

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492453

| | | | |
|---|--|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Release of Security Interests in Trademarks recorded at R/F: 5851/0159 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Barclays Bank PLC, as Administrative Agent | | 10/01/2018 | Public Limited Company: UNITED KINGDOM |
| RECEIVING PARTY DATA | | | |
| Name: | Attune Foods, LLC | | |
| Street Address: | 1335 Strassner Drive | | |
| City: | Brentwood | | |
| State/Country: | MISSOURI | | |
| Postal Code: | 63144 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4947154 | CLEARLY WHOLESOME | |
| 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 | | |
| NAME OF SUBMITTER: | Angela M. Amaru | | |
| SIGNATURE: | /S/ Angela M. Amaru | | |
| DATE SIGNED: | 10/03/2018 | | |
| Total Attachments: 10 | | | |
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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”), dated as of October 1, 2018, is made by Barclays Bank plc, as administrative agent for the Secured Parties (in such capacity and together with its successors in such capacity, the “Administrative Agent”), in favor of Attune Foods, LLC, a Delaware, limited liability company, Dakota Growers Pasta Company, Inc., a North Dakota corporation, DNA Dreamfields Company, LLC, a Ohio limited liability company, and Nuts Distributor of America, Inc., a Washington corporation (successor by merger to Golden Boy Portales, LLC) (each, a “Released Grantor” and, together, the “Released Grantors”). Capitalized terms used but not otherwise defined herein have the meanings given to such terms (whether directly or by reference to another agreement or document) in the GCA (as defined below).

WHEREAS, the Released Grantors and the Administrative Agent (as successor to Wells Fargo Bank, National Association) are parties to (1) that certain Amended and Restated Guarantee and Collateral Agreement, dated as of March 28, 2017, in favor of the Administrative Agent (as further amended, restated, supplemented, replaced or otherwise modified from time to time, the “GCA”), which amends and restates that certain Guarantee and Collateral Agreement, dated as of January 29, 2014, and (2) each agreement identified on Schedule A attached hereto, but which respect to each Released Grantor only such agreement(s) to which it is a party (each, an “IP Security Agreement” and, together, the “IP Security Agreements”), in each case, pursuant to which the applicable Released Grantor granted to the Administrative Agent (for the benefit of the Secured Parties) a security interest in all of such Released Grantor’s right, title and interest in and to the following (the “Released IP Collateral”):

(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 divisions, extensions or renewals thereof, including, without limitation, each registration and application identified in Schedule A attached hereto, (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 Released 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 A 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 Released 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 A 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 Released Grantor accruing thereunder or pertaining thereto; and

(d) any and all proceeds of the foregoing; and

WHEREAS, each IP Security Agreement was recorded at the United States Patent and Trademark Office, the United States Copyright Office and/or the Canadian Intellectual Property Office on the date(s) and at the location(s) as specified on Schedule A attached hereto;

WHEREAS, each Released Grantor has been designated an Unrestricted Subsidiary pursuant to Section 6.17 of the Credit Agreement, and therefore all Liens granted by the Released Grantors in the Released IP Collateral have automatically been released pursuant to Section 9.10 of the Credit Agreement; and

WHEREAS, pursuant to Section 9.10 of the Credit Agreement, Post Holdings, Inc. has requested that the Administrative Agent execute and deliver this Release in order to evidence the release of the Administrative Agent's security interest in the Released IP Collateral for recordation at the United States Patent and Trademark Office, the United States Copyright Office and the Canadian Intellectual Property Office.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, without any representation, warranty or recourse of any kind or nature, hereby terminates, releases and discharges its security interest in the Released IP Collateral, and hereby re-assigns, re-transfers and re-conveys to the applicable Released Grantor any and all right, title and interest the Administrative Agent may have in or to the Released IP Collateral.

This Release is applicable solely with respect to the Released Grantors and the Released IP Collateral and to no other Intellectual Property Collateral (as defined in each of the IP Security Agreements) (collectively, the "Retained Collateral"). The Administrative Agent's security interest, liens, rights and interests in the Retained Collateral shall not be, and shall not be deemed to be, impaired, interrupted or otherwise modified in any respect by this Release.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Release to be executed by its duly authorized representative as of the date first above written.

