

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM309597

|   |   |   |                        |
|---|---|---|------------------------|
| <b>SUBMISSION TYPE:</b>                         | NEW ASSIGNMENT  |   |                        |
| <b>NATURE OF CONVEYANCE:</b>                    | SECURITY INTEREST   |   |                        |
| <b>CONVEYING PARTY DATA</b>                     |   |   |                        |
| <b>Name</b>                                     | <b>Formerly</b>   | <b>Execution Date</b>                   | <b>Entity Type</b>     |
| Crystal Farms Refrigerated Distribution Company |   | 06/27/2014                              | CORPORATION: MINNESOTA |
| <b>RECEIVING PARTY DATA</b>                     |   |   |                        |
| <b>Name:</b>                                    | Wells Fargo Bank, National Association, as Administrative Agent |   |                        |
| <b>Street Address:</b>                          | 1700 Lincoln Street   |   |                        |
| <b>Internal Address:</b>                        | 3rd floor - Mac C7300-033                                       |   |                        |
| <b>City:</b>                                    | Denver  |   |                        |
| <b>State/Country:</b>                           | COLORADO  |   |                        |
| <b>Postal Code:</b>                             | 80203-4500  |   |                        |
| <b>Entity Type:</b>                             | National Association: UNITED STATES                             |   |                        |
| <b>PROPERTY NUMBERS Total: 16</b>               |   |   |                        |
| <b>Property Type</b>                            | <b>Number</b>   | <b>Word Mark</b>                        |                        |
| <b>Registration Number:</b>                     | 1719553   | CACKLEBERRIES                           |                        |
| <b>Registration Number:</b>                     | 2973842   | CHEESE FROM THE HEART OF DAIRY COUNTRY  |                        |
| <b>Registration Number:</b>                     | 4128714   | CHEESE FROM THE HEART OF DAIRY COUNTRY. |                        |
| <b>Registration Number:</b>                     | 2698580   | CRESCENT VALLEY                         |                        |
| <b>Registration Number:</b>                     | 3521836   | CRYSTAL FARMS                           |                        |
| <b>Registration Number:</b>                     | 3761658   | CRYSTAL FARMS                           |                        |
| <b>Registration Number:</b>                     | 3761656   | CRYSTAL FARMS                           |                        |
| <b>Registration Number:</b>                     | 3932757   | CRYSTAL FARMS                           |                        |
| <b>Registration Number:</b>                     | 2091007   | CRYSTAL FARMS SINCE 1926                |                        |
| <b>Registration Number:</b>                     | 3641104   | CRYSTAL FARMS                           |                        |
| <b>Registration Number:</b>                     | 1740644   | DAVID'S DELI                            |                        |
| <b>Registration Number:</b>                     | 4526810   |   |                        |
| <b>Registration Number:</b>                     | 3849377   | FRESH FROM CRYSTAL FARMS TO YOUR TABLE  |                        |
| <b>Registration Number:</b>                     | 3849375   | FRESH FROM CRYSTAL FARMS TO YOUR TABLE  |                        |
| <b>Registration Number:</b>                     | 2089230   | P PASTEURIZED                           |                        |
| <b>Registration Number:</b>                     | 3510152   | SIGNATURE SELECTIONS                    |                        |
| <b>CORRESPONDENCE DATA</b>                      |   |   |                        |
| <b>TRADEMARK</b>                                |   |   |                        |

**Fax Number:** 2127514864

**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:** 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

|                                |             |
|--------------------------------|-------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 039269-0326 |
|--------------------------------|-------------|

|                           |                 |
|---------------------------|-----------------|
| <b>NAME OF SUBMITTER:</b> | Angela M. Amaru |
|---------------------------|-----------------|

|                   |                     |
|-------------------|---------------------|
| <b>SIGNATURE:</b> | /s/ Angela M. Amaru |
|-------------------|---------------------|

|                     |            |
|---------------------|------------|
| <b>DATE SIGNED:</b> | 07/02/2014 |
|---------------------|------------|

**Total Attachments: 17**

source=Post-Michael Foods IP Security Agreement 039269-0326#page1.tif  
source=Post-Michael Foods IP Security Agreement 039269-0326#page2.tif  
source=Post-Michael Foods IP Security Agreement 039269-0326#page3.tif  
source=Post-Michael Foods IP Security Agreement 039269-0326#page4.tif  
source=Post-Michael Foods IP Security Agreement 039269-0326#page5.tif  
source=Post-Michael Foods IP Security Agreement 039269-0326#page6.tif  
source=Post-Michael Foods IP Security Agreement 039269-0326#page7.tif  
source=Post-Michael Foods IP Security Agreement 039269-0326#page8.tif  
source=Post-Michael Foods IP Security Agreement 039269-0326#page9.tif  
source=Post-Michael Foods IP Security Agreement 039269-0326#page10.tif  
source=Post-Michael Foods IP Security Agreement 039269-0326#page11.tif  
source=Post-Michael Foods IP Security Agreement 039269-0326#page12.tif  
source=Post-Michael Foods IP Security Agreement 039269-0326#page13.tif  
source=Post-Michael Foods IP Security Agreement 039269-0326#page14.tif  
source=Post-Michael Foods IP Security Agreement 039269-0326#page15.tif  
source=Post-Michael Foods IP Security Agreement 039269-0326#page16.tif  
source=Post-Michael Foods IP Security Agreement 039269-0326#page17.tif

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 27, 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:(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 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.

