# CH \$115.00 864550

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM332656

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	After-Acquired Intellectual Property Security Agreement (Fourth Supplemental Filing)

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Dymatize Enterprises, LLC		02/09/2015	LIMITED LIABILITY COMPANY: DELAWARE

### **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: 4**

Property Type	Number	Word Mark
Serial Number:	86455023	M.P.ACT
Serial Number:	86455020	M·P·S
Serial Number:	86455950	PURSUIT RX
Serial Number:	86450413	Z FORCE

### CORRESPONDENCE DATA

**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

ATTORNEY DOCKET NUMBER:	039269-0326
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru

DATE SIGNED:	02/19/2015
Total Attachments: 14	
source=Post Q4 After Acquired IP Secu	rity Agreement - 4th Supplement#page1.tif
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# AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT (FOURTH SUPPLEMENTAL FILING)

THIS AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT (FOURTH SUPPLEMENTAL FILING), dated as of February 9, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Fourth Supplemental Intellectual Property Security Agreement"), is made by PREMIER NUTRITION CORPORATION, a Delaware corporation, DYMATIZE ENTERPRISES, LLC, a Delaware limited liability company, POST FOODS, LLC, a Delaware limited liability company, and MICHAEL FOODS OF DELAWARE, INC., a Delaware corporation (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 to such terms in the Guarantee and Collateral Agreement.

WHEREAS, under the terms of the Guarantee and Collateral Agreement, each Grantor has 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 has agreed as a condition thereof to execute this Fourth Supplemental Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and the Canadian Intellectual Property Office.

WHEREAS, the Intellectual Property Security Agreement dated as of January 29, 2014 was recorded with the United States Patent and Trademark Office against certain Intellectual Property on January 30, 2014 at Reel/Frame 5204/0600 (Post Foods, LLC Trademarks), Reel/Frame 5204/0651 (Attune Foods, LLC Trademarks), Reel/Frame 5204/0773 (Premier Nutrition Corporation Trademarks), Reel/Frame 5204/0734 (Dakota Growers Pasta Company, Inc. Trademarks), Reel/Frame 5204/0760 (DNA Dreamfields Company, LLC Trademarks), Reel/Frame 032141/0568 (Post Foods, LLC Patents), Reel/Frame 032141/0604 (Attune Foods, LLC Patents) and Reel/Frame 032141/0631 (Premier Nutrition Corporation Patents), and was filed with the United States Copyright Office against certain Intellectual Property (Post Foods, LLC Copyrights) on February 7, 2014;

WHEREAS, the Intellectual Property Security Agreement dated as of February 28, 2014 was recorded with the United States Patent and Trademark Office against certain Intellectual Property on March 3, 2014 at Reel/Frame 5228/0580 (Dymatize Enterprises, LLC Trademarks), Reel/Frame 5228/0616 (Supreme Protein, LLC Trademarks), Reel/Frame 5228/0737 (Custom Nutriceutical Laboratories, LLC Trademarks) and Reel/Frame 032379/0311 (Dymatize Enterprises, LLC Patents);

WHEREAS, the Intellectual Property Security Agreement dated as of April 18, 2014 was recorded with the United States Patent and Trademark Office against certain Intellectual Property on

April 24, 2014 at Reel/Frame 5267/0841 (Golden Boy Portales, LLC Trademarks) and was filed with the United States Copyright Office against certain Intellectual Property (Golden Boy Portales, LLC Copyrights) on April 28, 2014;

WHEREAS, the Intellectual Property Security Agreement dated as of June 27, 2014 was recorded with the United States Patent and Trademark Office against certain Intellectual Property on July 2, 2014 at Reel/Frame 5315/0516 (Michael Foods of Delaware, Inc. Trademarks), Reel/Frame 5315/0578 and Reel/Frame 5315/0619 (Crystal Farms Refrigerated Distribution Company Trademarks), Reel/Frame 5315/0540 (Michael Foods, Inc. Trademarks), Reel/Frame 033266/0387 (Michael Foods of Delaware, Inc. Patents) and Reel/Frame 033266/0449 (Michael Foods, Inc. Patents);

WHEREAS, the First Supplemental Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office against certain Intellectual Property on May 9, 2014 at Reel/Frame 5277/0322 (Dakota Growers Pasta Company, Inc. Trademarks);