BARCLAYS BANK PLC,
as Administrative Agent



By: _____
Name: Ritam Bhalla
Title: Director

{Signature Page to Release of Security Interest in Intellectual Property}

SCHEDULE A

GRANTOR: ATTUNE FOODS, LLC

U.S. TRADEMARKS

Intellectual Property Security Agreement executed January 29, 2014, recorded with the USPTO on January 30, 2014 at Reel 5204, Frame 0651:

| Owner | Trademark | Filing Date | Registration Date | Status | Application No. | Registration No. |
|-------------------|--|--------------------|--------------------------|---------------|------------------------|-------------------------|
| Attune Foods, LLC | EREWHON | 07/03/1972 | 10/02/1973 | Registered | | 969721 |
| Attune Foods, LLC | AZTEC | 08/08/1988 | 04/25/1989 | Registered | | 1536604 |
| Attune Foods, LLC | EREWHON | 03/01/1991 | 07/21/1992 | Registered | | 1701981 |
| Attune Foods, LLC | EREWHON | 03/22/1991 | 06/16/1992 | Registered | | 1694682 |
| Attune Foods, LLC | SWEET HOME FARM | 05/22/1991 | 11/24/1992 | Registered | | 1735778 |
| Attune Foods, LLC | UNCLE SAM | 02/08/1994 | 02/14/1995 | Registered | | 1878790 |
| Attune Foods, LLC | RICE TWICE | 04/07/1995 | 11/19/1996 | Registered | | 2018382 |
| Attune Foods, LLC | COCOMOTION | 04/17/1997 | 01/19/1999 | Registered | | 2219627 |
| Attune Foods, LLC | PEACE CEREAL | 01/23/2002 | 10/29/2002 | Registered | | 2642793 |
| Attune Foods, LLC | EREWHON | 06/19/2006 | 04/17/2007 | Registered | | 3229842 |
| Attune Foods, LLC | OREGON'S FINEST · EST. 1973 WILLAMETTE VALLEY GRANOLA COMPANY | 09/09/2011 | 06/18/2013 | Registered | | 4354659 |

After-Acquired Intellectual Property Security Agreement (Tenth Supplemental Filing)
executed July 29, 2016, recorded with the USPTO on August 10, 2016 at Reel 5851, Frame
0159:

| Owner | Trademark | Filing Date | Registration Date | Status | Application No. | Registration No. |
|-------------------|----------------------|-------------|-------------------|------------|-----------------|------------------|
| Attune Foods, LLC | CLEARLY WHOLESOME | 10/29/2014 | 04/26/2016 | Registered | 86/438,049 | 4947154 |

Intellectual Property Security Agreement executed January 29, 2014, recorded with the USPTO on January 30, 2014 at Reel 5204, Frame 0600:

| Owner | Trademark | Filing Date | Registration Date | Status | Application No. | Registration No. |
|-------------------|-----------|-------------|-------------------|------------|-----------------|------------------|
| Attune Foods, LLC | ATTUNE | 04/02/2008 | 04/23/2013 | Registered | 77/983289 | 4324732 |

After-Acquired Intellectual Property Security Agreement (Third Supplemental Filing)
executed November 26, 2014, recorded with the USPTO on December 2, 2014 at Reel 5410,
Frame 0965:

| Owner | Trademark | Filing Date | Registration Date | Status | Application No. | Registration No. |
|-------------------|-----------------|-------------|-------------------|------------|-----------------|------------------|
| Attune Foods, LLC | ATTUNE FOODS | 05/26/2013 | 08/26/2014 | Registered | 85/970406 | 4594133 |

CANADIAN TRADEMARKS

After-Acquired Intellectual Property Security Agreement (Seventh Supplemental Filing)
executed November 17, 2015, recorded with the CIPO on November 30, 2015 at File No.
1741220:

| Owner | Trademark | Filing Date | Registration Date | Status | Application No. | Registration No. |
|-------------------|--|-------------|-------------------|---------|-----------------|------------------|
| Attune Foods, LLC | ATTUNE FOOD GROUP (stylized and/or with design) | 8/11/2015 | -- | Pending | 1741220 | -- |

