

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421387

| | | | |
|-----------------------------------|--|--|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| National Pasteurized Eggs, LLC | | 03/28/2017 | Limited Liability Company: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | Barclays Bank PLC, as Administrative Agent | | |
| Street Address: | 745 Seventh Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10019 | | |
| Entity Type: | Public Limited Company: UNITED KINGDOM | | |
| PROPERTY NUMBERS Total: 18 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5162887 | P | |
| Registration Number: | 5162886 | P | |
| Registration Number: | 5168064 | DAVIDSON'S | |
| Registration Number: | 5046239 | · SAFEST CHOICE · TECHNOLOGY P | |
| Registration Number: | 4777138 | SAFEST CHOICE | |
| Registration Number: | 4646425 | DAVIDSON'S SAFEST CHOICE P | |
| Registration Number: | 4661913 | PASTEURIZED = PEACE OF MIND | |
| Registration Number: | 4591321 | SAFEEGGS | |
| Registration Number: | 4576557 | MAKE THE SAFEST CHOICE | |
| Registration Number: | 4576555 | MAKE THE SAFEST CHOICE. | |
| Registration Number: | 4175053 | NATURALLY PASTEURIZED... MADE SAFER | |
| Registration Number: | 4175052 | DAVIDSON'S SAFEST CHOICE P ALL NATURAL | |
| Registration Number: | 3970643 | NATURE'S PERFECT FOOD MADE PERFECTLY SAF | |
| Registration Number: | 3966045 | MADE SAFER ... NATURALLY | |
| Registration Number: | 3186176 | DAVIDSON'S SAFEST CHOICE P PASTEURIZED S | |
| Registration Number: | 3200868 | DAVIDSON'S P | |
| Registration Number: | 2970608 | DAVIDSON'S SAFEST CHOICE | |
| Registration Number: | 2446452 | | |

CH \$465.00 5162887

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:** 212-906-1216**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: | 03/28/2017 |

Total Attachments: 9

source=Post - NPE Intellectual Property Security Agreement Executed#page1.tif
source=Post - NPE Intellectual Property Security Agreement Executed#page2.tif
source=Post - NPE Intellectual Property Security Agreement Executed#page3.tif
source=Post - NPE Intellectual Property Security Agreement Executed#page4.tif
source=Post - NPE Intellectual Property Security Agreement Executed#page5.tif
source=Post - NPE Intellectual Property Security Agreement Executed#page6.tif
source=Post - NPE Intellectual Property Security Agreement Executed#page7.tif
source=Post - NPE Intellectual Property Security Agreement Executed#page8.tif
source=Post - NPE Intellectual Property Security Agreement Executed#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 28, 2017 (as amended, restated, supplemented or otherwise modified from time to time, this “Intellectual Property Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) and Barclays Bank PLC, as Administrative Agent (in such capacity and together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Amended Credit Agreement referred to below).

WHEREAS, Post Holdings, Inc., a Missouri corporation (the “Borrower”), has entered into an Amended and Restated Credit Agreement, dated as of March 28, 2017 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “Amended Credit Agreement”), which amends and restates the Borrower’s Credit Agreement dated as of January 29, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date thereof), with the banks and other financial institutions and entities from time to time party thereto, and the Administrative Agent.

WHEREAS, Barclays Bank PLC (as successor administrative agent to Wells Fargo Bank, National Association), as administrative agent, the Borrower and the other grantors from time to time thereto were parties to that certain Guarantee and Collateral Agreement, dated as of January 29, 2014 (the “Original GCA”).

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Amended Credit Agreement that the Grantors shall have executed and delivered that certain Amended and Restated Guarantee and Collateral Agreement, dated as of March 28, 2017, in favor of the Administrative Agent (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), which amends and restates the Original GCA. 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, 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 of the United States or Canada, as applicable.

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 attached hereto, 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 attached hereto, (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 attached hereto, (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 Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable government officer, as applicable, record this Intellectual Property Security Agreement.

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.

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.

