# 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 |
|---|---|---|---|
| Premier Protein, Inc. | | 01/29/2014 | CORPORATION: CALIFORNIA |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | Wells Fargo Bank, National Association, as Administrative Agent |
| Street Address: | 1700 Lincoln Street |
| Internal Address: | 3rd Floor-MAC C7300-033 |
| City: | Denver |
| State/Country: | COLORADO |
| Postal Code: | 80203-4500 |
| Entity Type: | National Association: UNITED STATES |

PROPERTY NUMBERS Total: 15

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 4045222 | PREMIER N U T R I T I O N |
| Registration Number: | 2899702 | ODYSSEY SLIM ADVANTAGE |
| Registration Number: | 2906446 | SLIM ADVANTAGE |
| Registration Number: | 4408649 | ENERGY FOR EVERY DAY |
| Registration Number: | 3591085 | TITAN |
| Registration Number: | 3371453 | TWISTED |
| Registration Number: | 2731878 | ROCKET SHOT |
| Registration Number: | 2731877 | ROCKET SHOT |
| Registration Number: | 2444257 | PREMIER PROTEIN |
| Registration Number: | 2481535 | PREMIER NUTRITION |
| Registration Number: | 3080031 | PREMIER NUTRITION |
| Registration Number: | 4417080 | PREMIER PROTEIN |
| Registration Number: | 3996603 | PREMIER PROTEIN |

CH $390.00 4045222

| | | |
|---|---|---|
| Registration Number: | 3839717 | PRO2O |
| Registration Number: | 2909608 | ODYSSEY |

CORRESPONDENCE DATA

Fax Number: 2127514864

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 212-906-1200
Email: angela.amaru@lw.com
Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
Address Line 1: 885 Third Avenue
Address Line 2: Suite 1000
Address Line 4: New York, NEW YORK 10022

| | |
|---|---|
| ATTORNEY DOCKET NUMBER: | 039269-0326 |
| NAME OF SUBMITTER: | Angela M. Amaru |
| Signature: | /s/ Angela M. Amaru |
| Date: | 01/30/2014 |

Total Attachments: 19
source=Post - IP Security Agreement 039269-0326#page1.tif
source=Post - IP Security Agreement 039269-0326#page2.tif
source=Post - IP Security Agreement 039269-0326#page3.tif
source=Post - IP Security Agreement 039269-0326#page4.tif
source=Post - IP Security Agreement 039269-0326#page5.tif
source=Post - IP Security Agreement 039269-0326#page6.tif
source=Post - IP Security Agreement 039269-0326#page7.tif
source=Post - IP Security Agreement 039269-0326#page8.tif
source=Post - IP Security Agreement 039269-0326#page9.tif
source=Post - IP Security Agreement 039269-0326#page10.tif
source=Post - IP Security Agreement 039269-0326#page11.tif
source=Post - IP Security Agreement 039269-0326#page12.tif
source=Post - IP Security Agreement 039269-0326#page13.tif
source=Post - IP Security Agreement 039269-0326#page14.tif
source=Post - IP Security Agreement 039269-0326#page15.tif
source=Post - IP Security Agreement 039269-0326#page16.tif
source=Post - IP Security Agreement 039269-0326#page17.tif
source=Post - IP Security Agreement 039269-0326#page18.tif
source=Post - IP Security Agreement 039269-0326#page19.tif

*EXECUTION VERSION*

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 29, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") and Wells Fargo Bank, National Association, 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 (the "Borrower"), has entered into a Credit Agreement, dated as of January 29, 2014 (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 the Administrative Agent.

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 Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of January 29, 2014, in favor of the Administrative Agent (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement"). Capitalized terms used and not defined herein have the meanings given such terms in the Guarantee and Collateral Agreement.

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, the Intellectual Property Collateral (as defined below), to the Administrative Agent for the benefit of the Secured Parties, and have 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, the Canadian Intellectual Property Office, and any other applicable Governmental Authority or any political subdivision thereof of the United States or Canada.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the 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 divisions, extensions or renewals thereof, including, without limitation, each registration and application identified in Schedule 1, however, not



TRADEMARK
REEL: 005204 FRAME: 0681

including any pending "intent-to-use" application for registration of a trademark or service mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal Law, (ii) the right to sue or otherwise recover for any and all past, present and future infringements, dilutions and other violations 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, payments arising out of any other sale, lease, license or other disposition thereof and damages and payments for past, present or future infringements, dilutions and other violations 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;

(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 other violations 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, payments arising out of any other sale, lease, license or other disposition thereof and damages and payments for past, present or future infringements and other violations thereof), (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, reexaminations, and extensions thereof, all improvements thereon, and (vi) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(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, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and other violations 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, payments arising out of any other sale, lease, license or other disposition thereof and damages and payments for past, present or future infringements and other violations thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(d) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each 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 Intellectual Property Security 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 and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate in any way hereto or the negotiation, execution or performance thereof or the transactions contemplated hereby, unless otherwise expressly set forth therein, shall be governed by, and construed 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.