WHEREAS, the Second Supplemental Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office against certain Intellectual Property on August 11, 2014 at Reel/Frame 5340/0607 (Custom Nutriceutical Laboratories, LLC Trademark), at Reel/Frame 5340/0616 (Dakota Growers Pasta Company, Inc. Trademark), at Reel/Frame 5340/0667 (Premier Protein, Inc. Trademark), and at Reel Frame 033503/0739 (Michael Foods, Inc. Patent); and

WHEREAS, the Third Supplemental Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office against certain Intellectual Property on December 2, 2014 at Reel/Frame 5410/0965 (Post Foods, LLC Trademarks), at Reel/Frame 5410-0985 (Michael Foods of Delaware, Inc. Trademark), and at Reel/Frame 034503/0953 (Michael Foods, Inc. Patents), and with the Canadian Intellectual Property Office on December 10, 2014 at Reference Number 208378/000006 and File Numbers 1683084, 1688993, and 1687203 (Supreme Protein LLC Trademark, Michael Foods of Delaware, Inc. Trademark, and Post Foods, LLC Trademark).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

- 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 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.
- **2. Recordation**. Each Grantor authorizes and requests that the Commissioner for Patents, the Commissioner for Trademarks and any other applicable government officer record this Fourth Supplemental Intellectual Property Security Agreement.
- 3. Execution in Counterparts. This Fourth Supplemental 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.
- **4. Governing Law**. This Fourth Supplemental 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.
- 5. Conflict Provision. This Fourth Supplemental 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 Fourth Supplemental 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 Fourth Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

PREMIER NUTRITION CORPORATION, a Delaware corporation By: Name: Diedre J. Gray Title: Secretary DYMATIZE ENTERPRISES, LLC, a Delaware limited liability company Name: Diedre J. Gray Title: Secretary POST FOODS, LLC, a Delaware limited liability company By: Name: Diedre J. Gray Title: Secretary MICHAEL FOODS OF DELAWARE, INC., a Delaware corporation Name: Diedre J. Gray

Assistant Secretary

Title:

# WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent

By:

Name: Dariet R. Van Allen
Title: Director

[SIGNATURE PAGE TO AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT (FOURTH SUPPLEMENTAL FILING)]

# **COPYRIGHTS**

None.

# **PATENTS**

Owner	Country	Title	Filing Date	Issue Date	Application No.	Patent No.
Premier Nutrition Corporation	Canada	A Gelled Food Product With High Carbohydrate Intake Efficiency	2/27/2009	3/27/2012	2717283	2717283
Premier Nutrition Corporation	Canada	Artificial Sweeteners And Performance*	3/14/2011		2791289	
Premier Nutrition Corporation	United States of America	Artificial Sweeteners And Performance	9/14/2012		13/634948	
Premier Nutrition Corporation	United States of America	Bite-Size Carbohydrate Nutritional Products And Methods For Using Same	10/07/2011		13/269000	
Premier Nutrition Corporation	Canada	Carbohydrate Bar	2/27/2009		2789162	
Premier Nutrition Corporation	Canada	Carbohydrate Bar	2/27/2009	7/08/2014	2717395	2717395
Premier Nutrition Corporation	United States of America	Carbohydrate Bar	1/31/2014		14/169416	
Premier Nutrition Corporation	United States of America	Carbohydrate Bar	8/30/2010		12/920179	
Premier Nutrition Corporation	Canada	Carbohydrate Gel	2/17/2009		2717420	
Premier Nutrition	United States of	Carbohydrate Gel	8/30/2010	1/20/2015	12/920177	8,937,049

Owner	Country	Title	Filing Date	Issue Date	Application No.	Patent No.
Corporation	America					
Premier Nutrition Corporation	Canada	Dosing Protocols For Increasing Protein Synthesis In An Active Individual	11/29/2010		2,781,678	
Premier Nutrition Corporation	United States of America	Dosing Protocols For Increasing Protein Synthesis In An Active Individual	12/31/2012		13/511847	
Premier Nutrition Corporation	Canada	Easy Opening Packaging For Food Products	6/29/2009	8/13/2013	2,729,342	2729342
Premier Nutrition Corporation	Canada	Canada Easy Opening Packaging For Liquid Or Gel Products			2769499	
Premier Nutrition Corporation	United States of America	Easy Opening Packaging For Liquid Or Gel Products	5/2/2012	1/21/2014	13/387460	8631938
Premier Nutrition Corporation	Canada	Food Product Providing Sustained Blood Levels Of Exogenous Substances	8/28/2003	1/31/2012	2536828	2536828
Premier Nutrition Corporation	United States of America	Food Product Providing Sustained Blood Levels Of Exogenous Substances	4/26/2013		13/871769	
Premier Nutrition Corporation	Canada	Food Product With High Viscosity	12/20/2002	12/11/2012	2471808	2471808
Premier Nutrition Corporation	United States of America	Food Product With High Viscosity	6/25/2004	1/22/2008	10/500187	7320810
Premier Nutrition Corporation	United States of America	Gelled Food Product With High Carbohydrate Intake	8/30/2010		12/920153	

