TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM572605

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	After-Acquired Trademark Security Agreement (First Supplemental Filing)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Premier Nutrition Company, LLC		01/28/2020	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 Banking Corporation: SWITZERLAND

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5932644	PREMIER SHAKERS

CORRESPONDENCE DATA

Fax Number: 2127514864

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.

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:	04/20/2020

Total Attachments: 5
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AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT
(FIRST SUPPLEMENTAL FILING)

This AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING), dated as of January 28, 2020 (as amended, restated, supplemented or otherwise modified from time to time, this "First Supplemental 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 First Supplemental Trademark Security Agreement for recording with the United States Patent and Trademark Office and the Canadian Intellectual Property Office and any successor agencies thereto.

WHEREAS, the Trademark Security Agreement dated as of October 21, 2019 was recorded with the United States Patent and Trademark Office against certain Intellectual Property on October 21, 2019 at Reel/Frame 6776/0031 (Premier Nutrition Company, LLC Trademarks), Reel/Frame 6776/0018 (Supreme Protein, LLC Trademarks), and Reel/Frame 6776/0047 (Dymatize Enterprises, LLC Trademarks) and was submitted for filing with the Canadian Intellectual Property Office on December 6, 2019 which recordation is still pending.

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 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 First Supplemental Trademark Security Agreement.

3. Execution in Counterparts. This First Supplemental 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 First Supplemental 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 First Supplemental 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 First Supplemental Trademark Security Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

TRADEMARK
REEL: 006918 FRAME: 0859

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

PREMIER NUTRITION COMPANY, LLC,
a Delaware limited liability company

By: _____
Name: Craig L. Rosenthal
Title: Secretary

[Signature Page to First Supplemental Trademark Security Agreement]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent

By:_____

Name: Doreen Barr

Title: Authorized Signatory

By:_____

Name: Komal Shah

Title: Authorized Signatory

[Signature Page to First Supplemental Trademark Security Agreement]

Schedule 1

TRADEMARKS

I. Trademark Owned by Premier Nutrition Company, LLC

Jurisdiction	Mark	Filing Date	Registration Date	Status	Application No.	Registration No.
US	PREMIER SHAKERS	11/02/2017	12/10/2019	Registered	87/669,571	5932644

II. Trademark Application filed by Premier Nutrition Company, LLC

Jurisdiction	Mark	Filing Date	Registration Date	Status	Application No.	Registration No.
Canada	GREAT TASTE THAT MOTIVATES	11/12/2019		Pending Application	1995250	