**ATTUNE FOODS, LLC**

By: _____
Name: Diedre J. Gray
Title: Secretary

**DAKOTA GROWERS PASTA COMPANY, INC.**

By: _____
Name: Diedre J. Gray
Title: Secretary

**DNA DREAMFIELDS COMPANY, LLC**

By: _____
Name: Diedre J. Gray
Title: Secretary

**POST FOODS, LLC**

By: _____
Name: Diedre J. Gray
Title: Secretary

**PREMIER NUTRITION CORPORATION**

By: _____
Name: Diedre J. Gray
Title: Secretary

**PREMIER PROTEIN, INC.**

By: _____
Name: Diedre J. Gray
Title: Secretary

[Signature Page to Intellectual Property Security Agreement]

**WELLS FARGO BANK, NATIONAL ASSOCIATION,** as Administrative Agent

By: _____

Name: Daniel R. Van Aken
Title: Director

[Signature Page to Intellectual Property Security Agreement]

Schedule 1

**TRADEMARKS**

| | Mark | Country | Serial Number<br>Filing Date | Registration Number<br>Registration Date | Grantor |
|---|---|---|---|---|---|
| 1. | SIMPLE INGREDIENTS. SIMPLY MADE. | UNITED STATES | 86014832<br>7/19/2013 | --- | Post Foods, LLC |
| 2. | A SMILE WAITING TO HAPPEN | UNITED STATES | 85763840<br>10/25/2012 | 4429898<br>11/5/2013 | Post Foods, LLC |
| 3. | ALPHA-BITS | UNITED STATES | 72018424<br>10/30/1956 | 649823<br>8/6/1957 | Post Foods, LLC |
| 4. | ALPHA-BITS | UNITED STATES | 77288037<br>9/25/2007 | 3426646<br>5/13/2008 | Post Foods, LLC |
| 5. | ATTUNE | UNITED STATES | 77983289<br>4/2/2008 | 4324732<br>4/23/2013 | Post Foods, LLC |
| 6. | BANANA NUT CRUNCH | UNITED STATES | 74211504<br>10/8/1991 | 1811629<br>12/14/1993 | Post Foods, LLC |
| 7. | BLUEBERRY MORNING | UNITED STATES | 74285179<br>6/12/1992 | 1868944<br>12/20/1994 | Post Foods, LLC |
| 8. | CAN'T GET ENOUGH OF THAT...GOLDEN CRISP | UNITED STATES | 74565082<br>8/24/1994 | 1998677<br>9/3/1996 | Post Foods, LLC |
| 9. | CHERRY ALMOND CRUNCH | UNITED STATES | 77685008<br>3/6/2009 | 3797054<br>6/1/2010 | Post Foods, LLC |
| 10. | CINNA-GRAHAM | UNITED STATES | 77398280<br>2/15/2008 | 3613505<br>4/28/2009 | Post Foods, LLC |
| 11. | CRANBERRY ALMOND CRUNCH | UNITED STATES | 74656528<br>4/5/1995 | 2041210<br>2/25/1997 | Post Foods, LLC |
| 12. | Design Only | UNITED STATES | 75640984<br>2/16/1999 | 2316631<br>2/8/2000 | Post Foods, LLC |
| 13. | Design Only | UNITED STATES | 78271990<br>7/9/2003 | 2924364<br>2/1/2005 | Post Foods, LLC |
| 14. | Design Only | UNITED STATES | 74651408<br>3/24/1995 | 1956334<br>2/13/1996 | Post Foods, LLC |
| 15. | GO BIG FOR THE PLANET | UNITED STATES | 85080197<br>7/8/2010 | 3971935<br>5/31/2011 | Post Foods, LLC |
| 16. | GOLDEN CRISP | UNITED STATES | 74265571<br>4/13/1992 | 1781609<br>7/13/1993 | Post Foods, LLC |

| | Mark | Country | Serial Number<br>Filing Date | Registration Number<br>Registration Date | Grantor |
|---|---|---|---|---|---|
| 17. | GOOD MORENINGS | UNITED STATES | 85571547<br>3/16/2012 | 4235408<br>10/30/2012 | Post Foods, LLC |
| 18. | GRAPE-NUTS | UNITED STATES | 70031689<br>1/31/1898 | 31689<br>6/14/1898 | Post Foods, LLC |
| 19. | GRAPE-NUTS | UNITED STATES | 71004101<br>5/3/1905 | 51153<br>4/3/1906 | Post Foods, LLC |
| 20. | GRAPE-NUTS | UNITED STATES | 71052074<br>10/3/1910 | 80492<br>12/27/1910 | Post Foods, LLC |
| 21. | GRAPE-NUTS FIT | UNITED STATES | 85606655<br>4/24/2012 | 4310581<br>3/26/2013 | Post Foods, LLC |
| 22. | GREAT GRAINS | UNITED STATES | 74007976<br>12/1/1989 | 1658705<br>9/24/1991 | Post Foods, LLC |
| 23. | GREAT GRAINS | UNITED STATES | 73669838<br>7/2/1987 | 1506192<br>9/27/1988 | Post Foods, LLC |
| 24. | HONEY BUNCHES OF OATS | UNITED STATES | 75436195<br>2/18/1998 | 2293543<br>11/16/1999 | Post Foods, LLC |
| 25. | HONEY BUNCHES OF OATS | UNITED STATES | 73797378<br>5/2/1989 | 1575358<br>1/2/1990 | Post Foods, LLC |
| 26. | HONEY BUNCHES OF OATS JUST BUNCHES | UNITED STATES | 77224499<br>7/9/2007 | 3599296<br>3/31/2009 | Post Foods, LLC |
| 27. | HONEYCOMB | UNITED STATES | 72222480<br>7/1/1965 | 818779<br>11/15/1966 | Post Foods, LLC |
| 28. | JUST BUNCHES! | UNITED STATES | 77463149<br>5/1/2008 | 3568555<br>1/27/2009 | Post Foods, LLC |
| 29. | ONE SPOONFUL IS ALL IT TAKES | UNITED STATES | 78972231<br>9/12/2006 | 3413522<br>4/15/2008 | Post Foods, LLC |
| 30. | POST | UNITED STATES | 72027201<br>3/29/1957 | 655328<br>12/3/1957 | Post Foods, LLC |
| 31. | POST | UNITED STATES | 73016074<br>3/15/1974 | 1010525<br>5/13/1975 | Post Foods, LLC |
| 32. | POST | UNITED STATES | 85521553<br>1/20/2012 | 4207832<br>9/11/2012 | Post Foods, LLC |
| 33. | POST GRANT FOR GOOD HEALTH | UNITED STATES | 77943766<br>2/24/2010 | 3905675<br>1/11/2011 | Post Foods, LLC |