Intellectual Property Security Agreement executed January 29, 2014, recorded with the CIPO on February 7, 2014 at File No. 759916:

| Owner | Trademark | Filing Date | Registration Date | Status | Application No. | Registration No. |
|-------|-----------|-------------|-------------------|--------|-----------------|------------------|
|-------|-----------|-------------|-------------------|--------|-----------------|------------------|

| | | | | | | |
|-------------------|--------------|------------|------------|------------|---------|-----------|
| Attune Foods, LLC | AZTEC | 11/28/1989 | 01/11/1991 | Registered | 0645809 | TMA378194 |
| Attune Foods, LLC | BARLEY PLUS | 12/15/1986 | 07/15/1988 | Registered | 0574730 | TMA342655 |
| Attune Foods, LLC | EREWHON | 01/02/1973 | 12/14/1973 | Registered | 0360036 | TMA196171 |
| Attune Foods, LLC | EREWHON | 07/31/2003 | 02/16/2005 | Registered | 1186195 | TMA632884 |
| Attune Foods, LLC | PEACE CEREAL | 12/05/2005 | 03/13/2007 | Registered | 1281982 | TMA683523 |
| Attune Foods, LLC | RICE TWICE | 05/15/1996 | 07/29/1997 | Registered | 0812798 | TMA479120 |
| Attune Foods, LLC | UNCLE SAM | 07/21/1994 | 06/30/1995 | Registered | 0759916 | TMA444812 |

U.S. PATENTS

Intellectual Property Security Agreement executed January 29, 2014, recorded with the USPTO on January 30, 2014 at Reel 032141, Frame 0604:

| Owner | Title | Filing Date | Application Number | Issue Date | Patent Number |
|-------------------|---|--------------------|---------------------------|-------------------|----------------------|
| Attune Foods, LLC | FLAKE CEREAL OR CHIP AND METHOD FOR MAKING SAME | 1/29/2008 | 12021661 | 1/29/2013 | 8361528 |

GRANTOR: DAKOTA GROWERS PASTA COMPANY, INC.

U.S. TRADEMARKS

Intellectual Property Security Agreement executed January 29, 2014, recorded with the USPTO on January 30, 2014 at Reel 5204, Frame 0734:

| Owner | Trademark | Filing Date | Registration Date | Status | Application No. | Registration No. |
|------------------------------------|---------------------------------|--------------------|--------------------------|---------------|------------------------|-------------------------|
| Dakota Growers Pasta Company, Inc. | ZIA BRIOSA | 01/15/1997 | 08/11/1998 | Registered | | 2181434 |
| Dakota Growers Pasta Company, Inc. | DAKOTA GROWERS PASTA CO. DESIGN | 04/27/1999 | 07/24/2001 | Registered | | 2472148 |
| Dakota Growers Pasta Company, Inc. | PASTA SANITA | 04/29/2002 | 04/01/2003 | Registered | | 2702295 |
| Dakota Growers Pasta Company, Inc. | DIABETES FRIENDS FOREVER | 11/07/2011 | 09/10/2013 | Registered | | 4400750 |
| Dakota Growers Pasta Company, Inc. | VEGGIESERVE | 01/05/2012 | 09/10/2013 | Registered | | 4400879 |

After-Acquired Intellectual Property Security Agreement (First Supplemental Filing) executed May 9, 2014, recorded with the USPTO on May 9, 2014 at Reel 5277, Frame 0322:

| Owner | Trademark | Filing Date | Registration Date | Status | Application No. | Registration No. |
|------------------------------------|------------------|--------------------|--------------------------|---------------|------------------------|-------------------------|
| Dakota Growers Pasta Company, Inc. | WHOLE LOT BETTER | 01/09/2013 | 03/18/2014 | Registered | | 4499305 |

**After-Acquired Intellectual Property Security Agreement (Second Supplemental Filing)
 executed August 6, 2014, recorded with the USPTO on August 11, 2014 at Reel 5340, Frame
 0616:**

| Owner | Trademark | Filing Date | Registration Date | Status | Application No. | Registration No. |
|------------------------------------|--|-------------|-------------------|------------|-----------------|------------------|
| Dakota Growers Pasta Company, Inc. | DREAMFIELDS DFF DIABETES FRIENDS FOREVER (Stylized w/ Design) | 11/07/2011 | 05/06/2014 | Registered | | 4526171 |