Owner	Country	Title	Filing	Issue Date	Application	Patent No.
			Date		No.	
		Efficiency				
Premier Nutrition Corporation	Sutrition Glycogen Synthesis		9/28/2009		2740656	
Premier Nutrition Corporation	United States of America	Increasing The Efficiency Of Utilization Of Ingested Creatine	2/15/2010		12/673553	
Premier Nutrition Corporation	United States of America	Liver Glycogen Synthesis	7/27/2011		13/063084	
Premier Nutrition Corporation	Nutrition Muscle Protein		11/29/2010		2,781,764	
Premier Nutrition Corporation	Nutrition States of Muscle Protein		12/31/2012		13/511854	
Premier Nutrition Corporation	n America Muscle Protein		5/08/2014		14/272642	
Premier Nutrition Corporation	Nutrition States of Enhancing Muscle		3/20/2014		14/220548	
Premier United Nutrition States of Corporation America Products For Customized Energy Intake		8/13/2009		12/540561		
Premier Nutrition Corporation	United States of America	Nutrient Composition For Exercise	7/30/1998	12/03/2002	09/068710	6488955 B1
Premier Nutrition Corporation	Canada	Nutritional Compositions For Enhancing Performance And Methods For Making And Using Same*	4/18/2012		2831798	

Owner	Country	Title	Filing	Issue Date	Application	Patent No.
			Date		No.	
Premier	United	Nutritional	12/19/2013		14/111805	
Nutrition	States of	Compositions For				
Corporation	America	Enhancing				
		Performance And				
		Methods For Making				
		And Using Same				
Premier	Canada	Puree Compositions	01/03/2013		2825212	
Nutrition		Having Specific				
Corporation		Carbohydrate Ratios				
		And Methods For				
		Using Same*				
Premier	Canada	Puree Compositions	01/03/2013		2825419	
Nutrition		Having Specific				
Corporation		Carbohydrate Ratios				
		And Methods For				
		Using Same				
Premier	Canada	Puree Compositions	01/03/2013		2825221	
Nutrition		Having Specific				
Corporation		Carbohydrate Ratios				
		And Methods For				
		Using Same				
Premier	Canada	Puree Compositions	01/03/2013		2825207	
Nutrition		Having Specific				
Corporation		Carbohydrate Ratios				
		And Methods For				
		Using Same				
Premier	United	Puree Compositions	01/03/2013		13/733548	
Nutrition	States of	Having Specific				
Corporation	America	Carbohydrate Ratios				
		And Methods For				
		Using Same				
Premier	United	Puree Compositions	01/03/2013		13/733599	
Nutrition	States of	Having Specific				
Corporation	America	Carbohydrate Ratios				
		And Methods For				
		Using Same				
Premier	United	Puree Compositions	01/03/2013		13/733576	
Nutrition	States of	Having Specific				
Corporation	America	Carbohydrate Ratios				
		And Methods For				
		Using Same				
Premier	United	Puree Compositions	01/03/2013		13/733557	
Nutrition	States of	Having Specific				
Corporation	America	Carbohydrate Ratios				

Owner	Country	Title	Filing Date	Issue Date	Application No.	Patent No.
		And Methods For Using Same				
Premier Nutrition Corporation	Canada	"Bottle" (Powerbar)	08/09/2006	10/29/2007	117066	117066
Premier Nutrition Corporation	United States of America	Bottle (Powerbar)	08/03/2006	09/18/2007	29/248220	D551083 S
Premier Nutrition Corporation	United States of America	CANDY "Black & White" & P On "Star" (POWERBAR)	08/06/2008	10/20/2009	29/310265	D602226 S
Premier Nutrition Corporation	Canada	Food Packaging Sleeve With Cutout Window	08/19/2013		152522	
Premier Nutrition Corporation	United States of America	Food Packaging Sleeve With Cutout Window	03/15/2013		29/449862	

<sup>\*</sup> Denotes such patent application is still recorded in the name of Nestec S.A. Premier Nutrition Corporation has decided to abandon such application, and accordingly will not be filing with the Canadian Intellectual Property Office documentation evidencing the assignment from Nestec S.A. to Premier Nutrition Corporation.