Schedule 1-2

NY\6130600.4

| Mark | | Country | Serial Number<br>Filing Date | Registration Number<br>Registration Date | Grantor |
|---|---|---|---|---|---|
| 34. | POST MINI CINNAMON CHURROS | UNITED STATES | 85047055<br>5/25/2010 | 3959714<br>5/10/2011 | Post Foods, LLC |
| 35. | POST NATURAL ADVANTAGE | UNITED STATES | 85310734<br>5/3/2011 | 4082928<br>1/10/2012 | Post Foods, LLC |
| 36. | POST SELECTS | UNITED STATES | 75512780<br>7/2/1998 | 2347686<br>5/2/2000 | Post Foods, LLC |
| 37. | POST TOASTIES CORN FLAKES | UNITED STATES | 77778479<br>7/10/2009 | 3797438<br>6/10/2010 | Post Foods, LLC |
| 38. | ROCKS YOUR WHOLE MOUTH | UNITED STATES | 85015655<br>4/16/2010 | 4032384<br>9/27/2011 | Post Foods, LLC |
| 39. | SUGAR BEAR | UNITED STATES | 73652900<br>4/3/1987 | 1474373<br>1/26/1988 | Post Foods, LLC |
| 40. | SUGAR BEAR | UNITED STATES | 74478275<br>1/10/1994 | 1890039<br>4/18/1995 | Post Foods, LLC |
| 41. | SUGAR BEAR | UNITED STATES | 74651407<br>3/24/1995 | 1957823<br>2/20/1996 | Post Foods, LLC |
| 42. | SUGAR BEAR | UNITED STATES | 74697594<br>7/6/1995 | 1991141<br>8/6/1996 | Post Foods, LLC |
| 43. | SHREDDIES | UNITED STATES | 74157819<br>4/16/1991 | 1870707<br>12/27/1994 | Post Foods, LLC |
| 44. | S B | UNITED STATES | 85105141<br>8/11/2010 | 3944006<br>4/12/2011 | Post Foods, LLC |
| 45. | S B | UNITED STATES | 85105134<br>8/11/2010 | 3944004<br>4/12/2011 | Post Foods, LLC |
| 46. | SPOON-O-GRAM | UNITED STATES | 77086286<br>1/19/2007 | 3550739<br>12/23/2008 | Post Foods, LLC |
| 47. | SPOON SIZE | UNITED STATES | 72214281<br>3/16/1965 | 818768<br>11/15/1966 | Post Foods, LLC |
| 48. | TOASTIES | UNITED STATES | 71052075<br>10/3/1910 | 80493<br>12/27/1910 | Post Foods, LLC |
| 49. | TRAIL MIX CRUNCH | UNITED STATES | 78573373<br>2/23/2005 | 3392854<br>3/4/2008 | Post Foods, LLC |

| Mark | | Country | Serial Number<br>Filing Date | Registration Number<br>Registration Date | Grantor |
|---|---|---|---|---|---|
| 50. | WAFFLE CRISP | UNITED STATES | 74261057<br>3/31/1992 | 2042138<br>3/4/1997 | Post Foods, LLC |
| 51. | WAFFLICIOUS | UNITED STATES | 75150616<br>8/15/1996 | 2122437<br>12/16/1997 | Post Foods, LLC |
| 52. | APPLE STROODLES | UNITED STATES | 74059234<br>5/15/1990 | 1665522<br>11/19/1991 | Attune Foods, LLC |
| 53. | ATTUNE | UNITED STATES | 78911772<br>6/19/2006 | 3287144<br>8/28/2007 | Attune Foods, LLC |
| 54. | ATTUNE | UNITED STATES | 78808468<br>2/6/2006 | 3336806<br>11/13/2007 | Attune Foods, LLC |
| 55. | AZTEC | UNITED STATES | 73744842<br>8/8/1988 | 1536604<br>4/25/1989 | Attune Foods, LLC |
| 56. | BANANA O'S | UNITED STATES | 74243496<br>2/5/1992 | 1756201<br>3/2/1993 | Attune Foods, LLC |
| 57. | BARLEY PLUS | UNITED STATES | 73601664<br>6/2/1986 | 1421349<br>12/16/1986 | Attune Foods, LLC |
| 58. | COCOMOTION | UNITED STATES | 75276894<br>4/17/1997 | 2219627<br>1/19/1999 | Attune Foods, LLC |
| 59. | EREWHON | UNITED STATES | 78911342<br>6/19/2006 | 3229842<br>4/17/2007 | Attune Foods, LLC |
| 60. | EREWHON | UNITED STATES | 74150127<br>3/22/1991 | 1694682<br>6/16/1992 | Attune Foods, LLC |
| 61. | EREWHON | UNITED STATES | 74143426<br>3/1/1991 | 1701981<br>7/21/1992 | Attune Foods, LLC |
| 62. | EREWHON<br>Erewhon | UNITED STATES | 73481103<br>5/21/1984 | 1333486<br>4/30/1985 | Attune Foods, LLC |
| 63. | EREWHON | UNITED STATES | 72429054<br>7/3/1972 | 969721<br>10/2/1973 | Attune Foods, LLC |
| 64. | EREWHON<br>STRAWBERRY CRISP | UNITED STATES | 77626178<br>12/4/2008 | 3668808<br>8/18/2009 | Attune Foods, LLC |
| 65. | FRESH<br>STRAWBERRY<br>CRUNCH | UNITED STATES | 77682604<br>3/3/2009 | 3773207<br>4/6/2010 | Attune Foods, LLC |
| 66. | FRUIT-E-O'S | UNITED STATES | 73610622<br>7/21/1986 | 1459416<br>9/29/1987 | Attune Foods, LLC |
| 67. | GOOD HEALTH<br>BEGINS WITHIN | UNITED STATES | 78867343<br>4/21/2006 | 3304524<br>10/2/2007 | Attune Foods, LLC |
| 68. | GOOD HEALTH<br>BEGINS WITHIN! | UNITED STATES | 78961045<br>8/25/2006 | 3370897<br>1/15/2008 | Attune Foods, LLC |
| 69. | GRANOLA CRISPS | UNITED STATES | 77663288<br>2/4/2009 | 3801316<br>6/8/2010 | Attune Foods, LLC |
| 70. | KEEPS YOUR BODY<br>HUMMING | UNITED STATES | 78945697<br>8/4/2006 | 3287147<br>8/28/2007 | Attune Foods, LLC |
| 71. | KEEPS YOUR BODY<br>HUMMING | UNITED STATES | 78867344<br>4/21/2006 | 3292181<br>9/11/2007 | Attune Foods, LLC |

