

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM656336

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		06/01/2021	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	TreeHouse Private Brands, Inc.		
Street Address:	2021 Spring Road		
City:	Oak Brook		
State/Country:	ILLINOIS		
Postal Code:	60523		
Entity Type:	Corporation: MISSOURI		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	3109926	HEALTHY MORNINGS	
Registration Number:	3109927	ESSENTIALLY YOU	
Registration Number:	3335996	ESSENTIALLY YOU	
Registration Number:	1835600		
Registration Number:	2065412	APPLE DAPPLES	
Registration Number:	2019719	APPLE RINGS	
Registration Number:	1699912		
Registration Number:	2042178	BERRY TREETS	
Registration Number:	2909223	BLAST O' BERRIES TASTEEOS	
Registration Number:	4833456	CHOCO MUNCH	
Registration Number:	5065260	CINNA BLASTS	
Registration Number:	2079773	CONFRUITY CRISP	
Registration Number:	3934843	FIBER ACTIVE	
Registration Number:	1077085	FRUIT RINGS	
Registration Number:	3245512	KOO-KIES!	
Registration Number:	1524736	MAGIC STARS	
Registration Number:	3238288	MINI COOKIE FACTORY	
Registration Number:	2014432	OATS & MORE	
Registration Number:	5147959	OH MY GRANOLA!	
TRADEMARK			

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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: 3145526000

Email: ipdocket@thompsoncoburn.com

Correspondent Name: Thompson Coburn LLP

Address Line 1: One US Bank Plaza

Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER: 60962-186804

NAME OF SUBMITTER: Matthew J. Himich

SIGNATURE: /matthew j. himich/

DATE SIGNED: 06/28/2021

Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated effective as of June 1, 2021, is made by **Bank of America, N.A.**, with offices located at One Independence Center, 101 N. Tryon Street, Charlotte, North Carolina 28202 as Administrative Agent (the “Secured Party”), with respect to the security interest granted to it by **TreeHouse Private Brands, Inc.**, a Delaware corporation with offices located at 2021 Spring Road, Suite 600, Oak Brook, Illinois 60523 (the “Grantor”), in the Trademark Collateral (defined below). Capitalized terms used in this Release but not defined herein shall have the respective meanings ascribed to such terms in the Security Agreement (defined below).

WITNESSETH

WHEREAS, reference is made to that certain Security Agreement, dated as of June 11, 2018 (as it may be from time to time amended, restated, modified or supplemented, the “Security Agreement”) among the Secured Party, the Grantor and the other grantors named therein;

WHEREAS, TreeHouse Foods, Inc., as the Borrower, the Lenders from time to time party thereto and Bank of America, N.A., as Administrative Agent, Swingline Lender and L/C Issuer, are parties to that certain Second Amended and Restated Credit Agreement, dated as of December 1, 2017 (as amended by Amendment No. 1, dated as of June 11, 2018, as further amended by that certain Amendment No. 2, dated as of August 26, 2019, as further amended by that Amendment No. 3, dated as of March 26, 2021, and as further amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the “Credit Agreement”);

WHEREAS, the Grantor and the Administrative Agent are parties to that certain Security Agreement dated as of June 11, 2018 (as it may be amended, restated, supplemented or otherwise modified or replaced from time to time, the “Security Agreement”) to, among other things, secure the Secured Obligations of the Grantors under the Loan Documents; and

WHEREAS, pursuant to the terms and conditions of the Security Agreement, the Grantor, among others, entered into (a) that certain Trademark Security Agreement, dated as of June 11, 2018 (as it may be from time to time amended, restated, modified or supplemented, the “2018 Trademark Security Agreement”) and (b) that certain Trademark Security Agreement, dated as of March 25, 2021 (as it may be from time to time amended, restated, modified or supplemented, the “2021 Trademark Security Agreement”) pursuant to which the Grantor granted to the Secured Party, for the ratable benefit of the Secured Parties, a continuing security interest in any and all right, title and interest of Grantor in, to and under all of the Grantor’s Trademarks (as defined in the Security Agreement), including the Trademark Collateral;

WHEREAS, the 2018 Trademark Security Agreement was submitted for recordation with the United States Patent and Trademark Office on or about June 15, 2018 and was recorded at Reel/Frame: 6366/0049 on June 28, 2018 at the United States Patent and Trademark Office;

