

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM713555

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Credit Suisse AG, Cayman Islands Branch, as Administrative Agent		03/10/2022	The Cayman Islands Branch of a Swiss Banking corporation: SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dymatize Enterprises, LLC		
<b>Street Address:</b>	111 Leslie Street		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75207		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 36</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87817835	ALL9 AMINO	
<b>Serial Number:</b>	87622957	AMPLIFIRE	
<b>Serial Number:</b>	87878902	ATHLETE'S BCAA	
<b>Serial Number:</b>	87820243	ATHLETES WHEY	
<b>Serial Number:</b>	85598286	CAPSATONE	
<b>Serial Number:</b>	85598289	CHAINSOL	
<b>Serial Number:</b>	86782430	D	
<b>Serial Number:</b>	76279228	DYMA-BURN	
<b>Serial Number:</b>	76423233	DYMATIZE	
<b>Serial Number:</b>	86923112	ELITE 100% WHEY	
<b>Serial Number:</b>	85349342	ELITE CASEIN	
<b>Serial Number:</b>	85349360	ELITE FUSION 7	
<b>Serial Number:</b>	85349377	ELITE GOURMET	
<b>Serial Number:</b>	85349392	ELITE MASS	
<b>Serial Number:</b>	85864191	ELITE MEGA GAINER	
<b>Serial Number:</b>	85864213	ELITE RECOUP	
<b>Serial Number:</b>	76507374	ELITE WHEY PROTEIN	
<b>Serial Number:</b>	85349572	ELITE XT	

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Property Type	Number	Word Mark
Serial Number:	85598291	EPX 200
Serial Number:	75802630	EXCITE
Serial Number:	86923102	GET D DYMATIZED
Serial Number:	85697342	ISO.100
Serial Number:	85875131	JOINT TECH
Serial Number:	87305719	LIQUID SUPER PROTEIN AMINOS
Serial Number:	76361936	MEGA GAINER
Serial Number:	85598283	NITRO2GRANIT
Serial Number:	88366018	PERFECTING ATHLETIC NUTRITION
Serial Number:	87356146	PREW.O.
Serial Number:	85939961	PURSUIT RX
Serial Number:	85959322	PURSUIT RX
Serial Number:	86455950	PURSUIT RX
Serial Number:	87305709	SUPER PROTEIN AMINO 6000
Serial Number:	85598288	XANATHIN
Serial Number:	85581310	YOUR AMBITION. OUR NUTRITION.
Serial Number:	86450413	Z-FORCE
Serial Number:	78330332	ZYTRIX

#### 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:** 2129061216

**Email:** angela.amaru@lw.com

**Correspondent Name:** LATHAM & WATKINS LLP C/O ANGELA M. AMARU

**Address Line 1:** 1271 AVENUE OF THE AMERICAS

**Address Line 4:** NEW YORK, NEW YORK 10020

<b>ATTORNEY DOCKET NUMBER:</b>	030786-0952
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru
<b>SIGNATURE:</b>	/s/ Angela M. Amaru
<b>DATE SIGNED:</b>	03/10/2022

#### Total Attachments: 10

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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “**Release**”) is made as of March 10, 2022, by 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, in favor of Premier Nutrition Company, LLC, a Delaware limited liability company, Supreme Protein, LLC, a Delaware limited liability company, and Dymatize Enterprises, LLC, a Delaware limited liability company (each, a “**Grantor**” and, collectively, the “**Grantors**”). Capitalized terms used but not defined herein have the meanings given to them (including by reference) in the Guarantee and Collateral Agreement (as defined below).

WHEREAS, the Grantors and the Administrative Agent are party to (i) that certain Guarantee and Collateral Agreement, dated as of October 21, 2019 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), and (ii) that certain Trademark Security Agreement, dated as of October 21, 2019 (the “**Trademark Security Agreement**”), whereby each Grantor granted to the Administrative Agent for the benefit of the Secured Parties a security interest and Lien in and to all of such Grantor’s right, title and interest in and to the following (collectively, the “**Trademark Collateral**”):

(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 and Lien 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;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 21, 2019 at Reel/Frame 6776/0031 (Premier Nutrition Company, LLC), Reel/Frame 6776/0018 (Supreme Protein, LLC), and Reel/Frame 6776/0047 (Dymatize Enterprises, LLC) and with the Canadian Intellectual Property Office on August 4, 2020 at File No. 657632 (Premier Nutrition Company, LLC), at File No. 1546640 (Supreme Protein, LLC), and at File No. 1115747 (Dymatize Enterprises, LLC); and

WHEREAS, the Grantors have requested that the Administrative Agent execute and deliver this Release in order to evidence the release of its security interest and Lien in the Trademark Collateral for filing and recordation 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, the Administrative Agent (on behalf of itself and the other Secured Parties), without any representation, warranty or recourse of any kind or nature, hereby unconditionally and irrevocably releases and terminates, and cancels and discharges, its security interest and Lien in the Trademark Collateral, and re-assigns and re-conveys to the Grantors (as applicable) any and all right, title or interest the Administrative Agent may have in or to the Trademark Collateral.

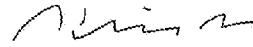
*[Signature Page Follows]*

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized officer as of the date first set forth above.

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



By: \_\_\_\_\_  
Name: Doreen Barr  
Title: Authorized Signatory



By: \_\_\_\_\_  
Name: Heesu Sin  
Title: Authorized Signatory

[Signature Page to Release of Security Interests in Trademarks]