

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461264

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pineland Farms Potato Company, Inc.		01/30/2018	Corporation: MAINE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Administrative Agent		
Street Address:	745 Seventh Avenue		
Internal Address:	27th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3355311	NATURALLY POTATOES	
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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
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:	02/07/2018		
Total Attachments: 13			
source=Post - Joinder Jan 2018 - Joinder to Intellectual Property Security Agr#page1.tif			
source=Post - Joinder Jan 2018 - Joinder to Intellectual Property Security Agr#page2.tif			
source=Post - Joinder Jan 2018 - Joinder to Intellectual Property Security Agr#page3.tif			

CH \$40.00 3355311

source=Post - Joinder Jan 2018 - Joinder to Intellectual Property Security Agr#page4.tif
source=Post - Joinder Jan 2018 - Joinder to Intellectual Property Security Agr#page5.tif
source=Post - Joinder Jan 2018 - Joinder to Intellectual Property Security Agr#page6.tif
source=Post - Joinder Jan 2018 - Joinder to Intellectual Property Security Agr#page7.tif
source=Post - Joinder Jan 2018 - Joinder to Intellectual Property Security Agr#page8.tif
source=Post - Joinder Jan 2018 - Joinder to Intellectual Property Security Agr#page9.tif
source=Post - Joinder Jan 2018 - Joinder to Intellectual Property Security Agr#page10.tif
source=Post - Joinder Jan 2018 - Joinder to Intellectual Property Security Agr#page11.tif
source=Post - Joinder Jan 2018 - Joinder to Intellectual Property Security Agr#page12.tif
source=Post - Joinder Jan 2018 - Joinder to Intellectual Property Security Agr#page13.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 30, 2018 (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 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 “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, the Grantors 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”). 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.

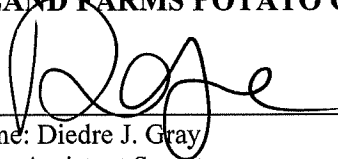
3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by facsimile or other electronic imaging means), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and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

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.

WEETABIX COMPANY, LLC
BOB EVANS FARMS, INC.
BOB EVANS FARMS, LLC
PINELAND FARMS POTATO COMPANY,
INC.

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

BARCLAYS BANK PLC, as Administrative Agent

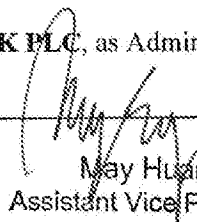
By: _____
Name:
Title:

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.

**WEETABIX COMPANY, LLC
BOB EVANS FARMS, INC.
BOB EVANS FARMS, LLC
PINELAND FARMS POTATO COMPANY,
INC.**

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

BARCLAYS BANK PLC, as Administrative Agent

By: _____ 
Name: May Huang
Title: Assistant Vice President

COPYRIGHTS

Copyrights owned by Bob Evans Farms, Inc.

Title	Registration Date	Status	Registration No.
Bob Evans.	March 15, 1984	Registered	TX0001376271
Bob Evans.	June 23, 1983	Registered	TX0001140623
Bob Evans.	October 01, 1982	Registered	TX0001057271
Bob Evans.	June 25, 1981	Registered	TX0000716728
Bob Evans.	May 12, 1981	Registered	TX0000686428
Bob Evans Farms, Inc. : fine family restaurants and farm fresh sausage / Daniel E. Evans.	November 14, 1989	Registered	TX0002692621

Copyrights owned by Weetabix Company, LLC (formerly known as The Weetabix Company, Inc.)

Title	Registration Date	Status	Registration No.
Grain-Gineering.	December 11, 1990	Registered	VA0000423589




PATENTSNone.



TRADEMARKS

Trademarks Owned by Bob Evans Farms, Inc.

Country	Mark	Filing Date	Registration Date	Status	Application No.	Registration No.
Canada	BOB EVANS	September 30, 2003	June 20, 2005	Registered	1192159	TMA642510
Canada	BOB EVANS	April 7, 2009	August 5, 2011	Registered	1433800	TMA803811
Canada	BOB EVANS BREAKFAST BREADS	February 14, 2007	April 8, 2008	Registered	1335327	TMA711190
Canada	BRUNCH BOWLS	February 14, 2007	April 8, 2008	Registered	1335326	TMA711188

Trademarks Owned by Bob Evans Farms, LLC

Country	Mark	Filing Date	Registration Date	Status	Application No.	Registration No.
U.S.	BREAKFAST SAVORS	March 23, 1998	July 27, 1999 Renewed: July 27, 2009	Registered	75/455,310	2264558
U.S.	BRUNCH BOWLS	January 31, 2002	July 1, 2003 Renewed July 1, 2013	Registered	76/365,389	2733559
U.S.	OWENS	May 12, 2009	December 15, 2009	Registered	77/735,147	3725082
U.S.	OWENS and Design 	July 11, 2011	September 23, 2014	Registered	85/368,227	4610087
U.S.	Design Only 	September 9, 1997	August 25, 1998 Renewed: August 25, 2008	Registered	75/354,223	2184111
U.S.	BREAKFAST BAKE	March 18, 1994	January 30, 1996 Renewed: January 30, 2016	Registered	74/501,527	1952285
U.S.	COUNTRY CREEK FARM (Stylized) 	September 27, 1999	April 3, 2001 Renewed: April 3, 2011	Registered	75/812,917	2440322
U.S.	COUNTRY CREEK FARM	July 29, 2005	November 21, 2006 Renewed November 21, 2016	Registered	78/681,824	3173557



Country	Mark	Filing Date	Registration Date	Status	Application No.	Registration No.
U.S.	HOTZ (Stylized) 	May 21, 1990	August 27, 1991 Renewed August 27, 2011	Registered	74/061,421	1654984
U.S.	OWENS and Design 	May 27, 1987	May 2, 1989 Renewed May 2, 2009	Registered	73/663,218	1537502
U.S.	OWENS	August 31, 2005	September 26, 2006 Renewed September 26, 2016	Registered	78/703,918	3148241
U.S.	SNACKWICHES	June 6, 1994	September 24, 1996 Renewed September 24, 2016	Registered	74/533,595	2003452





Trademarks Owned by Pineland Farms Potato Company, Inc.


