

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM341215

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	After-Acquired Intellectual Property Security Agreement (Fifth Supplemental filing)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Premier Nutrition Corporation		05/05/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barclays Bank PLC, as Administrative Agent		
<b>Street Address:</b>	745 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Public Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4672974	GRAB SOME GOOD ENERGY	
<b>Registration Number:</b>	4693040	PREMIER PROTEIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<i>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.</i>			
<b>Phone:</b>	2129061200		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP c/o Angela M. Amaru		
<b>Address Line 1:</b>	885 Third Avenue		
<b>Address Line 2:</b>	Suite 1000		
<b>Address Line 4:</b>	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>	05/13/2015		
<b>Total Attachments: 7</b>			
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**AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(FIFTH SUPPLEMENTAL FILING)**

THIS AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT (FIFTH SUPPLEMENTAL FILING), dated as of May 5, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Fifth Supplemental Intellectual Property Security Agreement"), is made by PREMIER NUTRITION CORPORATION, a Delaware corporation, CRYSTAL FARMS REFRIGERATED DISTRIBUTION COMPANY, a Minnesota corporation, DYMATIZE ENTERPRISES, LLC, a Delaware limited liability company, and POST FOODS, LLC, a Delaware limited liability company (collectively, the "Grantors") and Barclays Bank plc ("Barclays"), 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, pursuant to that Resignation and Appointment Agreement, dated as of May 4, 2015, Barclays, among other things, was appointed as successor Administrative Agent under the Loan Documents (as defined in the Credit Agreement) and became vested with all the rights, powers, privileges and duties of the Administrative Agent under the Guarantee and Collateral Agreement (as defined below), including all security interests held by the Administrative Agent in and to the Collateral, including the Intellectual Property Collateral (as defined below).

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, to the Administrative Agent for the benefit of the Secured Parties, and has agreed as a condition thereof to execute this Fifth 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 5204/0679 (Premier Protein, Inc. Trademarks), Reel/Frame 5204/0713 (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, and was recorded with the Canadian Intellectual Property Office on February 7, 2014 at File No. 990294 (Post Foods, LLC Trademarks), File No. 759916 (Attune Foods, LLC Trademarks), File No. 1552683 (Premier Protein, Inc., Trademarks), File No. 1095205 (Premier

Nutrition Corporation), File No. 1199891 (DNA Dreamfields Company LLC Trademarks), File No. 05633523 (Post Foods, LLC Patents), and File No. 05638001 (Premier Nutrition Corporation Patents);

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), and with the Canadian Intellectual Property Office on April 3, 2014 at File No. 1115747 (Dymatize Enterprises, LLC Trademarks), and File No. 1546640 (Supreme Protein, LLC Trademarks);

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), and with the Canadian Intellectual Property Office on July 9, 2014 at File No. 1186196 (Michael Foods, Inc. Trademarks), File No. 1020849 (Michael Foods of Delaware, Inc. Trademarks), and 05645475 (Michael Foods, Inc. Patents);

WHEREAS, the After-Acquired Intellectual Property Security Agreement (First Supplemental Filing) dated as of May 9, 2014 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 After-Acquired Intellectual Property Security Agreement (Second Supplemental Filing) dated as of August 6, 2014 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 with the Canadian Intellectual Property Office on August 13, 2014 at File No. 1675103 (Premier Protein, Inc. Trademarks) and 05646670 (Michael Foods, Inc. Patents);

WHEREAS, the After-Acquired Intellectual Property Security Agreement (Third Supplemental Filing) dated as of November 26, 2014 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); and

WHEREAS, the After-Acquired Intellectual Property Security Agreement (Fourth Supplemental Filing) dated as of February 9, 2015 was recorded with the United States Patent and Trademark Office

against certain Intellectual Property on February 19, 2015 at Reel/Frame 035049/0080 (Premier Nutrition Corporation Patents), at Reel/Frame 5462/0700 (Dymatize Enterprises, LLC Trademarks), at Reel/Frame 5462/0900 (Premier Nutrition Corporation Trademarks), and Reel/Frame 5467/0397 (Michael Foods of Delaware, Inc. Trademark), and with the Canadian Intellectual Property Office on March 5, 2015 at File Number 1703173 (Dymatize Enterprises, LLC Trademarks), at Reference Number 208378/000006 and File Numbers 1632223, 1700075, and 1703172 (Premier Nutrition Corporation Trademarks, Michael Foods of Delaware, Inc. Trademark, and Post Foods, LLC Trademark), and on March 24, 2015 at File No. 05664551 (Premier Nutrition Corporation Patents).

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 Fifth Supplemental Intellectual Property Security Agreement.

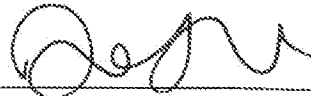
**3. Execution in Counterparts.** This Fifth Supplemental Intellectual Property Security Agreement may be executed in any number of counterparts (including by facsimile or other electronic imaging means), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**4. Governing Law.** This Fifth 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 Fifth 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 Fifth 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 Fifth Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

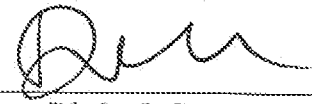
**PREMIER NUTRITION CORPORATION**, a  
Delaware corporation

By:   
Name: Diedre J. Gray  
Title: Secretary

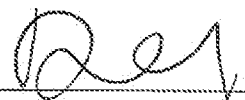
**CRYSTAL FARMS REFRIGERATED  
DISTRIBUTION COMPANY**, a Minnesota  
corporation

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

**DYMATIZE ENTERPRISES, LLC**, a Delaware  
limited liability company

By:   
Name: Diedre J. Gray  
Title: Secretary

**POST FOODS, LLC**, a Delaware limited liability  
company

By:   
Name: Diedre J. Gray  
Title: Secretary

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

**TRADEMARK**  
**REEL: 005515 FRAME: 0901**

BARCLAYS BANK PLC, as Administrative  
Agent

By: 

Name:

Title:

**Ronnie Glenn**  
**Vice President**

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

TRADEMARK  
REEL: 005515 FRAME: 0902



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None.

**PATENTS**

Owner	Country	Title	Filing Date	Issue Date	Application No.	Patent No.
Premier Nutrition Corporation	United States of America	Carbohydrate Gel	1/16/2015	--	14/599197	--

**TRADEMARKS**

Owner	Country	Trademark	Filing Date	Registration Date	Status	Application No.	Registration No.
Crystal Farms Refrigerated Distribution Company	United States of America	CRYSTAL FARMS	2/25/2015	--	Pending	86/545,666	--
Dymatize Enterprises, LLC	United States of America	YOUR AMBITION OUR NUTRITION	3/27/2012	1/6/2015	Registered	85/581310	4667937
Post Foods, LLC	Canada	SHREDDED WHEAT	1/14/2015	--	Pending	1710781	--
Post Foods, LLC	Canada	SPOON SIZE SHREDDED WHEAT	1/14/2015	--	Pending	1710782	--
Post Foods, LLC	Canada	SHREDDED WHEAT AND BRAN (stylized and/or with design)	1/14/2015	--	Pending	1710783	--
Premier Nutrition Corporation	United States of America	GRAB SOME GOOD ENERGY	2/7/2014	1/13/2015	Registered	86/187342	4672974
Premier Nutrition Corporation	United States	PREMIER PROTEIN	8/23/2012	2/24/2015	Registered	85/982923	4693040

SCHEDULE 1

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