| | Mark | Country | Serial Number<br>Filing Date | Registration Number<br>Registration Date | Grantor |
|---|---|---|---|---|---|
| 72. | MOUNTAIN BLUEBERRY FLAX | UNITED STATES | 77682613<br>3/3/2009 | 3726867<br>12/15/2009 | Attune Foods, LLC |
| 73. | OATIOS | UNITED STATES | 73480149<br>5/14/1984 | 1427655<br>2/3/1987 | Attune Foods, LLC |
| 74. | OREGON'S FINEST · EST. 1973 WILLAMETTE VALLEY GRANOLA COMPANY<br>WILLAMETTE VALLEY<br>GRANOLA COMPANY | UNITED STATES | 85419440<br>9/9/2011 | 4354659<br>6/18/2013 | Attune Foods, LLC |
| 75. | OUR GREAT TASTE COMES NATURALLY | UNITED STATES | 74150034<br>3/22/1991 | 1680526<br>3/24/1992 | Attune Foods, LLC |
| 76. | PEACE CEREAL | UNITED STATES | 76362596<br>1/23/2002 | 2642793<br>10/29/2002 | Attune Foods, LLC |
| 77. | PROBIOTICS GOOD FOR LIFE! | UNITED STATES | 77056704<br>12/4/2006 | 3373610<br>1/22/2008 | Attune Foods, LLC |
| 78. | RICE TWICE | UNITED STATES | 74660270<br>4/7/1995 | 2018382<br>11/19/1996 | Attune Foods, LLC |
| 79. | SWEET HOME FARM | UNITED STATES | 74168909<br>5/22/1991 | 1735778<br>11/24/1992 | Attune Foods, LLC |
| 80. | U.S. MILLS | UNITED STATES | 74178340<br>6/21/1991 | 1729653<br>11/3/1992 | Attune Foods, LLC |
| 81. | UNCLE SAM | UNITED STATES | 74488212<br>2/8/1994 | 1878790<br>2/14/1995 | Attune Foods, LLC |
| 82. | VALLEY CREEK FARMS | UNITED STATES | 75155337<br>8/21/1996 | 2093069<br>9/2/1997 | Attune Foods, LLC |
| 83. | PREMIER NUTRITION<br>premier NUTRITION | UNITED STATES | 85281742<br>3/30/2011 | 4045222<br>10/25/2011 | Premier Protein, Inc. |
| 84. | ODYSSEY SLIM ADVANTAGE | UNITED STATES | 78274651<br>7/15/2003 | 2899702<br>11/2/2004 | Premier Protein, Inc. |
| 85. | SLIM ADVANTAGE | UNITED STATES | 78274649<br>7/15/2003 | 2906446<br>11/30/2004 | Premier Protein, Inc. |
| 86. | ENERGY FOR EVERY DAY | UNITED STATES | 85979685<br>5/16/2012 | 4408649<br>9/24/2013 | Premier Protein, Inc. |
| 87. | TITAN | UNITED STATES | 77546130<br>8/13/2008 | 3591085<br>3/17/2009 | Premier Protein, Inc. |
| 88. | TWISTED<br>Twisted | UNITED STATES | 77031785<br>10/29/2006 | 3371453<br>1/22/2008 | Premier Protein, Inc. |
| 89. | ROCKET SHOT | UNITED STATES | 76443882<br>8/26/2002 | 2731878<br>7/1/2003 | Premier Protein, Inc. |