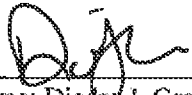
SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are 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.

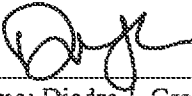
*[Signature Page Follows]*

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.

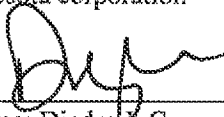
**MICHAEL FOODS OF DELAWARE, INC.,**  
a Delaware corporation

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

**MICHAEL FOODS, INC.,**  
a Delaware corporation

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

**CRYSTAL FARMS REFRIGERATED  
DISTRIBUTION COMPANY,**  
a Minnesota corporation

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

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COPYRIGHTS**

None.

**PATENTS****Patents, Patent Applications and Patent Licenses:**

| <b>Patents</b>                  |  |                |                      |                           |                    |                   |
|---------------------------------|--|----------------|----------------------|---------------------------|--------------------|-------------------|
| <u>Grantor</u>                  | <u>Title</u>   | <u>Country</u> | <u>Patent Number</u> | <u>Application Number</u> | <u>Filing Date</u> | <u>Issue Date</u> |
| Michael Foods of Delaware, Inc. | Formulation fried egg product  | U.S.           | 7,288,279            | 10/165,043                | 06/06/02           | 10/30/07          |
| Michael Foods of Delaware, Inc. | Formulation and process to prepare a pre-formed filling unit                         | U.S.           | 7,241,469            | 10/161,052                | 5/30/02            | 7/10/07           |
| Michael Foods, Inc.             | Enhanced precooked egg product and process for formulation of precooked egg products | U.S.           | 6,814,999            | 10/322,102                | 12/17/02           | 11/09/04          |
| Michael Foods, Inc.             | Enhanced precooked egg product and process for formulation of precooked egg products | U.S.           | 6,524,638            | 10,063,552                | 5/02/02            | 2/25/03           |
| Michael Foods, Inc.             | Enhanced precooked egg product and process for formulation of precooked egg products | U.S.           | 6,475,550            | 10/026,597                | 12/18/01           | 11/5/02           |
| Michael Foods, Inc.             | Enhanced precooked egg product and process for formulation of precooked egg products | U.S.           | 6,413,572            | 09/644,103                | 8/23/00            | 7/02/02           |
| Michael Foods, Inc.             | Aqueous extraction process to selectively remove phospholipids from egg yolks        | U.S.           | 6,217,926            | 09/342,759                | 6/29/99            | 4/17/01           |
| Michael Foods of Delaware, Inc. | Formulation and process to prepare a premium formulated fried egg                    | U.S.           | 7,338,681            | 11/150,034                | 6/10/05            | 3/04/08           |
| Michael Foods of Delaware, Inc. | Formulation and process to prepare a premium formulated fried egg                    | U.S.           | 7,709,039            | 11/971,011                | 1/8/08             | 5/04/10           |
| Michael Foods of Delaware, Inc. | Formulation and process to prepare a premium formulated fried egg                    | U.S.           | 7,951,411            | 11/861/755                | 09/26/07           | 05/31/11          |

|                                 |  |        |           |            |          |          |
|---------------------------------|--|--------|-----------|------------|----------|----------|
| Michael Foods, Inc.             | Egg Nuggets  | U.S.   | 7,713,571 | 10/800,577 | 3/15/04  | 5/11/10  |
| Michael Foods, Inc.             | Methods for automatically making large quantities of pre-cooked eggs having a natural appearance             | U.S.   | 7,763,302 | 10/741,793 | 12/19/03 | 7/27/10  |
| Michael Foods, Inc.             | Egg product with particulates  | U.S.   | 7,833,562 | 11/560,273 | 11/15/06 | 11/16/10 |
| Michael Foods, Inc.             | Method of preparing egg nuggets  | U.S.   | 8,025,914 | 12/210,436 | 9/15/08  | 09/27/11 |
| Michael Foods of Delaware, Inc. | Formulation and process to prepare a pre-formed filling unit   | U.S.   | RE43,136  | 12/069,585 | 10/31/07 | 01/24/12 |
| Michael Foods, Inc.             | Aqueous extraction process to selectively remove phospholipids from egg yolk                                 | Mexico | 222,253   | 200100231  | 6/30/99  | 08/23/04 |
| Michael Foods, Inc.             | Enhanced precooked egg product and process for formulation of precooked egg products                         | Canada | 2,316,622 | 2316622    | 8/24/00  | 7/4/06   |
| Michael Foods, Inc.             | Methods and devices for automatically making large quantities of pre-cooked eggs having a natural appearance | Mexico | 285,418   | 2006006695 | 12/17/04 | 04/04/11 |
| Michael Foods of Delaware, Inc. | Formulation and process to prepare a premium formulated fried egg  | U.S.   | 8,211,488 | 12/762,494 | 4/19/10  | 07/03/12 |
| Michael Foods, Inc.             | Methods for automatically making large quantities of pre-cooked eggs having a natural appearance             | U.S.   | 8,475,858 | 12/842,233 | 7/23/10  | 07/02/13 |

