

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546032

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Supreme Protein, LLC		10/21/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Administrative Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	The Cayman Islands branch of a Swiss corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3064557	SUPREME PROTEIN	
Registration Number:	4717627	SUPREME PROTEIN	
Registration Number:	3751085	SUPREME PROTEIN	
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:	030786-0952		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	10/21/2019		
Total Attachments: 11			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 21, 2019 (as amended, restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”), is made by each of the signatories hereto (each, a “Grantor” and collectively, the “Grantors”) and Credit Suisse AG, Cayman Islands Branch, 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, BellRing Brands, LLC, a Delaware limited liability company (the “Borrower”), has entered into the Credit Agreement, dated as of October 21, 2019 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “Credit Agreement”), with the banks and other financial institutions and entities from time to time party thereto, and the Administrative Agent.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of October 21, 2019, 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 Trademark 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 Trademark Security Agreement for recording with the United States Patent and Trademark Office and the Canadian Intellectual Property Office.

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 “Trademark 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), together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the foregoing, (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; and

(b) to the extent not otherwise included, any and all Proceeds of the foregoing.

2. Recordation

Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

3. Execution in Counterparts

This Trademark 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

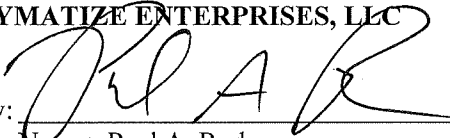
This Trademark Security Agreement and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate in any way hereto or the negotiation, execution or performance thereof or the transactions contemplated hereby, unless otherwise expressly set forth therein, shall be governed by, and construed in accordance with, the law of the state of New York.

5. Conflict Provision

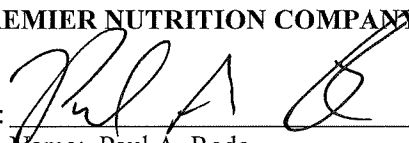
The security interest granted pursuant to this Trademark Security Agreement has been granted in conjunction with the security interest granted to the Administrative Agent for the benefit of the Secured Parties pursuant to the Guarantee and Collateral Agreement. The rights and remedies of the Administrative Agent with respect to the security interest granted herein are more fully set forth in the Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

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

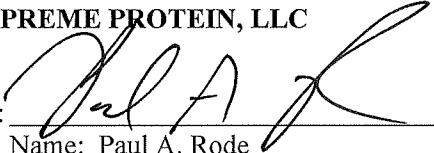
DYMATIZE ENTERPRISES, LLC

By: 
Name: Paul A. Rode
Title: Treasurer

PREMIER NUTRITION COMPANY, LLC

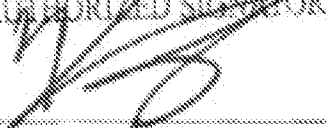
By: 
Name: Paul A. Rode
Title: Chief Financial Officer

SUPREME PROTEIN, LLC

By: 
Name: Paul A. Rode
Title: Treasurer


**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Administrative Agent**

By: 
Name: DOREEN BARR
Title: AUTHORIZED SIGNATORY

By: 
Name: Komal Shah
Title: Authorized Signatory

TRADEMARKS**U.S. TRADEMARKS OWNED BY PREMIER NUTRITION COMPANY, LLC**

Trademark	Filing Date	Registration Date	Application No.	Registration No.
ENERGY FOR EVERY DAY	09/26/2012	04/22/2014	85/739378	4518580
ENERGY FOR EVERY DAY	05/16/2012	05/19/2015	85/627382	4739404
ENERGY FOR EVERY DAY	05/16/2012	09/24/2013	85/979685	4408649
ENERGY FOR EVERY DAY	04/22/2016	04/09/2019	87/011034	5722651
FUEL FOR OPTIMUM PERFORMANCE	04/26/2012	02/02/2016	85/609486	4895953
GRAB SOME GOOD ENERGY	02/07/2014	01/13/2015	86/187342	4672974
HARVEST ENERGY	03/20/2012	07/02/2013	85/574606	4362180
JOINT JUICE	06/14/1999	09/24/2002	75/727560	2625534
JOINT JUICE	09/07/2000	06/17/2003	76/125094	2727656
JOINT JUICE (stylized and/or with design)	04/23/2013	02/11/2014	85/912729	4480222
KEEP YOUR JOINTS HAPPY AND HEALTHY	07/15/2010	09/20/2011	85/975492	4029974
POWER GEL	01/11/1996	12/30/1997	75/041950	2126109
POWERBAR	01/25/2016	12/20/2016	86/885646	5106473
POWERBAR	09/15/1986	07/14/1987	73/619625	1447798
POWERBAR	04/06/2006	09/11/2007	78/855794	3290723
POWERBAR	08/05/2004	12/12/2006	78/462771	3184504
POWERBAR (stylized and/or with design)	08/16/2016	03/14/2017	87/140206	5161121
POWERBAR HARVEST	09/04/1997	06/08/1999	75/351630	2251934
POWERBAR PERFORM	04/26/2012	08/06/2013	85/609518	4380977
POWERBAR PROTEINPLUS	12/21/1998	06/20/2006	75/609712	3107138