**After-Acquired Intellectual Property Security Agreement (Seventh Supplemental Filing)
 executed November 17, 2015, recorded with the USPTO on November 19, 2015 at Reel 5672,
 Frame 0843:**

| Owner | Trademark | Filing Date | Registration Date | Status | Application No. | Registration No. |
|------------------------------------|------------------|-------------|-------------------|------------|-----------------|------------------|
| Dakota Growers Pasta Company, Inc. | PASTA GROWERS | 08/18/2015 | 05/10/2016 | Registered | 86/728952 | 4955116 |

**After-Acquired Intellectual Property Security Agreement (Twelfth Supplemental Filing)
 executed February 7, 2017, recorded with the USPTO on February 17, 2017 at Reel 5992,
 Frame 0102:**

| Owner | Trademark | Filing Date | Registration Date | Status | Application No. | Registration No. |
|------------------------------------|------------------|-------------|-------------------|------------|-----------------|------------------|
| Dakota Growers Pasta Company, Inc. | PASTA GROWERS | 08/03/2015 | 11/29/2016 | Registered | 86/713217 | 5092334 |

GRANTOR: DNA DREAMFIELDS COMPANY, LLC

U.S. TRADEMARKS

Intellectual Property Security Agreement executed January 29, 2014, recorded with the USPTO on January 30, 2014 at Reel 5204, Frame 0760:

| Owner | Trademark | Filing Date | Registration Date | Status | Application No. | Registration No. |
|------------------------------|------------------------------------|--------------------|--------------------------|---------------|------------------------|-------------------------|
| DNA Dreamfields Company, LLC | HEALTHY CARB LIVING | 03/26/2004 | 11/18/2008 | Registered | | 3534410 |
| DNA Dreamfields Company, LLC | DREAMFIELDS DF HEALTHY CARB LIVING | 08/15/2006 | 11/20/2007 | Registered | | 3337733 |
| DNA Dreamfields Company, LLC | DREAMFIELDS | 10/25/2002 | 09/06/2005 | Registered | | 2992994 |

After-Acquired Intellectual Property Security Agreement (Sixth Supplemental Filing) executed August 7, 2015, recorded with the USPTO on August 20, 2015 at Reel 5604, Frame 0342:

| Owner | Trademark | Filing Date | Registration Date | Status | Application No. | Registration No. |
|------------------------------|------------------|--------------------|--------------------------|---------------|------------------------|-------------------------|
| DNA Dreamfields Company, LLC | PASTAPALOOZA | 4/23/2015 | 11/24/2015 | Registered | 86/607,359 | 4,859,539 |

CANADIAN TRADEMARKS

Intellectual Property Security Agreement executed January 29, 2014, recorded with the CIPO on February 7, 2014 at File No. 1199891:

| Owner | Trademark | Filing Date | Registration Date | Status | Application No. | Registration No. |
|------------------------------|------------------|--------------------|--------------------------|---------------|------------------------|-------------------------|
| DNA Dreamfields Company, LLC | DREAMFIELDS | 12/17/2003 | 09/24/2008 | Registered | 1199891 | TMA724362 |

GRANTOR: NUTS DISTRIBUTOR OF AMERICA, INC. (successor by merger to Golden Boy Portales, LLC)

TRADEMARKS

Intellectual Property Security Agreement executed April 18, 2014, recorded with the USPTO on August 24, 2014 at Reel 5267, Frame 0841:

| Owner | Trademark | Filing Date | Registration Date | Status | Application No. | Registration No. |
|-----------------------------------|----------------------|--------------------|--------------------------|---------------|------------------------|-------------------------|
| Nuts Distributor of America, Inc. | PEANUT BETTER | 10/25/1996 | 03/05/2002 | Registered | 75/187331 | 2543652 |
| Nuts Distributor of America, Inc. | REAL FOOD, REAL FAST | 04/03/2012 | 11/06/2012 | Registered | 85/587432 | 4237470 |

COPYRIGHTS

Intellectual Property Security Agreement executed April 18, 2014, recorded with the USCO on April 28, 2014 at Volume 9913 Document Number 648:

| Title | Claimant/Owner of Record | Filing Date | Registration Date | Status | Registration No. |
|---------------|-----------------------------------|--------------------|--------------------------|---------------|-------------------------|
| Red character | Nuts Distributor of America, Inc. | | May 25, 2010 | Registered | VA0001721909 |