| | Mark | Country | Serial Number<br>Filing Date | Registration Number<br>Registration Date | Grantor |
|---|---|---|---|---|---|
| 90. | ROCKET SHOT | UNITED STATES | 76443881<br>8/26/2002 | 2731877<br>7/1/2003 | Premier Protein, Inc. |
| 91. | PREMIER PROTEIN | UNITED STATES | 75919381<br>2/15/2000 | 2444257<br>4/17/2001 | Premier Protein, Inc. |
| 92. | PREMIER NUTRITION | UNITED STATES | 75824400<br>10/18/1999 | 2481535<br>8/28/2001 | Premier Protein, Inc. |
| 93. | PREMIER NUTRITION | UNITED STATES | 76283573<br>7/12/2001 | 3080031<br>4/11/2006 | Premier Protein, Inc. |
| 94. | PREMIER PROTEIN | UNITED STATES | 85715925<br>8/29/2012 | 4417080<br>10/15/2013 | Premier Protein, Inc. |
| 95. | PREMIER PROTEIN | UNITED STATES | 85145755<br>10/5/2010 | 3996603<br>7/19/2011 | Premier Protein, Inc. |
| 96. | PRO2O | UNITED STATES | 77546145<br>8/13/2008 | 3839717<br>8/31/2010 | Premier Protein, Inc. |
| 97. | ODYSSEY | UNITED STATES | 76497750<br>1/22/2003 | 2909608<br>12/14/2004 | Premier Protein, Inc. |
| 98. | JOINT JUICE | UNITED STATES | 85912729<br>4/23/2013 | --- | Premier Nutrition Corporation |
| 99. | Design Only | UNITED STATES | 77601548<br>10/27/2008 | 3764569<br>3/23/2010 | Premier Nutrition Corporation |
| 100. | Design Only | UNITED STATES | 77601440<br>10/27/2008 | 3634623<br>6/9/2009 | Premier Nutrition Corporation |
| 101. | EASY SHOT | UNITED STATES | 85188487<br>12/1/2010 | 3997083<br>7/19/2011 | Premier Nutrition Corporation |
| 102. | JOINT JUICE | UNITED STATES | 76125094<br>9/7/2000 | 2727656<br>6/17/2003 | Premier Nutrition Corporation |
| 103. | JOINT JUICE | UNITED STATES | 75727560<br>6/14/1999 | 2625534<br>9/24/2002 | Premier Nutrition Corporation |
| 104. | JOINT JUICE | UNITED STATES | 85017576<br>4/19/2010 | 3992015<br>7/12/2011 | Premier Nutrition Corporation |
| 105. | JOINT JUICE FITNESS | UNITED STATES | 77975199<br>11/8/2006 | 3583391<br>3/3/2009 | Premier Nutrition Corporation |

| | Mark | Country | Serial Number<br>Filing Date | Registration Number<br>Registration Date | Grantor |
|---|---|---|---|---|---|
| 106. | JOINT JUICE FITNESS | UNITED STATES | 77039316<br>11/8/2006 | 3649203<br>7/7/2009 | Premier Nutrition Corporation |
| 107. | JOINT JUICE FITNESS WATER | UNITED STATES | 77558467<br>8/28/2008 | 3665284<br>8/4/2009 | Premier Nutrition Corporation |
| 108. | JOINT WATER | UNITED STATES | 78868696<br>4/25/2006 | 3361126<br>12/25/2007 | Premier Nutrition Corporation |
| 109. | KEEP YOUR JOINTS HAPPY AND HEALTHY | UNITED STATES | 85975492<br>7/15/2010 | 4029974<br>9/20/2011 | Premier Nutrition Corporation |
| 110. | TWISTED | UNITED STATES | 78749431<br>11/8/2005 | 3445168<br>6/10/2008 | Premier Nutrition Corporation |
| 111. | WORKS GREAT.<br>TASTES GREAT. | UNITED STATES | 77522176<br>7/15/2008 | 3614137<br>4/28/2009 | Premier Nutrition Corporation |
| 112. | VEGGIESERVE<br>VeggieServe | UNITED STATES | 85509742<br>1/5/2012 | 4400879<br>9/10/2013 | Dakota Growers Pasta Company, Inc. |
| 113. | DIABETES FRIENDS FOREVER | UNITED STATES | 85466376<br>11/7/2011 | 4400750<br>9/10/2013 | Dakota Growers Pasta Company, Inc. |
| 114. | PASTA SANITA | UNITED STATES | 76402236<br>4/29/2002 | 2702295<br>4/1/2003 | Dakota Growers Pasta Company, Inc. |
| 115. | DAKOTA GROWERS PASTA CO.<br>DAKOTA GROWERS Pasta Co. | UNITED STATES | 75692298<br>4/27/1999 | 2472148<br>7/24/2001 | Dakota Growers Pasta Company, Inc. |
| 116. | ZIA BRIOSA | UNITED STATES | 75225819<br>1/15/1997 | 2181434<br>8/11/1998 | Dakota Growers Pasta Company, Inc. |
| 117. | PASTA GROWERS | UNITED STATES | 74445553<br>10/12/1993 | 1920006<br>9/19/1995 | Dakota Growers Pasta Company, Inc. |
| 118. | DREAMFIELDS DF HEALTHY CARB LIVING<br>DREAMFIELDS | UNITED STATES | 76664621<br>8/15/2006 | 3337733<br>11/20/2007 | DNA Dreamfields Company, LLC |
| 119. | DREAMFIELDS | UNITED STATES | 76977195<br>10/25/2002 | 2992994<br>9/6/2005 | DNA Dreamfields Company, LLC |
| 120. | HEALTHY CARB LIVING | UNITED STATES | 76583394<br>3/26/2004 | 3534410<br>11/18/2008 | DNA Dreamfields Company, LLC |