## **TRADEMARKS**

Owner	Country	Trademark	Filing Date	Registration Date	Status	Application No.	Registration No.
Dymatize Enterprises, LLC	Canada	ISO.100	11/18/2014		Pending	1703173	
Dymatize Enterprises, LLC	United States of America	M.P.ACT	11/14/2014		Pending	86/455023	
Dymatize Enterprises, LLC	United States of America	M•P•S	11/14/2014		Pending	86/455020	
Dymatize Enterprises, LLC	United States of America	PURSUIT RX (stylized and/or with design)	11/17/2014		Pending	86/455950	-

Owner	Country	Trademark	Filing	Registration	Status	Application	Registration
			Date	Date		No.	No.
Dymatize							
Enterprises,	Canada	Z FORCE	11/13/2014		Published	1702569	
LLC							
Dymatize	United						
Enterprises,	States of	Z FORCE	11/11/2014		Pending	86/450413	
LLC	America	2101102	11,11,201		Tonding	00/100110	
Post Foods,							
LLC	Canada	HARVEST BEST	11/18/2014		Pending	1703172	
Premier	United						
Nutrition	States of	Cramp-Crushing	12/2/2009	3/27/2012	Registered	77/884164	4118976
Corporation	America	Cramp-Crusining	12/2/2007	312112012	Registered	77700-10-	7110770
Premier	America						
Nutrition	Canada	Enguar Ditag	8/5/2003	1/31/2005	Dagistanad	1186440	TMA631552
	Canada	Energy Bites	6/3/2003	1/31/2003	Registered	1100440	1 WIA031332
Corporation Premier		Evel For					
	C 1	Fuel For	10/05/0010		D 1'	1500770	
Nutrition	Canada	Optimum	10/25/2012		Pending	1599778	
Corporation		Performance					
Premier	G 1		0/10/2012		. 11	1504002	
Nutrition	Canada	Harvest Energy	9/19/2012		Allowed	1594982	
Corporation							
Premier	United						
Nutrition	States	Harvest Energy	3/20/2012	7/2/2013	Registered	85/574606	4362180
Corporation							
Premier	United						
Nutrition	States of	Musashi	12/15/2010	8/2/2011	Registered	85/198698	4005609
Corporation	America						
Premier		D. C					
Nutrition	Canada	Performance	6/21/2013		Allowed	1632223	
Corporation		Blends					
Premier	United						
Nutrition	States of	Power Gel	1/11/1996	12/30/1997	Registered	75/041950	2126109
Corporation	America	1061 001	1/11/1/50	12/30/1997	rtegisterea	707011300	212010)
Premier	. 11110110u						
Nutrition	Canada	Power To Push	8/6/2008	5/7/2012	Registered	1406438	TMA823515
Corporation	Canada	10wel 101 usil	0/0/2000	3///2012	Registered	1700730	1101/1023313
Premier	United						
Nutrition	States of	Power To Push	2/7/2008	10/26/2010	Registered	77/391519	3867912
Corporation	America	rowel 10 rusii	21112000	10/20/2010	Registered	111331313	300/914
Premier	America						
Nutrition	Canada	Powerbar	7/16/2001	9/13/2004	Registered	1109535	TMA619282
	Canada	rowerbar	//10/2001	9/13/2004	Registered	1109333	11V1A019282
Corporation							
Premier	C 1	D 1	£ /1 £ /1 000	4/10/1001	Destate	(57/00	TN4 A 2022 41
Nutrition	Canada	Powerbar	5/15/1990	4/19/1991	Registered	657632	TMA383341
Corporation	TT ! !						
Premier	United			_,,,,			
Nutrition	States of	Powerbar	9/15/1986	7/14/1987	Registered	73/619625	1447798
Corporation	America						