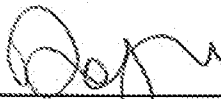
5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Amended Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Guarantee and Collateral Agreement and the Amended 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 Amended Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Amended Credit Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

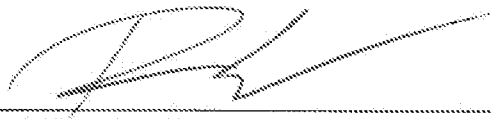
NATIONAL PASTEURIZED EGGS, LLC,
an Illinois limited liability company

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

NATIONAL PASTEURIZED EGGS, INC.,
a Delaware corporation

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

BARCLAYS BANK PLC, as Administrative Agent

By: 

Name: Ritam Bhalla

Title: Director

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006020 FRAME: 0556

COPYRIGHTS



None.

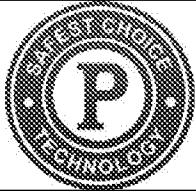



PATENTS





| Owner | Country | Title | Application Number Filing Date | Patent Number Issue Date |
|---|----------------|--|---|-------------------------------------|
| National Pasteurized Eggs, Inc. and/or National Pasteurized Eggs, LLC | United States | METHOD AND CONTROL SYSTEM FOR CONTROLLING PASTEURIZATION OF IN-SHELL EGGS | 09001677 12/31/1997 | 5993886 11/30/1999 |
| National Pasteurized Eggs, Inc. and/or National Pasteurized Eggs, LLC | United States | METHOD AND APPARATUS FOR CHILLING IN-SHELL EGGS | 09001673 12/31/1997 | 6035647 3/14/2000 |
| National Pasteurized Eggs, Inc. and/or National Pasteurized Eggs, LLC | United States | METHOD OF PREPARING WAXED IN-SHELL EGGS | 09001674 12/31/1997 | 6103284 8/15/2000 |
| National Pasteurized Eggs, Inc. and/or National Pasteurized Eggs, LLC | United States | APPARATUS AND METHODS FOR PASTEURIZING IN-SHELL EGGS | 09002244 12/31/1997 | 6113961 9/5/2000 |
| National Pasteurized Eggs, LLC | United States | METHOD AND CONTROL SYSTEM FOR CONTROLLING PASTEURIZATION | 09613510 7/10/2000 | 6410071 6/25/2002 |
| National Pasteurized Eggs, LLC | United States | PASTEURIZED EGGS | 10084444 2/28/2002 | 6692784 2/17/2004 |
| National Pasteurized Eggs, Inc. | United States | WATER BATH SHELL EGG PASTEURIZATION METHOD | 14952126 11/25/2015 | 9549562 1/24/2017 |
| National Pasteurized Eggs, Inc. | United States | WATER BATH SHELL EGG PASTEURIZATION SYSTEM | 14696740 4/27/2015 | 9314039 4/19/2016 |
| National Pasteurized Eggs, Inc. | United States | SHELL EGG PASTEURIZATION METHOD | 12792409 6/2/2010 | 9289002 3/22/2016 |
| National Pasteurized Eggs, Inc. | United States | SHELL EGG PASTEURIZATION PROCESSES | 15170590 6/1/2016 | --- |
| National Pasteurized Eggs, Inc. | United States | SHELL EGG PASTEURIZER WITH AUTOMATED CLEAN-IN-PLACE SYSTEM | 15153956 5/13/2016 | --- |
| National Pasteurized Eggs, Inc. | United States | SHELL EGG PASTEURIZATION USING RADIO FREQUENCY ELECTROMAGNETIC WAVE ENERGY | 15145925 5/4/2016 | --- |

| Owner | Country | Title | Application Number Filing Date | Patent Number Issue Date |
|---------------------------------|---------------|--|-----------------------------------|-----------------------------|
| National Pasteurized Eggs, Inc. | United States | PASTEURIZED SHELL EGGS WITH IMPROVED ALBUMEN QUALITY | 15140561 4/28/2016 | --- |
| National Pasteurized Eggs, Inc. | United States | AUTOMATED WAX SPRAYER SYSTEM FOR CLEAN, WASHED OR PASTEURIZED SHELL EGGS | 15141906 4/29/2016 | --- |
| National Pasteurized Eggs, Inc. | United States | EDIBLE EMULSION COATING FOR EXTENDED SHELF LIFE | 15014353 2/3/2016 | --- |
| National Pasteurized Eggs, Inc. | Canada | SHELL EGG PASTEURIZATION SYSTEM AND METHOD | 2801308 2/11/2011 | 2801308 7/19/2016 |
| National Pasteurized Eggs, Inc. | Canada | PROCESS AND APPARATUS FOR PASTEURIZING IN-SHELL EGGS | 2708346 12/23/1998 | 2708346 2/10/2015 |
| National Pasteurized Eggs, Inc. | Canada | APPARATUS AND METHODS FOR PASTEURIZING IN-SHELL EGGS | 2316954 12/23/1998 | 2316954 9/28/2010 |