| Mark | | Country | Serial Number<br>Filing Date | Registration Number<br>Registration Date | Grantor |
|---|---|---|---|---|---|
| 121. | CHERRY ALMOND CRUNCH | CANADA | 1444277<br>7/9/2009 | --- | Post Foods, LLC |
| 122. | GOOD MORENINGS | CANADA | 1581567<br>6/11/2012 | --- | Post Foods, LLC |
| 123. | GREAT GRAINS | CANADA | 1444278<br>7/9/2009 | --- | Post Foods, LLC |
| 124. | HONEY BUNCHES OF OATS BOOST | CANADA | 1555902<br>12/12/2011 | --- | Post Foods, LLC |
| 125. | HONEYCOMB | CANADA | 1650221<br>10/31/2013 | --- | Post Foods, LLC |
| 126. | MORNING ENERGY | CANADA | 1618146<br>3/13/2013 | --- | Post Foods, LLC |
| 127. | SHREDDIES | CANADA | 1650220<br>10/31/2013 | --- | Post Foods, LLC |
| 128. | SUGAR BEAR | CANADA | 1650218<br>10/31/2013 | --- | Post Foods, LLC |
| 129. | SUGAR CRISP | CANADA | 1650219<br>10/31/2013 | --- | Post Foods, LLC |
| 130. | COMPLETE ENERGY | CANADA | 1595163<br>9/20/2012 | --- | Premier Protein, Inc. |
| 131. | PREMIER NUTRITION | CANADA | 1552688<br>11/18/2011 | --- | Premier Protein, Inc. |
| 132. | PREMIER PROTEIN<br>Premier Protein | CANADA | 1595160<br>9/20/2012 | --- | Premier Protein, Inc. |
| 133. | PREMIER PROTEIN | CANADA | 1552683<br>11/18/2011 | --- | Premier Protein, Inc. |
| 134. | SPOONERS | CANADA | 1595159<br>9/20/2012 | --- | Premier Protein, Inc. |
| 135. | ALPHA BITS and design | CANADA | 0349295<br>1/11/1972 | TMA186689<br>11/17/1972 | Post Foods, LLC |
| 136. | ALPHA-BITS | CANADA | 0243146<br>11/16/1957 | TMA111179<br>8/15/1958 | Post Foods, LLC |
| 137. | BANANA NUT CRUNCH | CANADA | 1161930<br>12/11/2002 | TMA606972<br>4/5/2004 | Post Foods, LLC |
| 138. | BANANE ET NOIX CROQUANTES | CANADA | 1164605<br>1/13/2003 | TMA606647<br>3/30/2004 | Post Foods, LLC |
| 139. | BEEBOY | CANADA | 1459738<br>11/19/2009 | TMA778050<br>9/24/2010 | Post Foods, LLC |

| | Mark | Country | Serial Number<br>Filing Date | Registration Number<br>Registration Date | Grantor |
|---|---|---|---|---|---|
| 140. | BISCUIT & DISH DESIGN | CANADA | 0076615<br>--- | TMDA17815<br>12/23/1912 | Post Foods, LLC |
| 141. | BLEUETS SAUVAGES ET AMANDES CROQUANTES | CANADA | 1164604<br>1/13/2003 | TMA611201<br>5/26/2004 | Post Foods, LLC |
| 142. | BOUCHÉES D'AVOINE AU MIEL | CANADA | 1236443<br>11/5/2004 | TMA662129<br>4/4/2006 | Post Foods, LLC |
| 143. | BOUCHÉES D'AVOINE AU MIEL & DESIGN | CANADA | 0704370<br>5/5/1992 | TMA421892<br>1/7/1994 | Post Foods, LLC |
| 144. | BOUCHÉES D'AVOINE AU MIEL AVEC AMANDES & DESIGN | CANADA | 0704394<br>5/5/1992 | TMA421894<br>1/7/1994 | Post Foods, LLC |
| 145. | CANNEBERGES ET AMANDES CROQUANTES | CANADA | 1164603<br>1/13/2003 | TMA606406<br>3/29/2004 | Post Foods, LLC |
| 146. | CÉRÉALES NUTRITIVES CLASSIQUES | CANADA | 1201761<br>12/16/2003 | TMA630256<br>1/17/2005 | Post Foods, LLC |
| 147. | CRANBERRY ALMOND CRUNCH | CANADA | 1164606<br>1/13/2003 | TMA606405<br>3/29/2004 | Post Foods, LLC |
| 148. | DATE & RAISIN PECAN CRUNCH | CANADA | 1197607<br>11/20/2003 | TMA644062<br>7/12/2005 | Post Foods, LLC |
| 149. | DATTES, RAISINS SECS ET PACANES CROQUANTES | CANADA | 1197608<br>11/20/2003 | TMA684169<br>3/20/2007 | Post Foods, LLC |
| 150. | Design Only | CANADA | 0381419<br>12/16/1974 | TMA209826<br>10/3/1975 | Post Foods, LLC |
| 151. | DESIGN ONLY | CANADA | 0704380<br>5/5/1992 | TMA415495<br>8/13/1993 | Post Foods, LLC |

