

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM472533

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	After-Acquired Intellectual Property Security Agreement (Seventeenth Supplemental Filing)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Michael Foods of Delaware, Inc.		05/01/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barclays Bank PLC, as Administrative Agent		
<b>Street Address:</b>	745 Seventh Avenue		
<b>Internal Address:</b>	27th Floor		
<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: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5408868	SIMPLY SKINNY MACARONI AND CHEESE	
<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>	212-906-1216		
<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 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>	05/03/2018		
<b>Total Attachments: 10</b>			
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**AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(SEVENTEENTH SUPPLEMENTAL FILING)**

This AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT (SEVENTEENTH SUPPLEMENTAL FILING), dated as of May 1, 2018 (as amended, restated, supplemented or otherwise modified from time to time, this “Seventeenth Supplemental 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 Seventeenth Supplemental 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.

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 recorded 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 recorded with the United States Copyright Office against certain Intellectual Property (Golden Boy Portales, LLC Copyrights) on April 28, 2014 at Volume 9913 Document Number 648.

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 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 (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 at 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), and 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), and at Reel/Frame 5523/0326 (MOM Brands Company Trademarks), and 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 recorded with the United States Copyright Office against certain Intellectual Property (MOM Brands Company Copyright) on July 4, 2015 at Volume 9924 Document Number 351.

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), and 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).

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), and 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), and 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).

WHEREAS, the After-Acquired Intellectual Property Security Agreement (Ninth Supplemental Filing) dated as of May 5, 2016 was recorded with the United States Patent and Trademark Office against certain Intellectual Property on May 6, 2016 at Reel/Frame 5788/0828 (Premier Nutrition Corporation. Trademark) and with the Canadian Intellectual Property Office on May 26, 2016 at File Number 1764211 (Michael Foods of Delaware, Inc. Trademark), on May 27, 2016 at File Number 1021292 (M.G. Waldbaum Company Trademark), and on May 26, 2016 at File Number 1763334 (Post Foods, LLC Trademarks).

WHEREAS, the After-Acquired Intellectual Property Security Agreement (Tenth Supplemental Filing) dated as of July 29, 2016 was recorded with the United States Patent and Trademark Office against certain Intellectual Property on August 10, 2016 at Reel/Frame 039640/0710 (M.G. Waldbaum Company Patents), Reel/Frame 039640/0794 (Post Consumer Brands, LLC Patents), Reel/Frame 5851/0159 (Attune Foods, LLC Trademark), Reel/Frame 5851/0932 (Michael Foods of Delaware, Inc. Trademark), Reel/Frame 5851/0727 (MOM Brands Company, LLC Trademarks), and Reel/Frame 5852/0068 (Premier Nutrition Corporation Trademark).

WHEREAS, the After-Acquired Intellectual Property Security Agreement (Eleventh Supplemental Filing) dated as of November 16, 2016 was recorded with the United States Patent and Trademark Office against certain Intellectual Property on November 18, 2016 at Reel/Frame 040646/0957 (Post Consumer Brands, LLC Patents), Reel/Frame 5924/0672 (MOM Brands Company, LLC Trademarks), and Reel/Frame 5924/0162 (Premier Nutrition Corporation Trademarks) and with the Canadian Intellectual Property Office on November 25, 2016 at File No. 1794770 (Premier Nutrition Corporation Trademarks) and on December 2, 2016 at Reference Number DCAD1814 (Post Consumer Brands, LLC Patent).

WHEREAS, the After-Acquired Intellectual Property Security Agreement (Twelfth Supplemental Filing) dated as of February 7, 2017 was recorded with the United States Patent and Trademark Office against certain Intellectual Property on February 17, 2017 at Reel/Frame 6005/0730 (Post Foods, LLC, Trademarks), at Reel/Frame 5992/0199 (Premier Nutrition Corporation, Trademarks), at Reel/Frame 5992/0173 (Michael Foods of Delaware, Inc., Trademarks), and at Reel/Frame 5992/0102 (Dakota Growers Pasta Company, Inc., Trademarks), at Reel/Frame 5992/0186 (MOM Brands Company, LLC, Trademarks) and with the Canadian Intellectual Property Office on March 7, 2017 at File No. 1809025 (MOM Brands Company, LLC, Trademark) and on February 28, 2017 at File No. 05717740 (Post Consumer Brands, LLC, Patent) and was recorded with the United States Copyright Office against certain Intellectual Property on February 24, 2017 at Volume 9943 Document Number 209 (MOM Brands Company LLC, Copyright).