WHEREAS, the 2021 Trademark Security Agreement was submitted for recordation with the United States Patent and Trademark Office on or about March 25, 2021 and was recorded at Reel/Frame: 007233/0277 on March 25, 2021 at the United States Patent and Trademark Office;

WHEREAS, pursuant to that certain Officer's Certificate dated as of the date hereof, (the "Certificate"), the Borrower certified to the Secured Party that the Grantor is selling certain specified assets and property, including the Trademark Collateral, to Post Consumer Brands, LLC, a Delaware limited liability company, in a disposition of assets permitted pursuant to Section 7.05(o) of the Credit Agreement (such sale, the "Disposition"); and

WHEREAS, the Secured Party, solely in reliance on the representations, warranties and certifications made pursuant to the Certificate and without independent investigation, has agreed to release and discharge fully its security interest solely in the Trademark Collateral in accordance with the last sentence of Section 7.05 of the Credit Agreement and as authorized pursuant to Section 9.10 of the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Secured Party hereby agrees as follows:

1. Definitions

"Trademark Collateral" means the trademarks and registrations identified in Schedule A hereto, including all trademarks, trade names, corporate names, company names, business names, Internet domain names, fictitious business names, trade dress, trade styles, service marks, certification marks, slogans, logos and other source or business identifiers and all general intangibles of like nature, included in the Acquired Assets (as defined in the Certificate) and the goodwill associated therewith.

2. Release of Security Interest

The Secured Party hereby releases and discharges fully, without representation, warranty or recourse, its continuing security interest in any and all of the Grantor's right, title and interest in, to and under the Trademark Collateral (the "Released Collateral").

3. Recordation

Secured Party authorizes the recordation of this Release with the U.S. Patent and Trademark Office to place on record the release of the security interest in the Released Collateral by Secured Party or any person authorized or designated by Secured Party.

4. Miscellaneous

This Release is strictly limited solely and only to the Released Collateral and to no other Collateral. The Secured Party continues to maintain, without interruption or impairment, its security interest in all of the Grantor's right, title and interest in, to and under all Collateral

other than the Released Collateral. The provisions of the Security Agreement, the 2018 Trademark Security Agreement and the 2021 Trademark Security Agreement shall, except as modified by this Release, continue in full force and effect.

**THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES
HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND
ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, Secured Party has executed this Release as of the date first set forth above.

Bank of America, N.A., as Secured Party

A handwritten signature in cursive script, appearing to read "Bridgett J. Manduk Mowry". The signature is rendered in a light, dotted or halftone style.