Country	Mark	Filing Date	Registration Date	Status	Application No.	Registration No.
U.S.	NATURALLY POTATOES	March 15, 2007	December 18, 2007	Registered	77/132,231	3355311

Trademarks Owned by Weetabix Company, LLC (formerly known as The Weetabix Company, Inc.)

Country	Mark	Filing Date	Registration Date	Status	Application No.	Registration No.
U.S.	APPLE CINNAMON CIRCLES	December 19, 1995	November 18, 1997 Renewed November 18, 2007	Registered	75/034,684	2114623
U.S.	COCOA DOTS	May 9, 1990	August 6, 1991 Renewed August 6, 2011	Registered	74/057,320	1653338
U.S.	COCOA SPECKLES	June 9, 1999	October 2, 2001 Renewed October 2, 2011	Registered	75/724,623	2494844
U.S.	FRUIT CIRCLES	October 29, 1984	November 11, 1986 Renewed November 11, 2016	Registered	73/505,908	1416840
U.S.	FRUITY SPECKLES	June 9, 1999	October 2, 2001 Renewed October 2, 2011	Registered	75/724,423	2494840
U.S.	PEANUT BUTTER DOTS	December 14, 1998	November 13, 2001 Renewed November 13, 2011	Registered	75/605,334	2507516

Country	Mark	Filing Date	Registration Date	Status	Application No.	Registration No.
U.S.	RITE LITE ROUNDS	September 16, 1998	June 5, 2001 Renewed June 5, 2011	Registered	75/553,786	2456628
U.S.	BARBARA'S SINCE 1971 and Design 	June 25, 2014	December 23, 2014	Registered	86/320,333	4659698
U.S.	MORNING OAT CRUNCH	February 19, 2013	March 3, 2015	Registered	85/853,610	4696467
U.S.	MULTIGRAIN SPOONFULS	March 25, 2013	March 3, 2015	Registered	85/885,047	4696503
U.S.	MULTIGRAIN SQUAREFULS	March 25, 2013	March 10, 2015	Registered	85/885,070	4700359
U.S.	SNACKIMALS	July 11, 2013	February 18, 2014	Registered	86/007,626	4484922
U.S.	SNACKIMALS	March 18, 2011	October 18, 2011	Registered	85/270,344	4041760
U.S.	Design Only 	November 8, 2009	February 15, 2011	Registered	77/867,750	3920861
U.S.	BARBARA'S WILD REWARDS	May 16, 2016	August 29, 2017	Registered	87/038,105	5277519
U.S.	BARBARA'S	June 11, 2004	June 11, 2004 Renewed September 27, 2015	Registered	78/433,776	3001395
U.S.	BARBARA'S BETTER GRANOLA	May 9, 2014	July 28, 2015	Registered	86/277,253	4783101
U.S.	PUFFINS	January 13, 1997	December 9, 1997 Renewed December 9, 2017	Registered	75/224,649	2119937

Country	Mark	Filing Date	Registration Date	Status	Application No.	Registration No.
Canada	SHREDDED SPOONFULS	November 14, 1997	July 28, 1999	Registered	861630	TMA513459
Canada	BARBARA'S	November 9, 2009	August 27, 2010	Registered	1458402	TMA775695
Canada	BARBARA'S BAKERY	November 14, 1997	May, 27, 1999	Registered	861621	TMA512335
Canada	BARBARA'S BAKERY & Design 	July 2, 2002	Dec. 20, 2005	Registered	1145495	TMA655437
Canada	BARBARA'S BAKERY GREAT TASTE WITHOUT COMPROMISE & Design 	May 24, 2002	June 7, 2004	Registered	1141723	TMA612282
Canada	BARBARA'S Logo 	November 9, 2009	Nov. 12, 2010	Registered	1458403	TMA782298
Canada	BARBARA'S Logo 	June 26, 2014	July 16, 2015	Registered	1682883	TMA908764

Country	Mark	Filing Date	Registration Date	Status	Application No.	Registration No.
Canada	HEART Logo 	October 19, 2010	October 25, 2011	Registered	1500239	TMA810167
Canada	NATURE'S CHOICE & Design 	November 14, 1997	October 25, 2000	Registered	861625	TMA535743
Canada	PUFFIN Design 	November 9, 2009	January 11, 2011	Registered	1458397	TMA786901
Canada	PUFFINS	February 16, 2006	April 17, 2008	Registered	1290311	TMA712156
Canada	SNACKIMALS	November 14, 1997	January 4, 2000	Registered	861627	TMA520984
Canada	PUFFINS	November 18, 2016	N/A	Application Filed	1810125	N/A
Canada	SPOONFULS	November 18, 2016	N/A	Application Filed	1810127	N/A
Canada	SNACKIMALS	November 18, 2016	N/A	Application Filed	1810126	N/A