**Patent Applications**



| <b>Owner</b>                    | <b>Title</b>   | <b>Country</b> | <b>Application Number</b> | <b>Filing Date</b> |
|---------------------------------|--|----------------|---------------------------|--------------------|
| Michael Foods, Inc.             | Fruit-vegetable with additive to prevent discoloration   | U.S.           | 13/413,957                | 03/07/12           |
| Michael Foods, Inc.             | Fruit/vegetable with additive to retain firmness   | U.S.           | 13/414,123                | 03/07/12           |
| Michael Foods of Delaware, Inc. | Formulation and process to prepare a premium formulated fried egg  | U.S.           | 13/537,172                | 06/29/12           |
| Michael Foods, Inc.             | Methods and devices for automatically making large quantities of pre-cooked eggs having a natural appearance | Canada         | 2550364                   | 12/17/04           |
| Michael Foods, Inc.             | Egg nuggets  | Canada         | 2500125                   | 03/10/05           |





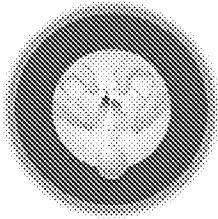
|                     |  |      |            |          |
|---------------------|--|------|------------|----------|
| Michael Foods, Inc. | Food product including fully or partially cooked egg                       | U.S. | 13/839,852 | 03/15/13 |
| Michael Foods, Inc. | Methods and devices for making pre-cooked eggs having a natural appearance | U.S. | 13/931,670 | 06/28/13 |
| Michael Foods, Inc. | Refrigerated mashed potato product and method of making                    | U.S. | 13/786,088 | 03/05/13 |
| Michael Foods, Inc. | Refrigerated potato product for making crispy potato and method of making  | U.S. | 13/786,105 | 03/05/13 |



## TRADEMARKS





### Trademarks, Trademark Applications and Trademark Licenses:



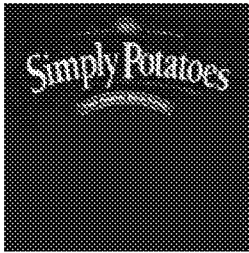

| Trademarks                      |   |         |           |            |             |            |
|---------------------------------|---|---------|-----------|------------|-------------|------------|
| Owner                           | Domain Name/Mark  | Country | Reg. No.  | App. No.   | Filing Date | Issue Date |
| Michael Foods of Delaware, Inc. | ABBOTSFORD FARMS  | U.S.    | 3,551,507 | 77/370,960 | 1/14/08     | 12/23/08   |
| Michael Foods of Delaware, Inc. | ALL DAY CAFÉ  | U.S.    | 3,547,980 | 77/343,823 | 12/4/07     | 12/16/08   |
| Michael Foods of Delaware, Inc. | ALL EGGS  | U.S.    | 3,482,601 | 77/059210  | 12/7/06     | 8/5/2008   |
| Michael Foods of Delaware, Inc. | ALL WHITES and design:<br>     | U.S.    | 3,629,112 | 77/660,317 | 1/30/09     | 5/26/09    |
| Michael Foods, Inc.             | ALL WHITES  | U.S.    | 2,183,092 | 75/120,704 | 6/18/96     | 8/18/98    |
| Michael Foods of Delaware, Inc. | BETTER DAY  | U.S.    | 4,064,759 | 85/240,420 | 2/11/11     | 11/29/11   |
| Michael Foods of Delaware, Inc. | BETTER 'N EGGS  | U.S.    | 2,070,096 | 74/161,478 | 4/29/91     | 6/10/97    |
| Michael Foods of Delaware, Inc. | BETTER 'N EGGS and design:<br> | U.S.    | 3,666,496 | 77/660,332 | 1/30/09     | 8/11/09    |
| Michael Foods of Delaware, Inc. | BETTER 'N EGGS PLUS   | U.S.    | 3,804,867 | 78/544,615 | 1/10/05     | 6/15/10    |

