

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383375

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	After-Acquired Intellectual Property Security Agreement (Ninth Supplemental Filing)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Premier Nutrition Corporation		05/05/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Administrative Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4895953	FUEL FOR OPTIMUM PERFORMANCE	
CORRESPONDENCE DATA			
Fax Number:	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>			
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		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/S/ Angela M. Amaru		
DATE SIGNED:	05/06/2016		
Total Attachments: 8			
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**AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT
(NINTH SUPPLEMENTAL FILING)**

THIS AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT (NINTH SUPPLEMENTAL FILING), dated as of May 5, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Ninth Supplemental Intellectual Property Security Agreement"), is made by M.G. WALDBAUM COMPANY, a Nebraska corporation, MICHAEL FOODS OF DELAWARE, INC., a Delaware corporation, POST FOODS, LLC, a Delaware limited liability company, and PREMIER NUTRITION CORPORATION, a Delaware corporation (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 Ninth 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 at Volume 9909 Document Number 167;

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 Nutraceutical 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 Nutraceutical 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);

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);

WHEREAS, the After-Acquired Intellectual Property Security Agreement (Fifth Supplemental Filing) dated as of May 5, 2015 was recorded with the United States Patent and Trademark Office against certain Intellectual Property on May 13, 2015 at Reel/Frame 035655/0532 (Premier Nutrition Corporation Patent), at Reel/Frame 5515/0877 (Crystal Farms Refrigerated Distribution Company Trademark), at Reel/Frame 5515/0886 (Dymatize Enterprises Trademark), at Reel/Frame 5515/0895 (Premier Nutrition Corporation Trademarks), and with the Canadian Intellectual Property Office on May 22, 2015 at File Number 1710781/Reference Number 208378/000006 (Post Foods Trademarks);

WHEREAS, the Intellectual Property Security Agreement dated as of May 22, 2015 was recorded with the United States Patent and Trademark Office against certain Intellectual Property on May 27, 2015 at Reel/Frame 035710/0932 (MOM Brands Company Patents), Reel/Frame 5523/0326 (MOM Brands Company Trademarks), with the Canadian Intellectual Property Office on June 10, 2015 at File Number 1687135/Reference Number 208378/000006 (MOM Brands Company Patents/Trademarks); and was filed with the United States Copyright Office against certain Intellectual Property (MOM Brands Company Copyright) on June 3, 2015;

WHEREAS, the After-Acquired Intellectual Property Security Agreement (Sixth Supplemental Filing) dated as of August 7, 2015 was recorded with the United States Patent and Trademark Office against certain Intellectual Property on August 20, 2015 at Reel/Frame 036408/0302 (Michael Foods of Delaware, Inc. Patents), Reel/Frame 036408/0333 (MOM Brands Company Patents), Reel/Frame 5604/0342 (DNA Dreamfields, LLC Trademarks), Reel/Frame 5604/0354 (MOM Brands Company Trademarks), Reel/Frame 5604/0368 (Premier Nutrition Corporation Trademarks), Reel/Frame 5604/0380 (Supreme Protein, LLC Trademarks), and with the Canadian Intellectual Property Office on August 20, 2015 at File Number 1706679 (Post Foods, LLC Trademarks) and File Number 05676370 (MOM Brands Company Patents) and on November 10, 2015 at File Number 1704727 (Dymatize Enterprises, LLC Trademarks); and

WHEREAS, the After-Acquired Intellectual Property Security Agreement (Seventh Supplemental Filing) dated as of November 17, 2015 was recorded with the United States Patent and Trademark Office against certain Intellectual Property on November 19, 2015 at Reel/Frame 037146/0934 (MOM Brands Company, Patent), at Reel/Frame 5672/0778 (Custom Nutraceutical Laboratories, LLC, Trademark) at Reel/Frame 5672/0843 (Dakota Growers Pasta Company, Inc., Trademark), at Reel/Frame 5672/0877 (Post Foods, LLC, Trademarks) and with the Canadian Intellectual Property Office on November 30, 2015 at File Number 1741220 (Attune Foods, LLC, Trademark).

WHEREAS, the After-Acquired Intellectual Property Security Agreement (Eighth Supplemental Filing) dated as of January 29, 2016 was recorded with the United States Patent and Trademark Office against certain Intellectual Property on January 29, 2016 at Reel/Frame 037617/0674 (Michael Foods, Inc., Patent), at Reel/Frame 5719/0613 (Michael Foods of Delaware, Inc., Trademarks) at Reel/Frame 5719/0653 (Post Foods, LLC, Trademark) and with the Canadian Intellectual Property Office on February 17, 2016 at File Number 1021292 (Michael Foods of Delaware, Inc., 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 Ninth Supplemental Intellectual Property Security Agreement.

3. Execution in Counterparts. This Ninth 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 Ninth 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.

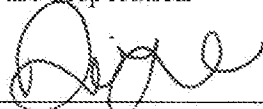
5. Conflict Provision. This Ninth Supplemental Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted 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 Ninth 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 Ninth Supplemental Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

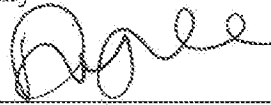
M.G. WALDBAUM COMPANY, a Nebraska corporation

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

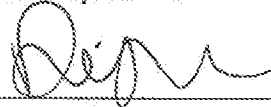
MICHAEL FOODS OF DELAWARE, INC., a Delaware corporation

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

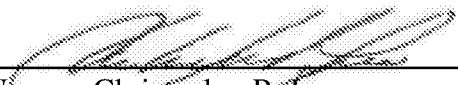
POST FOODS, LLC, a Delaware limited liability company

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

PREMIER NUTRITION CORPORATION, a Delaware corporation

By: 
Name: Diedre J. Gray
Title: Secretary

BARCLAYS BANK PLC, as Administrative
Agent

By: 
Name: Christopher R. Lee
Title: Vice President

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

TRADEMARK
REEL: 005788 FRAME: 0836

COPYRIGHTS

None.

PATENTS

None.

TRADEMARKS

Owner	Country	Trademark	Filing Date	Registration Date	Status	Application No.	Registration No.
M.G. Waldbaum Company	Canada	EMULSA	07/06/1999	05/14/2001	Registered	1021292	TMA545052
Michael Foods of Delaware, Inc.	Canada	SIMPLY POTATOES (stacked)	01/20/2016		Pending	1764213	
Michael Foods of Delaware, Inc.	Canada	SIMPLY POTATOES & Design	01/20/2016		Pending	1764212	
Michael Foods of Delaware, Inc.	Canada	SIMPLY POTATOES & Design	01/20/2016		Pending	1764211	
Post Foods, LLC	Canada	BERRY BONANZA	01/14/2016		Pending	1763334	
Post Foods, LLC	Canada	POST BERRY BONANZA	01/14/2016		Pending	1763335	
Post Foods, LLC	Canada	SEARCH FOR GOODNESS	03/16/2016		Pending	1772670	
Premier Nutrition Corporation	United States of America	FUEL FOR OPTIMUM PERFORMANCE	4/26/2012	2/2/2016	Registered	85/609486	4895953

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