Trademark	Filing Date	Registration Date	Application No.	Registration No.
POWERBAR w/"Underlining"(col) (stylized and/or with design)	10/09/2006	01/19/2010	77/017015	3740316
PREMIER NUTRITION	10/18/1999	08/28/2001	75/824400	2481535
PREMIER NUTRITION	08/05/2016	03/28/2017	87/128978	5170259
PREMIER NUTRITION (stylized and/or with design)	08/05/2016	03/28/2017	87/128966	5170258
PREMIER PROTEIN	02/15/2000	04/17/2001	75/919381	2444257
PREMIER PROTEIN	10/05/2010	07/19/2011	85/145755	3996603
PREMIER PROTEIN	08/23/2012	02/24/2015	85/982923	4693040
PREMIER PROTEIN	08/23/2012	05/05/2015	85/711670	4731904
PREMIER PROTEIN	01/25/2016	04/23/2019	86/885636	5734220
PREMIER PROTEIN (stylized and/or with design)	05/29/2014	06/28/2016	86/979049	4990486
PREMIER PROTEIN (stylized and/or with design)	08/29/2012	12/23/2014	85/982922	4660487
PREMIER PROTEIN (stylized and/or with design)	08/29/2012	10/15/2013	85/715925	4417080
PREMIER PROTEIN CLEAR	01/25/2016	09/05/2017	86/885631	5282006
PRIA	03/26/2001	12/16/2003	76/229262	2795403
 ROCKET SHOT	08/26/2002	07/01/2003	76/443881	2731877
ROCKET SHOT	08/26/2002	07/01/2003	76/443882	2731878
TEAM ELITE	05/21/2003	11/23/2004	78/252834	2904817
TEAM PB (stylized and/or with design)	05/02/2017	01/01/2019	87/433573	5644342

Trademark	Filing Date	Registration Date	Application No.	Registration No.
TEAM POWERBAR (stylized and/or with design)	05/02/2017	05/28/2019	87/433584	5764170
YOU'RE STRONGER THAN YOU THINK	10/18/2011	10/15/2013	85/449175	4419080

CANADIAN TRADEMARKS OWNED BY PREMIER NUTRITION COMPANY, LLC

Trademark	Filing Date	Registration Date	Application No.	Registration No.
BELLRING	03/01/2019	--	1949025	--
BELLRING BRANDS	03/01/2019	--	1949026	--
COMPLETE ENERGY	09/20/2012	09/20/2016	1595163	TMA949782
EASY SHOT	05/05/2011	09/12/2013	1526544	TMA859992
ENERGY FOR EVERY DAY	04/30/2014	08/25/2016	1675103	TMA947435
HARVEST ENERGY	09/19/2012	10/01/2015	1594982	TMA915673
JOINT JUICE	03/07/2001	01/25/2005	1095205	TMA631064
PERFORMANCE BLENDS	06/21/2013	07/05/2016	1632223	TMA942302
POWER TO PUSH	08/06/2008	05/07/2012	1406438	TMA823515
POWERBAR	07/16/2001	09/13/2004	1109535	TMA619282
POWERBAR	05/15/1990	04/19/1991	657632	TMA383341
POWERBAR CARBSELECT	01/22/2004	03/23/2005	1203838	TMA635971
POWERBAR CLEAN WHEY	09/14/2016	6/17/2019	1800191	TMA102605 9
POWERBAR HARVEST	08/25/1997	04/29/1999	854406	TMA511337
POWERBAR PERFORM	10/25/2012	08/01/2016	1599779	TMA944649
POWERBAR PLANT PROTEIN	09/25/2017	--	1859222	--
POWERBAR PROTEIN PLUS	05/25/2004	10/31/2005	1217806	TMA651941

Trademark	Filing Date	Registration Date	Application No.	Registration No.
POWERBAR PROTEINPLUS	04/25/2000	09/19/2002	1056365	TMA567675
POWERBAR SPORT	05/16/2005	12/01/2006	1257811	TMA677986
POWERBAR w/"Underlining" (color)	10/10/2006	10/05/2009	1319277	TMA749435
POWERGEL	02/28/1996	02/2/1998	805665	TMA489029
PREMIER NUTRITION (stylized and/or with design)	01/04/2018	--	1875951	--
PREMIER PROTEIN	11/18/2011	11/21/2014	1552683	TMA890482
PREMIER PROTEIN & Design	02/01/2017	8/21/2019	1820816	TMA105051 4
PRIA & POWERBAR w/"Underlining" & Design	02/14/2002	07/13/2004	1131106	TMA614749
STRONGER DEFIES (POWERBAR)	11/14/2012	12/01/2015	1602460	TMA921857
TRIPLE THREAT	12/09/2004	10/26/2005	1240279	TMA651604
VOTRE FORCE VOUS SURPRENDRA (POWERBAR)	02/17/2012	08/18/2015	1564876	TMA911490
YOU'RE STRONGER THAN YOU THINK (POWERBAR)	10/18/2011	06/11/2015	1548305	TMA906021