By: _____
Name: Bridgett J. Manduk Mowry
Title: Vice President

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 007337 FRAME: 0863

**SCHEDULE A
TRADEMARKS**

Trademark Registrations and Applications

<u>COUNTRY</u>	<u>OWNER</u>	<u>MARK</u>	<u>STATUS</u>	<u>APP. DATE</u>	<u>APP. NO.</u>	<u>REG. DATE</u>	<u>REG. NO.</u>
U.S.	TreeHouse Private Brands, Inc.	HEALTHY MORNINGS	Registered	12/18/2002	78/195,622	6/27/2006	3,109,926
U.S.	TreeHouse Private Brands, Inc.	ESSENTIALLY YOU	Registered	12/18/2002	78/195,624	6/27/2006	3,109,927
U.S.	TreeHouse Private Brands, Inc.	ESSENTIALLY YOU & Design	Registered	11/16/2004	78/517,922	11/13/2007	3,335,996
U.S.	TreeHouse Private Brands, Inc.	Design (Alligator)	Registered	7/26/1993	74/417,317	5/10/1994	1,835,600
U.S.	TreeHouse Private Brands, Inc.	APPLE DAPPLES	Registered	7/18/1994	74/550,888	5/27/1997	2,065,412
U.S.	TreeHouse Private Brands, Inc.	APPLE RINGS	Registered	11/28/1994	74/603,423	11/26/1996	2,019,719
U.S.	TreeHouse Private Brands, Inc.	Design (Bear)	Registered	10/9/1990	74/104,105	7/7/1992	1,699,912
U.S.	TreeHouse Private Brands, Inc.	Design (Bee)	Registered	6/30/1998	75/510,985	12/14/1999	2,300,925
U.S.	TreeHouse Private Brands, Inc.	BERRY TREETS	Registered	12/2/1993	74/464,876	3/4/1997	2,042,178
U.S.	TreeHouse Private Brands, Inc.	BLAST O' BERRIES TASTEEOS	Registered	3/25/2003	78/229,907	12/7/2004	2,909,223
U.S.	TreeHouse Private Brands, Inc.	CHOCO MUNCH	Registered	10/8/2014	86/417,729	10/13/2015	4,833,456
U.S.	TreeHouse Private Brands, Inc.	CINNABLASTS	Registered	6/9/2015	86/656,265	10/18/2016	5,065,260
U.S.	TreeHouse Private Brands, Inc.	CONFRUITY CRISP	Registered	4/17/1995	74/662,672	7/15/1997	2,079,773
U.S.	TreeHouse Private Brands, Inc.	FIBER ACTIVE	Registered	8/15/2008	77/547,911	3/22/2011	3,934,843
U.S.	TreeHouse Private Brands, Inc.	FITNESS FLAKES	Registered	9/20/2004	78/486,495	3/3/2009	3,584,554
U.S.	TreeHouse Private Brands, Inc.	FRUIT RINGS	Registered	9/3/1976	73/098,833	11/8/1977	1,077,085
U.S.	TreeHouse Private Brands, Inc.	KOO-KIES! & Design	Registered	7/27/2005	78/679,455	5/22/2007	3,245,512
U.S.	TreeHouse Private Brands, Inc.	LIVE LIFE @ 100%	Registered	9/2/2008	77/560,233	6/15/2010	3,803,918
U.S.	TreeHouse Private Brands, Inc.	MAGIC STARS	Registered	5/5/1988	73/728,339	2/14/1989	1,524,736

<u>COUNTRY</u>	<u>OWNER</u>	<u>MARK</u>	<u>STATUS</u>	<u>APP. DATE</u>	<u>APP. NO.</u>	<u>REG. DATE</u>	<u>REG. NO.</u>
U.S.	TreeHouse Private Brands, Inc.	MINI COOKIE FACTORY	Registered	7/15/2005	78/671,397	5/1/2007	3,238,288
U.S.	TreeHouse Private Brands, Inc.	OAT WISE	Registered	4/8/2009	77/709,372	6/1/2010	3,797,207
U.S.	TreeHouse Private Brands, Inc.	OATS & MORE	Registered	1/26/1995	74/633,922	11/5/1996	2,014,432
U.S.	TreeHouse Private Brands, Inc.	OH MY GRANOLA!	Registered	1/6/2016	86/867,486	2/21/2017	5,147,959
U.S.	TreeHouse Private Brands, Inc.	PB&C	Registered	2/2/2005	78/558,726	10/17/2006	3,160,544
U.S.	TreeHouse Private Brands, Inc.	Design (Rectangle)	Registered	11/16/2004	78/517,935	10/30/2007	3,325,848
U.S.	TreeHouse Private Brands, Inc.	SIMPLE LIVING	Registered	8/3/2008	77/537,769	3/23/2010	3,764,331
U.S.	TreeHouse Private Brands, Inc.	TASTEEOS	Registered	10/2/1975	73/064,840	7/27/1976	1,045,004
U.S.	TreeHouse Private Brands, Inc.	WHOLE GRAIN 100	Registered	3/24/2000	76/009,892	2/25/2003	2,691,375
U.S.	TreeHouse Private Brands, Inc.	Design (Wizard)	Registered	4/13/1992	74/265,472	7/6/1993	1,780,883
U.S.	TreeHouse Private Brands, Inc.	ZIP 'N POUR	Registered	6/15/1999	75/728,943	5/15/2001	2,451,895
U.S.	TreeHouse Private Brands, Inc.	ESSENTIALLY YOU	Registered	8/3/2008	77/537,773	10/13/2009	3,696,819
U.S.	TreeHouse Private Brands, Inc.	Design (Cartoon man)	Registered	2/6/1992	74/243,777	4/27/1993	1,768,190
U.S.	TreeHouse Private Brands, Inc.	PB&J PUFFS	Registered			1/5/2021	6,241,865