|   |  |      |           |            |          |          |
|---|--|------|-----------|------------|----------|----------|
| Michael Foods of Delaware, Inc.                 | BETTER 'N EGGS PLUS and design:<br> | U.S. | 3,425,190 | 77/068,573 | 12/20/06 | 5/13/08  |
| Crystal Farms Refrigerated Distribution Company | CAKLEBERRIES   | U.S. | 1,719,553 | 74/144,378 | 3/4/91   | 9/22/92  |
| Michael Foods of Delaware, Inc.                 | CAGE FREE and design:<br>           | U.S. | 3,706,889 | 77/672,201 | 2/17/09  | 11/3/09  |
| Crystal Farms Refrigerated Distribution Company | CHEESE FROM THE HEART OF DAIRY COUNTRY   | U.S. | 2,973,842 | 78/305,795 | 9/26/03  | 7/19/05  |
| Crystal Farms Refrigerated Distribution Company | CHEESE FROM THE HEART OF DAIRY COUNTRY.  | U.S. | 4,128,714 | 85/401,758 | 8/18/11  | 04/17/12 |
| Michael Foods, Inc.                             | CHEF'S OMELETS   | U.S. | 2,215,004 | 75/120,777 | 6/18/96  | 12/29/98 |
| Michael Foods of Delaware, Inc.                 | CHOOSE BETTER  | U.S. | 4,109,779 | 85/166,036 | 11/1/10  | 3/6/12   |
| Michael Foods of Delaware, Inc.                 | CLUCK  | U.S. | 1,063,046 | 73/100,246 | 9/17/76  | 4/12/77  |
| Crystal Farms Refrigerated Distribution Company | CRESCENT VALLEY  | U.S. | 2,698,580 | 76/296,614 | 8/7/01   | 3/18/03  |
| Crystal Farms Refrigerated Distribution Company | CRYSTAL FARMS  | U.S. | 3,521,836 | 77/224,904 | 7/9/07   | 10/21/08 |
| Crystal Farms Refrigerated Distribution Company | CRYSTAL FARMS  | U.S. | 3,761,658 | 77/501,673 | 6/18/08  | 3/16/10  |
| Crystal Farms Refrigerated Distribution Company | CRYSTAL FARMS  | U.S. | 3,761,656 | 77/501,475 | 6/18/08  | 3/16/10  |

|   |  |      |           |            |         |          |
|---|--|------|-----------|------------|---------|----------|
| Crystal Farms Refrigerated Distribution Company | CRYSTAL FARMS  | U.S. | 3,932,757 | 85/018,638 | 4/20/10 | 3/15/11  |
| Crystal Farms Refrigerated Distribution Company | CRYSTAL FARMS<br>SINCE 1926 and design:<br> | U.S. | 2,091,007 | 75/134,310 | 7/15/96 | 8/26/97  |
| Crystal Farms Refrigerated Distribution Company | CRYSTAL FARMS and design:<br>               | U.S. | 3,641,104 | 77/562,419 | 9/4/08  | 6/16/09  |
| Michael Foods of Delaware, Inc.                 | DANTEX   | U.S. | 1,481,746 | 73/675,203 | 7/30/87 | 3/22/88  |
| Crystal Farms Refrigerated Distribution Company | DAVID'S DELI   | U.S. | 1,740,644 | 74/189,712 | 7/29/91 | 12/15/92 |
| Michael Foods of Delaware, Inc.                 | DEEP CHILL   | U.S. | 2,069,125 | 75/080,934 | 3/29/96 | 6/10/97  |
| Crystal Farms Refrigerated Distribution Company | "Cracking Egg" design:<br>                | U.S. | 4,526,810 | 85/853,004 | 2/18/13 | 5/6/14   |
| Michael Foods of Delaware, Inc.                 | DINER'S CHOICE   | U.S. | 2,471,488 | 76/053,445 | 5/19/00 | 7/24/01  |
| Michael Foods, Inc.                             | EASY EGGS  | U.S. | 3,056,175 | 78/253,519 | 5/23/03 | 1/31/06  |
| Michael Foods of Delaware, Inc.                 | EASY EGGS  | U.S. | 1,616,900 | 74/019,499 | 1/16/90 | 10/9/90  |
| Michael Foods of Delaware, Inc.                 | EASY EGGS  | U.S. | 3,534,749 | 77/152,800 | 4/10/07 | 11/18/08 |





