

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537846

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	After-Acquired Intellectual Property Security Agreement (Twenty-Second Supplemental Filing)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Premier Nutrition Corporation		08/09/2019	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:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86885636	PREMIER PROTEIN	
Serial Number:	87011034	ENERGY FOR EVERY DAY	
Serial Number:	87433584	TEAM POWERBAR	
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:	08/23/2019		
Total Attachments: 10			
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**AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT
(TWENTY-SECOND SUPPLEMENTAL FILING)**

This AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT (TWENTY-SECOND SUPPLEMENTAL FILING), dated as of August 9, 2019 (as amended, restated, supplemented or otherwise modified from time to time, this "Twenty-Second 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 Twenty-Second 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).

WHEREAS, the After-Acquired Intellectual Property Security Agreement (Seventeenth Supplemental Filing) dated as of May 1, 2018 was recorded with the United States Patent and Trademark Office against certain Intellectual Property on May 3, 2018, at Reel/Frame 046069/0280 (Post Consumer Brands, LLC Patents), at Reel/Frame 6382/0438 (Michael Foods of Delaware, Inc. Trademark), at Reel/Frame 6382/0766 (MOM Brands Company, LLC Trademark), at Reel/Frame 6382/0382 (Post Consumer Brands, LLC Trademark), at Reel/Frame 6382/0399 (Post Foods, LLC Trademarks), and with the Canadian Intellectual Property Office on May 25, 2018 at File No. 1886882 (Dymatize Enterprises, LLC and Premier Nutrition Corporation Trademark).

WHEREAS, the After-Acquired Intellectual Property Security Agreement (Eighteenth Supplemental Filing) dated as of August 2, 2018 was recorded with the United States Patent and Trademark Office against certain Intellectual Property on August 3, 2018, at Reel/Frame 046702/0528 (Post Consumer Brands, LLC Patent) and at Reel/Frame 6405/0710 (MOM Brands Company, LLC Trademark).

WHEREAS, the After-Acquired Intellectual Property Security Agreement (Nineteenth Supplemental Filing) dated as of October 23, 2018 was recorded with the United States Patent and Trademark Office against certain Intellectual Property on October 26, 2018, at Reel/Frame 047332/0769 (National Pasteurized Eggs, Inc. Patent) and at Reel/Frame 047332/0789 (Michael Foods, Inc. Patent).

WHEREAS, the After-Acquired Intellectual Property Security Agreement (Twentieth Supplemental Filing) dated as of January 24, 2019 was recorded with the United States Patent and Trademark Office against certain Intellectual Property on January 25, 2019, at Reel/Frame 6538/0444 (Dymatize Enterprises, LLC Trademark), at Reel/Frame 049643/0384 (Post Consumer Brands, LLC Patent) and at Reel/Frame 049670/0273 (Michael Foods, Inc. Patent).

WHEREAS, the After-Acquired Intellectual Property Security Agreement (Twenty-First Supplemental Filing) dated as of April 29, 2019 was recorded with the United States Patent and Trademark

Office against certain Intellectual Property on April 30, 2019, at Reel/Frame 049030/0798 (Post Consumer Brands, LLC Patent), at Reel/Frame 6632/0599 (Dymatize Enterprises, LLC Trademark), at Reel/Frame 6632/0645 (Premier Nutrition Corporation Trademark) at Reel/Frame 6632/0665 (Crystal Farms Dairy Company Trademark) and was filed with the Canadian Intellectual Property Office on July 16, 2019 at File No. 1949025 (Premier Nutrition Corporation 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 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 Twenty-Second Supplemental Intellectual Property Security Agreement.

3. Execution in Counterparts

. This Twenty-Second 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

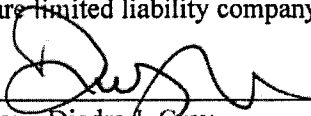
. This Twenty-Second Supplemental Intellectual Property Security Agreement and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate in any way hereto or the negotiation, execution or performance thereof or the transactions contemplated 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 Twenty-Second 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 Twenty-Second 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 Twenty-Second Supplemental Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.


DYMATIZE ENTERPRISES, 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 (TWENTY-SECOND SUPPLEMENTAL FILING)]

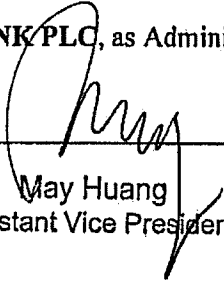
TRADEMARK
REEL: 006727 FRAME: 0547

BARCLAYS BANK PLC, as Administrative Agent

By: _____

Name:

Title:


May Huang
Assistant Vice President

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

TRADEMARK
REEL: 006727 FRAME: 0548

COPYRIGHTS

None.

PATENTS

None.

TRADEMARKS**I. Trademark Applications filed by Dymatize Enterprises, LLC:**

Jurisdiction	Mark	Filing Date	Registration Date	Status	Application No.	Registration No.
United States of America	PERFECTING ATHLETIC NUTRITION	04/01/2019	N/A	Pending	88/366018	N/A

II. Trademark Applications filed by Post Foods, LLC:

Jurisdiction	Mark	Filing Date	Registration Date	Status	Application No.	Registration No.
Canada	HONEY BUNCHES OF OATS & Design (new logo)	06/04/2019	N/A	Pending	1966769	N/A

III. Trademarks Owned by Premier Nutrition Corporation:

Jurisdiction	Mark	Filing Date	Registration Date	Status	Application No.	Registration No.
United States of America	PREMIER PROTEIN	01/25/2016	04/23/2019	Registered	86/885636	5734220
United States of America	ENERGY FOR EVERY DAY	04/22/2016	04/09/2019	Registered	87/011034	5722651
United States of America	TEAM POWERBAR (stylized and/or with design)	05/02/2017	05/28/2019	Registered	87/433584	5764170