U.S. TRADEMARKS OWNED BY SUPREME PROTEIN, LLC

Trademark	Filing Date	Registration Date	Application No.	Registration No.
SUPREME PROTEIN	09/08/2003	02/28/2006	76/546308	3064557
SUPREME PROTEIN (stylized and/or with design)	01/03/2014	4/07/2015	86/157118	4717627
SUPREME PROTEIN	04/15/2008	2/23/2010	77/448682	3751085

CANADIAN TRADEMARKS OWNED BY SUPREME PROTEIN, LLC

Trademark	Filing Date	Registration Date	Application No.	Registration No.
SUPREME PROTEIN	10/05/2011	12/14/2015	1546640	TMA923396

U.S. TRADEMARKS OWNED BY DYMATIZE ENTERPRISES, LLC

Trademark	Filing Date	Registration Date	Application No.	Registration No.
ALL9 AMINO	03/2/2018	12/11/2018	87/817835	5629755
AMPLIFIRE	09/26/2017	11/27/2018	87/622957	5618750
ATHLETE'S BCAA	04/16/2018	02/26/2019	87/878902	5687871
ATHLETE'S WHEY	03/05/2018	12/18/2018	87/820243	5634745
CAPSATONE	09/11/2012	02/25/2014	85/598286	4489016
CHAINSOL	04/15/2012	09/08/2015	85/598289	4808800
D (Stylized and/or with Design)	10/08/2015	02/21/2017	86/782430	5147587
DYMA-BURN	07/2/2001	10/01/2002	76/279228	2629349
DYMATIZE	06/19/2002	02/25/2003	76/423233	2690861
ELITE 100% WHEY	02/29/2016	04/04/2017	86/923112	5177910
ELITE CASEIN	06/17/2011	03/27/2012	85/349342	4117731
ELITE FUSION 7	06/17/2011	01/17/2012	85/349360	4087976
ELITE GOURMET	06/17/2011	01/17/2012	85/349377	4087977
ELITE MASS	06/17/2011	01/24/2012	85/349392	4090746
ELITE MEGA GAINER	03/01/2013	10/29/2013	85/864191	4424866
ELITE RECOUP	03/01/2013	10/29/2013	85/864213	4424868
ELITE WHEY PROTEIN	04/17/2003	05/17/2005	76/507374	2952621
ELITE XT	06/17/2011	03/12/2013	85/349572	4299954

Trademark	Filing Date	Registration Date	Application No.	Registration No.
EPX 200	04/15/2012	05/12/2015	85/598291	4735600
EXCITE	09/17/1999	11/27/2001	75/802630	2513259
GET D DYMATIZED (stylized and/or with design)	02/29/2016	04/04/2017	86/923102	5177909
ISO.100	08/07/2012	04/2/2013	85/697342	4312750
JOINT TECH	03/13/2013	10/28/2014	85/875131	4627061
LIQUID SUPER PROTEIN AMINOS	01/18/2017	08/29/2017	87/305719	5278480
MEGA GAINER	01/22/2002	06/17/2003	76/361936	2728045
NITRO2GRANIT	04/15/2012	02/25/2014	85598283	4489015
PERFECTING ATHLETIC NUTRITION	04/01/2019	--	88/366018	--
PREW.O.	03/02/2017	10/17/2017	87/356146	5313760
PURSUIT RX	05/22/2013	10/14/2014	85/939961	4619468
PURSUIT RX & Design	06/13/2013	05/13/2014	85/959322	4528308
PURSUIT RX (stylized and/or with design)	11/17/2014	07/21/2015	86/455950	4776384
SUPER PROTEIN AMINO 6000	01/18/2017	07/03/2018	87/305709	5509333
XANATHIN 	4/15/2012	02/25/2014	85/598288	4489017
YOUR AMBITION. OUR NUTRITION.	03/27/2012	01/06/2015	85/581310	4667937
Z FORCE	11/11/2014	06/30/2015	86/450413	4764368
ZYTRIX	11/19/2003	12/14/2004	78/330332	2910982

CANADIAN TRADEMARKS OWNED BY DYMATIZE ENTERPRISES, LLC

Trademark	Filing Date	Registration Date	Application No.	Registration No.
ALL9 AMINO	03/08/2018	--	1886882	--
DYMATIZE	09/13/2001	02/05/2004	1115747	TMA601438
ISO.100	11/18/2014	06/22/2016	1703173	TMA941544
Z FORCE	11/13/2014	06/20/2016	1702569	TMA941266