line 1:	90 Park Avenue		
Address Line 2:	Amster, Rothstein & Ebenstein LLP		
Address Line 4:	New York, NEW YORK 10016		
ATTORNEY DOCKET NUMBER:	63407/12		

NAME OF SUBMITTER:	Holly Pekowsky
Signature:	/Holly Pekowsky/
Date:	10/29/2013
Total Attachments: 2 source=Trademark Assignment - Post Foods to New Morning#page1.tif source=Trademark Assignment - Post Foods to New Morning#page2.tif	

EXHIBIT B

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNMENT

WHEREAS, Post Foods, LLC, a Delaware limited liability company with offices at 1 Upper Pond Road, Parsippany, New Jersey 07054 ("Assignor") owns certain trademarks and/or service marks, and applications and/or registrations for such marks, as listed in Exhibit 1 attached hereto and incorporated herein by this reference ("Marks"); and

WHEREAS, New Morning Country Store, L.L.C., a Connecticut limited liability company, with offices at 129 Main Street North, Woodbury, Connecticut 06798 ("Assignee"), desires to acquire all of the right, title and interest of Assignor in, to and under the Marks, together with the goodwill of the business symbolized by the Marks;

WHEREAS, Assignor and Assignee have entered into a certain Trademark Assignment and License Back Agreement dated September 11, 2013, assigning, among other things, all right, title and interest in and to the Marks and in and to the registrations for same from Assignor to Assignee;

NOW, THEREFORE, in consideration of good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which hereby is acknowledged, Assignor does hereby sell, assign, transfer and convey unto Assignee its entire right, title and interest in and to the Marks, and to the registrations for the Marks, together with the goodwill of the business symbolized by the Marks and the portion of the business of the Assignor to which the Marks pertain, including the right to sue and recover for any past infringement thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by an authorized officer on this 11th day of September, 2013.

ASSIGNOR

By: 

Name: Diedre J. Gray

Title: Secretary

ASSIGNEE

By: 

Name: John J. Pittarick

Title: managing member

EXHIBIT 1

Mark	Registration No.	International Class	Goods/Services
NEW MORNING	3,316,957	30	cookies
NEW MORNING	2,694,473	30	crackers
NEW MORNING	1,470,855	30	breakfast cereal