|   |  |      |           |            |          |          |
|---|--|------|-----------|------------|----------|----------|
| Michael Foods of Delaware, Inc.                 | EASY EGGS and design:<br>                               | U.S. | 3,238,348 | 78/732,613 | 10/13/05 | 5/1/07   |
| Michael Foods of Delaware, Inc.                 | EAT HEALTHY. BE HEALTHY.   | U.S. | 3,474,048 | 78/943,150 | 8/2/06   | 7/22/08  |
| Michael Foods of Delaware, Inc.                 | EGG MATES  | U.S. | 4,210,144 | 85/589,053 | 4/4/2012 | 9/18/12  |
| Michael Foods of Delaware, Inc.                 | EGG STARTS   | U.S. | 4,175,644 | 85/488,439 | 12/06/11 | 7/17/12  |
| Michael Foods of Delaware, Inc.                 | EGGSTREME  | U.S. | 2,889,969 | 76/524,172 | 06/20/03 | 09/28/04 |
| Michael Foods of Delaware, Inc.                 | EMULSA   | U.S. | 2,705,009 | 75/889,663 | 1/6/00   | 4/8/03   |
| Michael Foods of Delaware, Inc.                 | EXPLORE BEYOND BREAKFAST   | U.S. | 3,536,771 | 77/449,462 | 4/16/08  | 11/25/08 |
| Michael Foods of Delaware, Inc.                 | FRESH ACCENTS  | U.S. | 4,215,425 | 85/467,423 | 11/8/11  | 9/25/12  |
| Crystal Farms Refrigerated Distribution Company | FRESH FROM CRYSTAL FARMS TO YOUR TABLE   | U.S. | 3,849,377 | 77/771,583 | 6/30/09  | 9/21/10  |
| Crystal Farms Refrigerated Distribution Company | FRESH FROM CRYSTAL FARMS TO YOUR TABLE and design<br> | U.S. | 3,849,375 | 77/770,991 | 6/30/09  | 9/21/10  |
| Michael Foods of Delaware, Inc.                 | FROM THE HEART OF DAIRY COUNTRY  | U.S. | 3,389,731 | 78/504,417 | 10/22/04 | 2/26/08  |
| Michael Foods of Delaware, Inc.                 | FROM THE HEART OF DAIRY COUNTRY  | U.S. | 3,340,953 | 78,504,419 | 10/22/04 | 11/20/07 |
| Michael Foods of Delaware, Inc.                 | FROZE 'N READY   | U.S. | 3,353,511 | 78/666,489 | 7/8/05   | 12/11/07 |

|   |   |      |           |            |          |          |
|---|---|------|-----------|------------|----------|----------|
| Michael Foods of Delaware, Inc.                       | FROZE 'N READY and design:<br>         | U.S. | 3,349,760 | 78/732,385 | 10/13/05 | 12/4/07  |
| Michael Foods of Delaware, Inc.                       | HAVE A BETTER DAY!  | U.S. | 3,538,423 | 77/379,229 | 1/24/08  | 11/25/08 |
| Michael Foods, Inc.                                   | HEADSTART ON HOMEMADE   | U.S. | 3,096,313 | 78/238,369 | 4/16/03  | 5/23/06  |
| Michael Foods of Delaware, Inc.                       | HY-TEX  | U.S. | 1,662,607 | 74/084,612 | 8/3/90   | 10/29/91 |
| Michael Foods, Inc.                                   | LIKE EGGS   | U.S. | 1,861,424 | 74/320,753 | 10/6/92  | 11/01/94 |
| Michael Foods of Delaware, Inc.                       | NORTHERN GOLD   | U.S. | 4,426,484 | 85/696,116 | 8/06/12  | 10/29/13 |
| Michael Foods of Delaware, Inc.                       | NORTHERN STAR POTATOES and design:<br> | U.S. | 3,808,487 | 77/816,187 | 8/31/09  | 6/22/10  |
| Michael Foods of Delaware, Inc.                       | OVABAKE   | U.S. | 4,114,835 | 85/389,999 | 8/4/11   | 3/20/12  |
| Michael Foods of Delaware, Inc.                       | OVAMAY  | U.S. | 3,013,125 | 78/387,661 | 3/19/04  | 11/8/05  |
| Crystal Farms Refrigerated Distribution Company, Inc. | P PASTEURIZED and design:<br>        | U.S. | 2,089,230 | 75/154,211 | 8/22/96  | 8/19/97  |
| Michael Foods of Delaware, Inc.                       | PAPETTI'S   | U.S. | 1,609,936 | 73/799,513 | 5/12/89  | 8/14/90  |
| Michael Foods of Delaware, Inc.                       | PAPETTI'S   | U.S. | 3,224,492 | 78/775,071 | 12/16/05 | 4/3/07   |
| Michael Foods of Delaware, Inc.                       | PAPETTI'S and design:<br>            | U.S. | 3,396,039 | 78/732,639 | 10/13/05 | 3/11/08  |
| Michael Foods of Delaware, Inc.                       | PIZZERIA  | U.S. | 3,911,828 | 77/781,846 | 7/15/09  | 1/25/11  |