| | Mark | Country | Serial Number<br>Filing Date | Registration Number<br>Registration Date | Grantor |
|---|---|---|---|---|---|
| 152. | DESIGN ONLY | CANADA | 1562416<br>2/2/2012 | TMA844187<br>2/21/2013 | Post Foods, LLC |
| 153. | FIBRE WISE THE 100% WAY | CANADA | 0683126<br>5/29/1991 | TMA422881<br>2/4/1994 | Post Foods, LLC |
| 154. | FLIP THE FLAP | CANADA | 1466616<br>1/21/2010 | TMA854280<br>7/2/2013 | Post Foods, LLC |
| 155. | FREDDIE & EDDIE | CANADA | 0576254<br>1/14/1987 | TMA339470<br>4/22/1988 | Post Foods, LLC |
| 156. | GRAPE=NUTS & DESIGN<br>Grape=Nuts | CANADA | 0990294<br>--- | NFLD294<br>5/15/1909 | Post Foods, LLC |
| 157. | GRAPE-NUTS | CANADA | 0036027<br>--- | TMDA6932<br>5/18/1899 | Post Foods, LLC |
| 158. | HILLSBOROUGH MILLS | CANADA | 0702463<br>4/3/1992 | TMA423669<br>2/25/1994 | Post Foods, LLC |
| 159. | HONEY BUNCHES OF OATS | CANADA | 1236442<br>11/5/2004 | TMA660726<br>3/14/2006 | Post Foods, LLC |
| 160. | HONEY BUNCHES OF OATS & DESIGN | CANADA | 0659268<br>6/5/1990 | TMA393169<br>1/24/1992 | Post Foods, LLC |
| 161. | HONEY BUNCHES OF OATS & DESIGN | CANADA | 0659269<br>6/5/1990 | TMA392672<br>1/10/1992 | Post Foods, LLC |
| 162. | HONEYCOMB | CANADA | 0287852<br>3/4/1965 | TMA151488<br>6/16/1967 | Post Foods, LLC |
| 163. | MINI-BOLS | CANADA | 0629464<br>4/11/1989 | TMA377558<br>12/21/1990 | Post Foods, LLC |
| 164. | MINI-BOWLS | CANADA | 0629463<br>4/11/1989 | TMA377557<br>12/21/1990 | Post Foods, LLC |
| 165. | PENSEZ FIBRES: PENSEZ 100% | CANADA | 0684830<br>6/25/1991 | TMA422886<br>2/4/1994 | Post Foods, LLC |
| 166. | "POST'S" | CANADA | 0188904<br>12/1/1945 | UCA22613<br>12/1/1945 | Post Foods, LLC |
| 167. | POST | CANADA | 0239448<br>2/11/1957 | TMA112481<br>12/12/1958 | Post Foods, LLC |

| | Mark | Country | Serial Number<br>Filing Date | Registration Number<br>Registration Date | Grantor |
|---|---|---|---|---|---|
| 168. | POST 100% BRAN | CANADA | 1428096<br>2/17/2009 | TMA793360<br>3/21/2011 | Post Foods, LLC |
| 169. | POST AND DESIGN<br>Post | CANADA | 0376833<br>7/9/1974 | TMA206688<br>4/25/1975 | Post Foods, LLC |
| 170. | POST BRAN FLAKES | CANADA | 0355477<br>7/24/1972 | TMA189518<br>3/23/1973 | Post Foods, LLC |
| 171. | POST FRUIT 'N FIBRE | CANADA | 0468827<br>4/23/1981 | TMA276547<br>2/11/1983 | Post Foods, LLC |
| 172. | POST FRUIT 'N FIBRE | CANADA | 469852<br>--- | TMA280625<br>06/17/2013 | Post Foods, LLC |
| 173. | POST SELECTS | CANADA | 1162117<br>12/12/2002 | TMA603619<br>3/1/2004 | Post Foods, LLC |
| 174. | SHREDDIES | CANADA | 0174667<br>12/5/1938 | UCA10934<br>12/5/1938 | Post Foods, LLC |
| 175. | SHREDDIES & RAISINS | CANADA | 0505976<br>6/29/1983 | TMA297500<br>11/23/1984 | Post Foods, LLC |
| 176. | SPOON SIZE | CANADA | 0389638<br>9/12/1975 | TMA221186<br>6/17/1977 | Post Foods, LLC |
| 177. | SUGAR - CRISP | CANADA | 0109264<br>4/27/1922 | TMDA31088<br>5/17/1922 | Post Foods, LLC |
| 178. | TROIS TYPES DE NOIX POUR UN VRAI GOÛT DE NOIX | CANADA | 0687063<br>8/1/1991 | TMA423592<br>2/25/1994 | Post Foods, LLC |
| 179. | WHOLESOME CLASSICS | CANADA | 1201759<br>12/16/2003 | TMA630153<br>1/13/2005 | Post Foods, LLC |
| 180. | WILD BLUEBERRY ALMOND CRUNCH | CANADA | 1161929<br>12/11/2002 | TMA606971<br>4/5/2004 | Post Foods, LLC |
| 181. | ATTUNE | CANADA | 1413119<br>10/2/2008 | TMA847858<br>4/8/2013 | Attune Foods, LLC |
| 182. | AZTEC | CANADA | 0645809<br>11/28/1989 | TMA378194<br>1/11/1991 | Attune Foods, LLC |
| 183. | BARLEY PLUS | CANADA | 0574730<br>12/15/1986 | TMA342655<br>7/15/1988 | Attune Foods, LLC |
| 184. | COCOMOTION | CANADA | 0861984<br>11/18/1997 | TMA500478<br>9/11/1998 | Attune Foods, LLC |
| 185. | EREWHON | CANADA | 1186195<br>7/31/2003 | TMA632884<br>2/16/2005 | Attune Foods, LLC |
| 186. | EREWHON | CANADA | 0360036<br>1/2/1973 | TMA196171<br>12/14/1973 | Attune Foods, LLC |
| 187. | OATS PLUS | CANADA | 1001601<br>1/8/1999 | TMA531177<br>8/15/2000 | Attune Foods, LLC |

| Mark | | Country | Serial Number<br>Filing Date | Registration Number<br>Registration Date | Grantor |
|---|---|---|---|---|---|
| 188. | PEACE CEREAL | CANADA | 1281982<br>12/5/2005 | TMA683523<br>3/13/2007 | Attune Foods, LLC |
| 189. | RICE TWICE | CANADA | 0812798<br>5/15/1996 | TMA479120<br>7/29/1997 | Attune Foods, LLC |
| 190. | UNCLE SAM | CANADA | 0759916<br>7/21/1994 | TMA444812<br>6/30/1995 | Attune Foods, LLC |
| 191. | EASY SHOT | CANADA | 1526544<br>5/5/2011 | TMA859992<br>9/12/2013 | Premier Nutrition Corporation |
| 192. | JOINT JUICE | CANADA | 1095205<br>3/7/2001 | TMA631064<br>1/25/2005 | Premier Nutrition Corporation |
| 193. | DREAMFIELDS | CANADA | 1199891<br>12/17/2003 | TMA724362<br>9/24/2008 | DNA Dreamfields Company LLC |

