

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM652901

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Assignment		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TreeHouse Private Brands, Inc.		06/01/2021	Corporation: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Post Consumer Brands, LLC		
<b>Street Address:</b>	20802 Kensington Blvd.		
<b>City:</b>	Lakeville		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55044		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 27</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3109926	HEALTHY MORNINGS	
<b>Registration Number:</b>	3109927	ESSENTIALLY YOU	
<b>Registration Number:</b>	3335996	ESSENTIALLY YOU	
<b>Registration Number:</b>	1835600		
<b>Registration Number:</b>	2065412	APPLE DAPPLES	
<b>Registration Number:</b>	2019719	APPLE RINGS	
<b>Registration Number:</b>	1699912		
<b>Registration Number:</b>	2042178	BERRY TREETS	
<b>Registration Number:</b>	2909223	BLAST O' BERRIES TASTEEOS	
<b>Registration Number:</b>	4833456	CHOCO MUNCH	
<b>Registration Number:</b>	5065260	CINNA BLASTS	
<b>Registration Number:</b>	2079773	CONFRUITY CRISP	
<b>Registration Number:</b>	3934843	FIBER ACTIVE	
<b>Registration Number:</b>	1077085	FRUIT RINGS	
<b>Registration Number:</b>	3245512	KOO-KIES!	
<b>Registration Number:</b>	1524736	MAGIC STARS	
<b>Registration Number:</b>	3238288	MINI COOKIE FACTORY	
<b>Registration Number:</b>	2014432	OATS & MORE	
<b>Registration Number:</b>	5147959	OH MY GRANOLA!	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	3160544	PB&C
Registration Number:	6241865	PB&J PUFFS
Registration Number:	3325848	
Registration Number:	1045004	TASTEEOS
Registration Number:	2691375	WHOLE GRAIN 100
Registration Number:	1780883	
Registration Number:	2451895	ZIP 'N POUR
Registration Number:	1768190	

**CORRESPONDENCE DATA**

**Fax Number:** 3146673633  
*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:** 314-552-6000  
**Email:** ipdocket@thompsoncoburn.com  
**Correspondent Name:** Matthew J. Himich  
**Address Line 1:** One US Bank Plaza  
**Address Line 2:** Thompson Coburn LLP  
**Address Line 4:** St. Louis, MISSOURI 63101

<b>NAME OF SUBMITTER:</b>	Matthew J. Himich
<b>SIGNATURE:</b>	/matthew j. himich/
<b>DATE SIGNED:</b>	06/09/2021

**Total Attachments: 6**  
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Assignment”), is entered into as of June 1, 2021 (the “Effective Date”) by and between TreeHouse Private Brands, Inc., a Missouri corporation (“Assignor”) and Post Consumer Brands, LLC, a limited liability company of Delaware (the “Assignee”).

WHEREAS, this Assignment is being executed and delivered in connection with that certain Asset Sale Agreement dated as of June 1, 2021 (the “Purchase Agreement”), pursuant to which, among other things, Assignee has agreed to purchase from Assignor, and Assignor has agreed to sell to Assignee, certain Acquired Assets (as defined in the Purchase Agreement, upon the terms and conditions set forth therein.

WHEREAS, in connection with the Purchase Agreement, Assignor has agreed to transfer to Assignee the trademarks identified on the attached Schedule A (the “Assigned Trademarks”), effective as of the Effective Date.

WHEREAS, in accordance with the Purchase Agreement, Assignor desires to assign and Assignee desires to acquire the Assigned Trademarks, including all goodwill associated therewith and symbolized thereby.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.

2. Assignment. Assignor does hereby sell, assign, convey, transfer and deliver to Assignee, its successors and assigns: (a) all of Assignor’s right, title and interest in and to the Assigned Trademarks, including, without limitation, any registrations, applications, renewals and extensions therefor, together with the ongoing and existing business of Assignor to which the Assigned Trademarks pertain and the goodwill associated with the Assigned Trademarks and symbolized thereby, effective as of the Effective Date and (b) all other rights accruing thereunder or pertaining thereto, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors and assigns, as full and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including all claims, causes of actions and rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement or dilution of any of the Assigned Trademarks and all income, royalties or payments due or payable as of the Effective Date or thereafter in respect of any of the foregoing.

3. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, nothing in this Assignment, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms and conditions of the Purchase Agreement, all of which shall survive the delivery of this Assignment to the extent provided in the Purchase

Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms and conditions of the Purchase Agreement, the Purchase Agreement will govern.

4. Further Assurances. Assignor shall execute any further documents or instruments reasonably requested by Assignee and necessary to confirm, record or otherwise carry out the purposes or intent of this Assignment.

*[Remainder of page intentionally left blank; signature page to follow.]*

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Assignment as of the date first above written.

ASSIGNOR:

TREEHOUSE PRIVATE BRANDS, INC.

By: *Erik Kahler*

Name: Erik Kahler

Title: Senior Vice President, Corporate Development

State of IL §

County of DuPAGE §

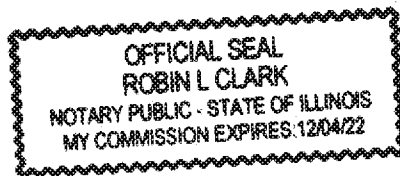
Before me, ROBIN L CLARK, on this day personally appeared ERIK KAHLER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this day of May 21, 2021.

(Personalized Seal)

Notary Public's Signature

*Robin L Clark*



[Signature Page to Trademark Assignment]

ASSIGNEE:

POST CONSUMER BRANDS, LLC

By: \_\_\_\_\_

*Timothy P. Rossini*

Name: Timothy P. Rossini

Title: Chief Financial Officer

State of MN §

§

County of Dakota §

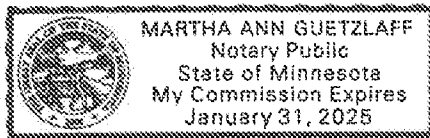
Before me, Martha Ann Guetzlaff on this day personally appeared Timothy Rossini, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this day of May 26, 2021.

(Personalized Seal)



Notary Public's Signature

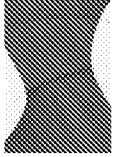


*Martha Ann Guetzlaff*



[Signature Page to Trademark Assignment]

**SCHEDULE A  
Assigned Trademarks**

<b>Trademark</b>	<b>Country</b>	<b>Application/Registration Number</b>
HEALTHY MORNINGS	United States	3109926
ESSENTIALLY YOU	United States	3109927
ESSENTIALLY YOU & Design	United States	3335996
Alligator Design 	United States	1835600
APPLE DAPPLES	United States	2065412
APPLE RINGS	United States	2019719
Bear Design 	United States	1699912
BERRY TREETTS	United States	2042178
BLAST O'BERRIES TASTEEOS	United States	2909223
CHOCO MUNCH	United States	4833456
CINNA BLASTS	United States	5065260
CONFRUITY CRISP	United States	2079773
FIBER ACTIVE	United States	3934843
FRUIT RINGS	United States	1077085
KOO-KIES! & Design	United States	3245512
MAGIC STARS	United States	1524736
MINI COOKIE FACTORY	United States	3238288
OATS & MORE	United States	2014432
OH MY GRANOLA!	United States	5147959
PB&C	United States	3160544
PB&J PUFFS	United States	6241865

Trademark	Country	Application/Registration Number
Red Design 	United States	3325848
TASTEEOS	United States	1045004
WHOLE GRAIN 100	United States	2691375
Wizard Design 	United States	1780883
ZIP 'N POUR	United States	2451895
Cartoon Man Design 	United States	1768190
FRUIT RINGS	Canada	TMA318085
FRUIT RINGS	Guatemala	94878
MAGIC STARS	Brazil	819315397
TASTEEOS	Canada	TMA274818