TRADEMARKS

| Owner | Country | Mark | Application Number Filing Date | Registration Number Registration Date |
|--------------------------------|---------------|--|-----------------------------------|--|
| National Pasteurized Eggs, LLC | United States | P  | 87041577 5/18/2016 | 5162887 3/14/2017 |
| National Pasteurized Eggs, LLC | United States | P  | 87041545 5/18/2016 | 5162886 3/14/2017 |
| National Pasteurized Eggs, LLC | United States | DAVIDSON'S | 86925786 3/2/2016 | 5168064 3/21/2017 |
| National Pasteurized Eggs, LLC | United States | SAFEST CHOICE TECHNOLOGY P | 86484944 12/18/2014 | 5046239 9/20/2016 |

| Owner | Country | Mark | Application Number Filing Date | Registration Number Registration Date |
|--------------------------------|---------------|---|-----------------------------------|--|
| | |  | | |
| National Pasteurized Eggs, LLC | United States | SAFEST CHOICE | 86467926 12/1/2014 | 4777138 7/21/2015 |
| National Pasteurized Eggs, LLC | United States | DAVIDSON'S SAFEST CHOICE P  | 86087059 10/9/2013 | 4646425 11/25/2014 |
| National Pasteurized Eggs, LLC | United States | PASTEURIZED = PEACE OF MIND | 86087035 10/9/2013 | 4661913 12/30/2014 |
| National Pasteurized Eggs, LLC | United States | SAFEEGGS | 85967706 6/24/2013 | 4591321 8/26/2014 |
| National Pasteurized Eggs, LLC | United States | MAKE THE SAFEST CHOICE  | 85756854 10/17/2012 | 4576557 7/29/2014 |
| National Pasteurized Eggs, LLC | United States | MAKE THE SAFEST CHOICE. | 85756834 10/17/2012 | 4576555 7/29/2014 |
| National Pasteurized Eggs, LLC | United States | NATURALLY PASTEURIZED... MADE SAFER | 85474727 11/16/2011 | 4175053 7/17/2012 |
| National Pasteurized Eggs, LLC | United States | DAVIDSON'S SAFEST CHOICE P ALL NATURAL  | 85474718 11/16/2011 | 4175052 7/17/2012 |
| National Pasteurized Eggs, LLC | United States | NATURE'S PERFECT FOOD MADE PERFECTLY SAFE | 85152528 10/14/2010 | 3970643 5/31/2011 |
| National Pasteurized Eggs, LLC | United States | MADE SAFER ... NATURALLY | 85138729 9/27/2010 | 3966045 5/24/2011 |
| National Pasteurized Eggs, LLC | United States | DAVIDSON'S SAFEST CHOICE P PASTEURIZED SHELL EGGS WWW.SAFEEGGS.COM | 78695469 8/18/2005 | 3186176 12/19/2006 |

| Owner | Country | Mark | Application Number Filing Date | Registration Number Registration Date |
|--------------------------------|---------------|--|-----------------------------------|--|
| | |  | | |
| National Pasteurized Eggs, LLC | United States | DAVIDSON'S P  | 78695409 8/18/2005 | 3200868 1/23/2007 |
| National Pasteurized Eggs, LLC | United States | DAVIDSON'S SAFEST CHOICE | 78433295 6/10/2004 | 2970608 7/19/2005 |
| National Pasteurized Eggs, LLC | United States | Design Only  | 76032947 4/24/2000 | 2446452 4/24/2001 |
| National Pasteurized Eggs, LLC | Canada | P SAFEST CHOICE TECHNOLOGY  | 1711783 1/21/2015 | --- |
| National Pasteurized Eggs, LLC | Canada | SAFEST CHOICE | 1730609 6/1/2015 | --- |