WHEREAS, the After-Acquired Intellectual Property Security Agreement (Thirteenth Supplemental Filing) dated as of March 28, 2017 was recorded with the United States Patent and Trademark Office against certain Intellectual Property on March 28, 2017 at Reel/Frame 042107/0333 (MOM Brands Company, LLC Patent), at Reel/Frame 6020/0622 (Post Foods, LLC Trademark), at Reel/Frame 6020/0635 (MOM Brands Company Trademark), at Reel/Frame 6020/0648 (Dymatize Enterprises, LLC Trademarks), at Reel/Frame 6020/0666 (Custom Nutraceutical Laboratories LLC, Trademark) and with the Canadian Intellectual Property Office on April 6, 2017 at File No. 85438-56 (MOM Brands Company, LLC Patent), and on April 21, 2017 at File No. 1820816 (Premier Nutrition Corporation Trademark), at File No. 1819749 (MOM Brands Company, LLC Trademarks).

WHEREAS, the Intellectual Property Security Agreement dated as of March 28, 2017 was recorded with the United States Patent and Trademark Office against certain Intellectual Property on March 28, 2017 at Reel/Frame 041765/0291 (National Pasteurized Eggs, LLC and/or National Pasteurized Eggs, Inc. Patents), at Reel/Frame 041765/0364 (National Pasteurized Eggs, LLC Patents), at Reel/Frame 041765/0437 (National Pasteurized Eggs, Inc. Patents), at Reel/Frame 6020/0550 (National Pasteurized Eggs, LLC Trademarks), and with the Canadian Intellectual Property Office on April 12, 2017 at File No. PAT 8465GDK-1 (National Pasteurized Eggs, Inc. Patents) and at File No. 1711783 (National Pasteurized Eggs, LLC Trademarks).

WHEREAS, the After-Acquired Intellectual Property Security Agreement (Fourteenth Supplemental Filing) dated as of July 28, 2017 was recorded with the United States Patent and Trademark Office against certain Intellectual Property on August 1, 2017 at Reel/Frame 043400/0015 (Michael Foods, Inc. Patents), at Reel/Frame 6119/0974 (MOM Brands Company, LLC Trademarks), and at Reel/Frame 6119/0985 (Post Foods, LLC Trademarks).

WHEREAS, the After-Acquired Intellectual Property Security Agreement (Fifteenth Supplemental Filing) dated as of November 6, 2017 was recorded with the United States Patent and Trademark Office against certain Intellectual Property on November 9, 2017, at Reel/Frame 044702/0521 (Michael Foods, Inc. Patent), at Reel/Frame 044722/0612 (Post Consumer Brands, LLC Patent), at Reel/Frame 6200/0756 (Michael Foods of Delaware, Inc. Trademarks), at Reel/Frame 6200/0774 (Premier Nutrition Corporation Trademark), at Reel/Frame 6200/0802 (MOM Brands Company, LLC Trademark), at Reel/Frame 6200/0813 (Dymatize Enterprises, LLC Trademark) and with the Canadian Intellectual Property Office on January 19, 2018 at File No. 1859222 (Premier Nutrition Corporation Trademark).

WHEREAS, the Intellectual Property Security Agreement dated as of January 30, 2018 was recorded with the United States Patent and Trademark Office against certain Intellectual Property on February 7, 2018 at Reel/Frame 6269/0479 (Bob Evans Farms, LLC Trademarks), at Reel/Frame 6267/0878 (Pineland Farms Potato Company, Inc. Trademark), at Reel/Frame 6268/0754 (Weetabix Company, LLC Trademarks), and with the Canadian Intellectual Property Office on February 27, 2018 at File No. 1192159 (Bob Evans Farms, LLC and Weetabix Company, LLC Trademark) and was submitted for filing with the United States Copyright Office against certain Intellectual Property on February 14, 2018.