Owner	Country	Trademark	Filing	Registration	Status	Application	Registration
			Date	Date		No.	No.
Premier	United						
Nutrition	States of	Powerbar	8/5/2004	12/12/2006	Registered	78/462771	3184504
Corporation	America						
Premier	United						
Nutrition	States of	Powerbar	4/6/2006	9/11/2007	Registered	78/855794	3290723
Corporation	America						
Premier							
Nutrition	Canada	Powerbar	1/22/2004	3/23/2005	Registered	1203838	TMA635971
Corporation		Carbselect	1/22/2001	3,23,233	1 togistered		11.11.0007/1
Premier							
Nutrition	Canada	Powerbar Harvest	8/25/1997	4/29/1999	Registered	854406	TMA511337
Corporation	ounada			TI 471 1 7 7 7			
Premier	United						
Nutrition	States of	Powerbar Harvest	9/4/1997	6/8/1999	Registered	75/351630	2251934
Corporation	America						
Premier	1 timerieu						
Nutrition	Canada	Powerbar Perform	10/25/2012		Pending	1599779	
Corporation	Cunada	1 o werbur 1 errorm	10/23/2012		1 Chang	1377117	
Premier	United						
Nutrition	States of	Powerbar Perform	4/26/2012	8/6/2013	Registered	85/609518	4380977
Corporation	America	Towerbar Terrorin	4/20/2012	0/0/2013	Registered	03/009310	73007//
Premier	America		5/25/2004	10/31/2005	Registered	1217806	TMA651941
Nutrition	Canada	Powerbar Protein					
Corporation	Canada	Plus					
Premier							
Nutrition	Canada	Powerbar	4/25/2000	9/19/2002	Registered	1056365	TMA567675
Corporation	Canada	Proteinplus					
Premier	United						
Nutrition	States of	Powerbar Proteinplus	12/21/1998	6/20/2006	Registered	75/609712	3107138
Corporation	America						
Premier	Canada	Powerbar Sport	5/16/2005	12/1/2006	Registered	1257811	TMA677986
Nutrition	Canada						
Corporation		DOWEDDAD					
Premier	United	POWERBAR	10/0/2006	1/10/2010	Danietanad	77/017015	2740216
Nutrition	States	W/"Underlining"	10/9/2006	1/19/2010	Registered	77/017015	3740316
Corporation		(Col)					
Premier	C 1	POWERBAR	10/10/2006	10/5/2000	Danier 1	1210277	TN4 A 7 40 42 7
Nutrition	Canada	W/"Underlining"	10/10/2006	10/5/2009	Registered	1319277	TMA749435
Corporation	T I ! 4 1	(Color)					
Premier	United	n	5.15.12000	6/0/2000	Danister 1	771466107	2626521
Nutrition	States of	Powercoach	5/5/2008	6/9/2009	Registered	77/466197	3636521
Corporation	America						
Premier	C 1	D 1	2/20/1007	2/2/1000	Dariotanad	905665	TM 4 400020
Nutrition	Canada	Powergel	2/28/1996	2/2/1998	Registered	805665	TMA489029
Corporation	TT 1: 1						
Premier	United	, n	0/11/2000	0.11.12.000		77.15.677.60	0.675510
Nutrition	States of	Powerpeel	9/11/2008	9/1/2009	Registered	77/567760	3675512
Corporation	America						

Owner	Country	Trademark	Filing Date	Registration Date	Status	Application No.	Registration No.
Premier Nutrition Corporation	United States of America	PREMIER PROTEIN (stylized and/or with design)	8/29/2012	12/23/2014	Registered	85/982922	4660487
Premier Nutrition Corporation	United States of America	Pria	3/26/2001	12/16/2003	Registered	76/229262	2795403
Premier Nutrition Corporation	Canada	PRIA & POWERBAR W/"Underlining" & Design	2/14/2002	7/13/2004	Registered	1131106	TMA614749
Premier Nutrition Corporation	Canada	Stronger Defies (Powerbar)	11/14/2012		Allowed	1602460	
Premier Nutrition Corporation	United States of America	Team Elite	5/21/2003	11/23/2004	Registered	78/252834	2904817
Premier Nutrition Corporation	Canada	Triple Threat	12/9/2004	10/26/2005	Registered	1240279	TMA651604
Premier Nutrition Corporation	United States of America	Triple Threat	10/16/2006	5/1/2007	Registered	77/022115	3235759
Premier Nutrition Corporation	Canada	Votre Force Vous Surprendra (Powerbar)	2/17/2012		Allowed	1564876	
Premier Nutrition Corporation	Canada	You're Stronger Than You Think (Powerbar)	10/18/2011		Published	1548305	
Premier Nutrition Corporation	United States of America	You're Stronger Than You Think	10/18/2011	10/15/2013	Registered	85/449175	4419080
Michael Foods of Delaware, Inc.	United States of America	EXPLORE BEYOND BREAKFAST	10/27/2014		Pending	86/436,051	
Michael Foods of Delaware, Inc.	Canada	EXPLORE BEYOND BREAKFAST	10/28/2014		Pending	1700075	

**RECORDED: 02/19/2015**