|   |  |      |           |                   |          |          |
|---|--|------|-----------|-------------------|----------|----------|
| Michael Foods of Delaware, Inc.                 | PLUS+  | U.S. | 3,547,976 | 77/341,532        | 11/30/07 | 12/16/08 |
| Michael Foods of Delaware, Inc.                 |                                   | U.S. | 2,702,864 | 75/823,399        | 10/14/99 | 04/01/03 |
| Michael Foods of Delaware, Inc.                 |                                   | U.S. | 2,850,363 | 76/482,505        | 01/15/03 | 06/08/04 |
| Michael Foods of Delaware, Inc.                 | PRIMEGG  | U.S. | 2,446,294 | 76/005,058        | 03/20/00 | 04/24/01 |
| Michael Foods of Delaware, Inc.                 | QUICK EGGS   | U.S. | 4,221,352 | 85/543,535        | 2/15/12  | 10/09/12 |
| Michael Foods, Inc.                             | QUICK WHITES   | U.S. | 2,636,526 | 76/079,126        | 6/20/00  | 10/15/02 |
| Crystal Farms Refrigerated Distribution Company | SIGNATURE SELECTIONS   | U.S. | 3,510,152 | 78/951,712        | 8/14/06  | 9/30/08  |
| Michael Foods, Inc.                             | SIMPLY EGGS  | U.S. | 4,424,898 | 85/864,846        | 3/1/13   | 10/29/13 |
| Michael Foods of Delaware, Inc.                 | SIMPLY-FIED  | U.S. | N/A       | 85/473,312<br>ITU | 11/15/11 | N/A      |
| Michael Foods of Delaware, Inc.                 | SIMPLY MACARONI & CHEESE   | U.S. | 3,842,412 | 77/657,781        | 1/27/09  | 8/31/10  |
| Michael Foods of Delaware, Inc.                 | SIMPLY POTATOES  | U.S. | 2,374,745 | 75/664,888        | 3/19/99  | 8/8/00   |
| Michael Foods of Delaware, Inc.                 | SIMPLY POTATOES  | U.S. | 1,596,986 | 73/768,391        | 12/9/88  | 5/15/90  |
| Michael Foods of Delaware, Inc.                 | SIMPLY POTATOES and design:<br> | U.S. | 3,930,544 | 77/941,782        | 2/22/10  | 3/15/11  |
| Michael Foods of Delaware, Inc.                 | SIMPLY POTATOES and design:<br> | U.S. | 3,930,545 | 77/941,783        | 2/22/10  | 3/15/11  |
| Michael Foods of Delaware, Inc.                 | SIMPLY POTATOES<br>SIMPLY BETTER   | U.S. | 3,936,387 | 77/908,150        | 1/8/10   | 3/29/11  |

|   |  |      |           |            |          |          |
|---|--|------|-----------|------------|----------|----------|
| Michael Foods of Delaware, Inc.                 | SIMPLY POTATOES STEAMABLES   | U.S. | 4,154,498 | 77/871,860 | 11/13/09 | 6/5/12   |
| Michael Foods of Delaware, Inc.                 | SMART EGGS (new description of goods)  | U.S. | 4,282,635 | 85/653,366 | 6/15/12  | 1/29/13  |
| Michael Foods of Delaware, Inc.                 | TABLE READY  | U.S. | 1,637,708 | 74/052,611 | 4/23/90  | 3/12/91  |
| Michael Foods of Delaware, Inc.                 | TABLE READY and design:<br>     | U.S. | 3,450,973 | 78/732,427 | 10/13/05 | 6/17/08  |
| Crystal Farms Refrigerated Distribution Company | WESTFIELD FARMS and design:<br> | U.S. | 1,620,182 | 74/021,025 | 1/22/90  | 10/30/90 |

|   |   |           |            |   |          |                   |
|---|---|-----------|------------|---|----------|-------------------|
| <b>United States of America – Wisconsin</b>     |   |           |            |   |          |                   |
| Crystal Farms Refrigerated Distribution Company | CRYSTAL FARMS REFRIGERATED DISTRIBUTION COMPANY | Wisconsin | N/A        | 5501516 (orig. no.)<br>5501925 (assigned no.) | N/A      | 3/1/95<br>3/23/05 |
| <b>Australia</b>                                |   |           |            |   |          |                   |
| MFI Food Canada Ltd.                            | INOVATECH                                       | Australia | 783.011    | 783.011                                       | 1/15/99  | 10/06/00          |
| <b>Canada</b>                                   |   |           |            |   |          |                   |
| Michael Foods of Delaware, Inc.                 | ABBOTSFORD FARMS                                | Canada    | TMA825,987 | 1399843                                       | 6/6/08   | 6/11/12           |
| Michael Foods of Delaware, Inc.                 | CHOOSE BETTER                                   | Canada    |            | 1525146                                       | 4/27/11  |                   |
| Michael Foods of Delaware, Inc.                 | EASY EGGS                                       | Canada    | TMA685688  | 1285300                                       | 12/21/05 | 4/5/07            |