WHEREAS, the After-Acquired Intellectual Property Security Agreement (Sixteenth Supplemental Filing) dated as of January 31, 2018 was recorded with the United States Patent and Trademark Office against certain Intellectual Property on February 7, 2018, 2018, at Reel/Frame 045278/0653 (Michael Foods, Inc. Patent), at Reel/Frame 045278/0641 (Post Consumer Brands, LLC Patents), at Reel/Frame 045278/0684 (Premier Nutrition Corporation Patent), at Reel/Frame 6268/0295 (Dymatize Enterprises, LLC Trademark), at Reel/Frame 6268/0778 (Crystal Farms Refrigerated Distribution Company Trademarks).

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 Seventeenth Supplemental Intellectual Property Security Agreement.

3. Execution in Counterparts. This Seventeenth 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 Seventeenth 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.

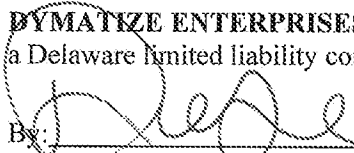
5. Conflict Provision. This Seventeenth Supplemental Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Amended Credit Agreement. The rights and remedies of each party hereto with respect to the security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



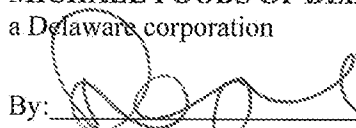
Guarantee and Collateral Agreement and the Amended Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Seventeenth Supplemental Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement 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 Seventeenth Supplemental Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

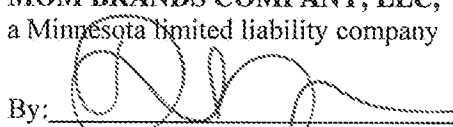
**BYMATIZE ENTERPRISES, LLC,**  
a Delaware limited liability company

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

**MICHAEL FOODS OF DELAWARE, INC.,**  
a Delaware corporation

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

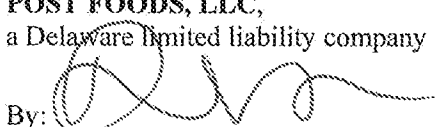
**MOM BRANDS COMPANY, LLC,**  
a Minnesota limited liability company

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

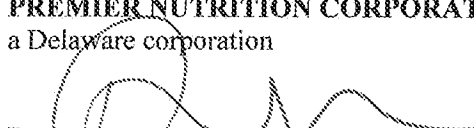
**POST CONSUMER BRANDS, LLC,**  
a Delaware limited liability company

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: Assistant Secretary

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

**TRADEMARK**  
**REEL: 006382 FRAME: 0447**

BARCLAYS BANK PLC, as Administrative Agent

By: 

Name: May Huang

Title: Assistant Vice President

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

**TRADEMARK**  
**REEL: 006382 FRAME: 0448**

## PATENTS

Owner	Country	Title	Application Number Filing Date	Patent Number Issue Date
Post Consumer Brands, LLC	United States	Method of using shelf divider system	15/882,474 01/29/2018	N/A
Post Consumer Brands, LLC	United States	Shelf divider system and method of using the same	15/882,441 01/29/2018	N/A
Post Consumer Brands, LLC	United States	Shelf partition for displaying bagged food items	29/635,169 01/29/2018	N/A

## TRADEMARKS

Owner	Country	Mark	Application Number Filing Date	Registration Number Registration Date
Dymatize Enterprises, LLC	Canada	ALL9 AMINO	1886882 03/08/2018	N/A
Michael Foods of Delaware, Inc.	United States	SIMPLY SKINNY MACARONI & CHEESE	87/357,719 3/3/17	5,408,868 2/20/18
MOM Brands Company, LLC	United States	OAT BUNDLES	87/177,062 9/20/2016	5376315 1/9/2018
Post Consumer Brands, LLC	United States	THE THINGS WE BRING. (stylized and/or with design)	87/244,011 11/21/2016	5402794 2/13/2018
Post Foods, LLC	United States	A STORY IN EVERY BOWL	87/743,765 01/04/2018	N/A
Post Foods, LLC	United States	TRAIL MIX CRUNCH	87/338,353 02/16/2017	5434528 3/27/2018
Premier Nutrition Corporation	Canada	PREMIER NUTRITION (stylized and/or with design)	1875951 01/04/2018	N/A

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