## PATENTS

| | Title | Country | Application Number Filing Date | Patent Number Grant Date | Grantor |
|---|---|---|---|---|---|
| 1. | PUFFED CEREAL PIECE | UNITED STATES | 29092417 8/18/1998 | D418658 1/11/2000 | Post Foods, LLC |
| 2. | FIVE LOBED PUFFED CEREAL PIECE | UNITED STATES | 29131240 10/17/2000 | D444290 7/3/2001 | Post Foods, LLC |
| 3. | THREE LOBED PUFFED CEREAL PIECE | UNITED STATES | 29131221 10/17/2000 | D446905 8/28/2001 | Post Foods, LLC |
| 4. | CEREAL COOKER CONTROL METHOD AND APPARATUS | UNITED STATES | 08120042 9/10/1993 | 5403603 4/4/1995 | Post Foods, LLC |
| 5. | CEREAL INGREDIENT APPLICATION PROCESS | UNITED STATES | 09886728 6/21/2001 | 6592920 7/15/2003 | Post Foods, LLC |
| 6. | CEREAL AGGLOMERATION PROCESS AND AGGLOMERATED CEREAL PRODUCT | UNITED STATES | 10215672 8/9/2002 | 6800310 10/5/2004 | Post Foods, LLC |
| 7. | FIBER-CONTAINING RICE-BASED CEREALS AND METHODS OF PREPARATION | UNITED STATES | 11219928 9/6/2005 | 7740894 6/22/2010 | Post Foods, LLC |
| 8. | FLAKE CEREAL OR CHIP AND METHOD FOR MAKING SAME | UNITED STATES | 12021661 1/29/2008 | 8361528 1/29/2013 | Attune Foods, LLC |
| 9. | FOOD SUPPLEMENT CONTAINING A CARTILAGE SUPPLEMENT | UNITED STATES | 09338021 6/22/1999 | 6391864 5/21/2002 | Premier Nutrition Corporation |
| 10. | CARTILAGE ENHANCING FOOD SUPPLEMENTS AND METHODS OF PREPARING THE SAME | UNITED STATES | 09598634 6/21/2000 | 6432929 8/13/2002 | Premier Nutrition Corporation |
| 11. | CARTILAGE ENHANCING FOOD SUPPLEMENTS AND METHODS OF PREPARING THE SAME | UNITED STATES | 10189664 7/3/2002 | 7851458 12/14/2010 | Premier Nutrition Corporation |
| 12. | CEREAL COOKER CONTROL METHOD AND APPARATUS | CANADA | 2129386 8/3/1994 | 2129386 11/23/2004 | Post Foods, LLC |
| 13. | CEREAL INGREDIENT APPLICATION PROCESS AND APPARATUS | CANADA | 2387619 5/27/2002 | 2387619 1/25/2011 | Post Foods, LLC |
| 14. | CEREAL AGGLOMERATION PROCESS AND AGGLOMERATED CEREAL PRODUCT | CANADA | 2436626 8/6/2003 | 2436626 2/1/2011 | Post Foods, LLC |
| 15. | FIBER-CONTAINING RICE-BASED CEREALS AND METHODS OF PREPARATION | CANADA | 2558700 8/30/2006 | 2558700 6/25/2013 | Post Foods, LLC |
| 16. | CARTILAGE ENHANCING FOOD SUPPLEMENTS AND METHODS OF PREPARING THE SAME | CANADA | 2377627 6/21/2000 | 2377627 6/7/2011 | Premier Nutrition Corporation |

## U.S. COPYRIGHTS

| | Title | Registration Number | Registration Date | Grantor |
|---|---|---|---|---|
| 1. | Sugar Bear with bowl of cereal. | VA0001733269 | 8/11/2010 | Post Foods, LLC |
| 2. | Sugar Bear with spoon. | VA0001733275 | 8/11/2010 | Post Foods, LLC |
| 3. | Sugar Bear with spoon and sweater. | VA0001733278 | 8/11/2010 | Post Foods, LLC |
| 4. | Sugar Bear with "VITAMIN POWERED" sweater and cereal pieces. | VA0001733291 | 8/11/2010 | Post Foods, LLC |
| 5. | Sugar Bear with "SUGAR BEAR" sweater and cereal pieces. | VA0001733294 | 8/11/2010 | Post Foods, LLC |
| 6. | Sugar Bear with "S B" sweater and bowl of cereal. | VA0001733298 | 8/11/2010 | Post Foods, LLC |
| 7. | Sugar Bear with "S B" sweater and hands on hips. | VA0001733272 | 8/11/2010 | Post Foods, LLC |
| 8. | Sugar Bears on a unicycle. | VA0001733761 | 8/17/2010 | Post Foods, LLC |

## CANADIAN COPYRIGHTS

**None**