

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM713573

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Supreme Protein, LLC		03/10/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 South Dearborn Street		
Internal Address:	7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
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:	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		
ATTORNEY DOCKET NUMBER:	045494-0450		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	03/10/2022		
Total Attachments: 14			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 10, 2022 (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 JPMorgan Chase Bank, N.A., 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, Inc., a Delaware corporation (the “Borrower”), has entered into the Credit Agreement, dated as of March 10, 2022 (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 March 10, 2022, 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 I 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 United States Patent and Trademark Office and the Canadian Intellectual Property Office record this Trademark Security Agreement.

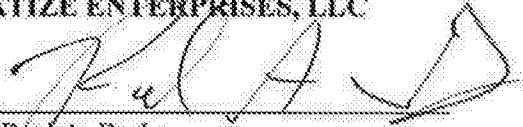
3. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (including by facsimile or other electronic imaging means), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same 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.

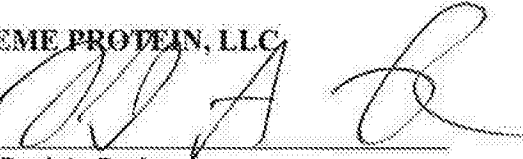
5. Conflict Provision. The security interest granted pursuant to this Trademark Security Agreement has been granted in conjunction with the security interest granted to the Administrative Agent for the benefit of the Secured Parties pursuant to the Guarantee and Collateral Agreement. The rights and remedies 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.

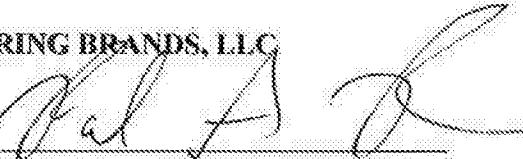
DYMATIZE ENTERPRISES, LLC

By: 
Name: Paul A. Rode
Title: Treasurer

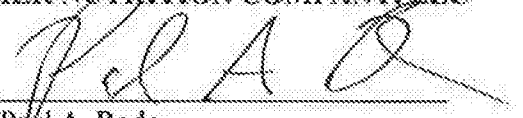
SUPREME PROTEIN, LLC

By: 
Name: Paul A. Rode
Title: Treasurer

BELLRING BRANDS, LLC

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

PREMIER NUTRITION COMPANY, LLC

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

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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:
Title:

SUPREME PROTEIN, LLC

By: _____
Name:
Title:

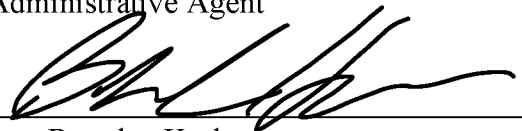
BELLRING BRANDS, LLC

By: _____
Name:
Title:

PREMIER NUTRITION COMPANY, LLC

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Brendan Korb
Title: Vice President

SCHEDULE 1

TRADEMARKS

U.S. TRADEMARKS OWNED BY DYMATIZE ENTERPRISES, LLC

Country	Title	Status	Filing Date	Application No.	Registration Date	Registration No.
United States of America	ALL9 AMINO	Registered	2018-03-02	87/817835	2018-12-11	5629755
United States of America	AMPLIFIRE	Registered	2017-09-26	87/622957	2018-11-27	5618750
United States of America	ATHLETE'S BCAA	Registered	2018-04-16	87/878902	2019-02-26	5687871
United States of America	ATHLETE'S WHEY	Registered	2018-03-05	87/820243	2018-12-18	5634745
United States of America	CHAINSOL	Registered	2012-04-15	85/598289	2015-09-08	4808800
United States of America	D (Stylized and/or with Design)	Registered	2015-10-08	86/782430	2017-02-21	5147587
United States of America	DYMA-BURN	Registered	2001-07-02	76/279228	2002-10-01	2629349
United States of America	DYMATIZE	Registered	2002-06-19	76/423233	2003-02-25	2690861
United States of America	ELITE 100% WHEY	Registered	2016-02-29	86/923112	2017-04-04	5177910

United States of America	ELITE CASEIN	Registered	2011-06-17	85/349342	2012-03-27	4117731
United States of America	ELITE FUSION 7	Registered	2011-06-17	85/349360	2012-01-17	4087976
United States of America	ELITE GOURMET	Registered	2011-06-17	85/349377	2012-01-17	4087977
United States of America	ELITE MASS	Registered	2011-06-17	85/349392	2012-01-24	4090746
United States of America	ELITE WHEY PROTEIN	Registered	2003-04-17	76/507374	2005-05-17	2952621
United States of America	ELITE XT	Registered	2011-06-17	85/349572	2013-03-12	4299954
United States of America	EXCITE	Registered	1999-09-17	75/802630	2001-11-27	2513259
United States of America	GET D DYMATIZED (stylized and/or with design)	Registered	2016-02-29	86/923102	2017-04-04	5177909
United States of America	ISO.100	Registered	2012-08-07	85/697342	2013-04-02	4312750
United States of America	JOINT TECH	Registered	2013-03-13	85/875131	2014-10-28	4627061
United States of America	LIQUID SUPER PROTEIN AMINOS	Registered	2017-01-18	87/305719	2017-08-29	5278480