|   |  |        |            |         |          |          |
|---|--|--------|------------|---------|----------|----------|
| Michael Foods of Delaware, Inc.                 | EASY EGGS and design:<br>     | Canada | TMA854,255 | 1550745 | 11/4/11  | 7/2/13   |
| Michael Foods, Inc.                             | EGGSTARTS and design:<br>     | Canada | TMA632508  | 1186196 | 7/31/03  | 2/9/05   |
| Michael Foods of Delaware, Inc.                 | FROZE'N READY  | Canada | TMA852794  | 1552213 | 11/16/11 | 06/10/13 |
| Michael Foods of Delaware, Inc.                 | MICHAEL FOODS  | Canada | TMA550082  | 1020849 | 6/30/99  | 8/23/01  |
| Michael Foods of Delaware, Inc.                 | OVAMAY   | Canada | TMA674644  | 1215336 | 4/23/04  | 10/12/06 |
| Michael Foods of Delaware, Inc.                 | PAPETTI'S  | Canada | TMA858550  | 1550747 | 11/8/11  | 08/26/13 |
| Michael Foods of Delaware, Inc.                 | PAPETTI'S and design:<br>   | Canada | TMA858551  | 1550746 | 11/4/11  | 08/26/13 |
| Michael Foods of Delaware, Inc.                 | SIMPLY POTATOES  | Canada | TMA573913  | 1029324 | 9/17/99  | 1/17/03  |
| Michael Foods of Delaware, Inc.                 | TABLE READY and design:<br> | Canada | TMA779564  | 1299792 | 4/13/06  | 10/12/10 |
| <b>China</b>                                    |  |        |            |         |          |          |
| Crystal Farms Refrigerated Distribution Company | CRYSTAL FARMS  | China  | 6559648    | 6559648 | 2/21/08  | 12/7/09  |
| Crystal Farms Refrigerated Distribution Company | CRYSTAL FARMS SINCE 1926   | China  | N/A        | 6606103 | 3/19/08  | N/A      |



|                                 |                    |       |         |         |         |          |
|---------------------------------|--------------------|-------|---------|---------|---------|----------|
| Michael Foods of Delaware, Inc. | "EASY EGGS" DESIGN | China | 6301895 | 6301895 | 9/28/07 | 10/7/09  |
| Michael Foods of Delaware, Inc. | "PAPETTI'S" DESIGN | China | 6792598 | 6792598 | 6/19/08 | 11/21/10 |

|                     |           |            |       |       |        |          |
|---------------------|-----------|------------|-------|-------|--------|----------|
| <b>Costa Rica</b>   |           |            |       |       |        |          |
| Michael Foods, Inc. | PAPETTI'S | Costa Rica | 93935 | 95002 | 6/7/95 | 11/22/95 |

|                                 |                |      |          |          |         |         |
|---------------------------------|----------------|------|----------|----------|---------|---------|
| <b>Cuba</b>                     |                |      |          |          |         |         |
| Michael Foods of Delaware, Inc. | FROZE 'N READY | Cuba | 20050745 | 20050745 | 12/9/05 | 1/28/08 |

|   |           |     |           |           |          |          |
|---|-----------|-----|-----------|-----------|----------|----------|
| <b>European Community – Community Trademark (CTM)</b> |           |     |           |           |          |          |
| Michael Foods of Delaware, Inc.                       | EASY EGGS | CTM | 006435051 | 006435051 | 11/5/07  | 10/3/08  |
| Michael Foods of Delaware, Inc.                       | OVAMAY    | CTM | 5512231   | 5512231   | 11/30/06 | 11/13/07 |
| Michael Foods of Delaware, Inc.                       | PAPETTI'S | CTM | 77479     | 77479     | 4/1/96   | 3/30/98  |

|                                 |                    |           |           |           |         |         |
|---------------------------------|--------------------|-----------|-----------|-----------|---------|---------|
| <b>Hong Kong</b>                |                    |           |           |           |         |         |
| Michael Foods of Delaware, Inc. | "EASY EGGS" DESIGN | Hong Kong | 300941931 | 300941931 | 8/27/07 | 8/27/07 |

|                     |           |       |         |  |         |         |
|---------------------|-----------|-------|---------|--|---------|---------|
| <b>Italy</b>        |           |       |         |  |         |         |
| Michael Foods, Inc. | EASY EGGS | Italy | 0674751 | UD93-C000156<br>[Original application] | 8/24/93 | 3/29/96 |

|   |                                     |       |         |                |         |          |
|---|-------------------------------------|-------|---------|----------------|---------|----------|
| <b>Japan</b>                                    |                                     |       |         |                |         |          |
| Crystal Farms Refrigerated Distribution Company | CRYSTAL FARMS                       | Japan | 5161413 | 20085761       | 1/29/08 | 8/22/08  |
| Crystal Farms Refrigerated Distribution Company | CRYSTAL FARMS SINCE 1926 and design | Japan | 5161412 | 20085760       | 1/29/08 | 8/22/08  |
| Michael Foods of Delaware, Inc.                 | EASY EGGS                           | Japan | 3297265 | H06-102472     | 10/7/94 | 4/25/97  |
| Michael Foods of Delaware, Inc.                 | FROZE 'N READY                      | Japan | 5002693 | 200511496<br>2 | 12/7/05 | 11/10/06 |

|                                 |               |       |         |             |          |          |
|---------------------------------|---------------|-------|---------|-------------|----------|----------|
| Northern Star Co.               | NORTHERN STAR | Japan | 3178216 | 1993-063349 | 6/25/93  | 7/31/96  |
| Michael Foods of Delaware, Inc. | PRIMEX        | Japan | 5115192 | 2007045979  | 05/09/07 | 02/29/08 |

|                                      |                      |             |           |           |          |          |
|--------------------------------------|----------------------|-------------|-----------|-----------|----------|----------|
| <b>Malaysia</b>                      |                      |             |           |           |          |          |
| Michael Foods of Delaware, Inc.      | "EASY EGGS" DESIGN   | Malaysia    | 07021526  | 200721526 | 11/1/07  | 09/13/12 |
| <b>Mexico</b>                        |                      |             |           |           |          |          |
| Michael Foods of Delaware, Inc.      | ALL WHITES           | Mexico      | 1073956   | 932461    | 5/8/08   | 11/26/08 |
| Michael Foods of Delaware, Inc.      | BETTER 'N EGGS       | Mexico      | 1140205   | 932462    | 5/8/08   | 1/28/10  |
| Michael Foods of Delaware, Inc.      | DANTEX               | Mexico      | 1003918   | 876316    | 8/20/07  | 9/25/07  |
| Michael Foods, Inc.                  | "EASY EGGS" DESIGN   | Mexico      | 1081870   | 1164572   | 4/15/10  | 6/18/10  |
| Michael Foods of Delaware, Inc.      | OVAMAY               | Mexico      | 1003360   | 875505    | 8/15/07  | 9/20/07  |
| Michael Foods of Delaware, Inc.      | PAPETTI'S            | Mexico      | 391441    | 96978     | 9/25/90  | 2/28/91  |
| Papetti's Hygrade Egg Products, Inc. | PAPETTI'S            | Mexico      | 392016    | 392016    | 9/24/90  | 9/24/90  |
| Michael Foods of Delaware, Inc.      | "PAPETTI'S" DESIGN   | Mexico      | 392016    | 96856     | 9/24/90  | 3/4/91   |
| Papetti's Hygrade Egg Products, Inc. | PAPETTI'S OF MEXICO  | Mexico      | 465929    | 145369    | 7/21/92  | 7/8/94   |
| Papetti's Hygrade Egg Products, Inc. | PURE PRO             | Mexico      | 498944    | 235793    | 6/28/95  | 7/26/95  |
| Michael Foods, Inc.                  | "TABLE READY" DESIGN | Mexico      | 1121764   | 777650    | 4/17/06  | 9/22/09  |
| <b>Puerto Rico</b>                   |                      |             |           |           |          |          |
| Michael Foods, Inc.                  | FROZE 'N READY       | Puerto Rico | 67235     | 67235     | 12/23/05 | 12/23/05 |
| Michael Foods, Inc.                  | "TABLE READY" DESIGN | Puerto Rico | 72073     | 72073     | 4/28/06  | 6/11/08  |
| <b>Singapore</b>                     |                      |             |           |           |          |          |
| Michael Foods of Delaware, Inc.      | "EASY EGGS" DESIGN   | Singapore   | T0717814D | T071784D  | 8/28/07  | 4/30/08  |
| <b>Taiwan</b>                        |                      |             |           |           |          |          |
| Michael Foods of Delaware, Inc.      | "EASY EGGS" DESIGN   | Taiwan      | 1338666   | 096043485 | 9/11/07  | 11/16/08 |
| <b>Thailand</b>                      |                      |             |           |           |          |          |
| Michael Foods of Delaware, Inc.      | "EASY EGGS" DESIGN   | Thailand    | TM295311  | 671684    | 8/29/07  | 3/25/09  |

| <b>Licenses</b>                     |   |   |   |
|-------------------------------------|---|---|---|
| <b>Grantor</b>                      | <b>Grantee</b>  | <b>Licensed Item(s)</b>   | <b>Term</b>   |
| Weight Watchers International, Inc. | Michael Foods Group, Inc. and Crystal Farms Refrigerated Distribution Company | Weight Watchers' Endorsement Icon and other registered trademarks of Weight Watchers International, Inc.      | October 4, 2012 - December 31, 2015 (potential to renew for three additional years) |
| Eggland's Best, LLC                 | Michael Foods, Inc.   | Various trademarks, trade names and services marks owned by Eggland's Best, LLC or related companies          | August 1, 2013 – July 31, 2018 (potential to renew for up to 15 additional years)   |
| American Humane Association         | Michael Foods, Inc. and M.G. Waldbaum Company                                 | Various certification marks, used to show production methods meet American Humane standards                   | December 18, 2013 - December 17, 2014 (renewable from year to year)                 |
| United Egg Producers                | Michael Foods, Inc.   | UEP Certified logo, used to show eggs contained in product were produced in accordance with program standards | Renews annually (subject to audit to confirm compliance)                            |