United States of America	MEGA GAINER	Registered	2002-01-22	76/361936	2003-06-17	2728045
United States of America	PERFECTING ATHLETIC NUTRITION	Registered	2019-04-01	88/366018	2019-10-08	5879409
United States of America	PREW.O.	Registered	2017-03-02	87/356146	2017-10-17	5313760
United States of America	SUPER PROTEIN AMINO 6000	Registered	2017-01-18	87/305709	2018-07-03	5509333
United States of America	WHEY DIFFERENT	Registered	2019-03-12	88/335843	2020-05-05	6048984
United States of America	Z-FORCE	Registered	2014-11-11	86/450413	2015-06-30	4764368
United States of America	ZYTRIX	Registered	2003-11-19	78/330332	2004-12-14	2910982

CANADIAN TRADEMARKS OWNED BY DYMATIZE ENTERPRISES, LLC

Country	Title	Status	Filing Date	Application No.	Registration Date	Registration No.
Canada	DYMATIZE	Registered	2001-09-13	1115747	2004-02-05	TMA601438
Canada	DYMATIZE ALL9 AMINO	Application	2020-05-19	2028932		
Canada	ISO.100	Registered	2014-11-18	1703173	2016-06-22	TMA941544
Canada	Z FORCE	Registered	2014-11-13	1702569	2016-06-20	TMA941266

U.S. TRADEMARKS OWNED BY SUPREME PROTEIN, LLC

Country	Title	Status	Filing Date	Application No.	Registration Date	Registration No.
United States of America	SUPREME PROTEIN	Registered	2003-09-08	76/546308	2006-02-28	3064557
United States of America	SUPREME PROTEIN (stylized and design)	Registered	2014-01-03	86/157118	2015-04-07	4717627
United States of America	SUPREME PROTEIN	Registered	2008-04-15	77/448682	2010-02-23	3751085

CANADIAN TRADEMARKS OWNED BY SUPREME PROTEIN, LLC

Country	Title	Status	Filing Date	Application No.	Registration Date	Registration No.
Canada	SUPREME PROTEIN	Registered	2011-10-05	1546640	2015-12-14	TMA923396

U.S. TRADEMARKS OWNED BY BELLRING BRANDS, LLC

Country	Title	Status	Filing Date	Application No.	Registration Date	Registration No.
United States of America	BELLRING	Registered	2019-02-28	88/320716	2020-04-21	6038320
United States of America	BELLRING BRANDS	Registered	2019-02-28	88/320725	2020-04-21	6038321

CANADIAN TRADEMARKS OWNED BY BELLRING BRANDS, LLC

Country	Title	Status	Filing Date	Application No.	Registration Date	Registration No.
Canada	BELLRING	Application	2019-03-01	1949025		
Canada	BELLRING BRANDS	Application	2019-03-01	1949026		

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

Country	Title	Status	Filing Date	Application No.	Registration Date	Registration No.
United States of America	ENERGY FOR EVERY DAY	Registered	2012-09-26	85/739378	2014-04-22	4518580
United States of America	ENERGY FOR EVERY DAY	Registered	2012-05-16	85/979685	2013-09-24	4408649
United States of America	ENERGY FOR EVERY DAY	Registered	2016-04-22	87/011034	2019-04-09	5722651
United States of America	FUEL FOR OPTIMUM PERFORMANCE	Registered	2012-04-26	85/609486	2016-02-02	4895953
United States of America	JOINT JUICE	Registered	1999-06-14	75/727560	2002-09-24	2625534
United States of America	JOINT JUICE	Registered	2000-09-07	76/125094	2003-06-17	2727656
United States of America	JOINT JUICE (stylized and/or with design)	Registered	2013-04-23	85/912729	2014-02-11	4480222

United States of America	KEEP YOUR JOINTS HAPPY AND HEALTHY	Registered	2010-07-15	85/975492	2011-09-20	4029974
United States of America	POWER GEL	Registered	1996-01-11	75/041950	1997-12-30	2126109
United States of America	POWERBAR	Registered	1986-09-15	73/619625	1987-07-14	1447798
United States of America	POWERBAR	Registered	2004-08-05	78/462771	2006-12-12	3184504
United States of America	POWERBAR	Registered	2006-04-06	78/855794	2007-09-11	3290723
United States of America	POWERBAR	Registered	2016-01-25	86/885646	2016-12-20	5106473
United States of America	POWERBAR (stylized and/or with design)	Registered	2016-08-16	87/140206	2017-03-14	5161121
United States of America	POWERBAR PROTEINPLUS	Registered	1998-12-21	75/609712	2006-06-20	3107138
United States of America	POWERBAR w/"Underlining" (col) (stylized and/or with design)	Registered	2006-10-09	77/017015	2010-01-19	3740316
United States of America	PREMIER NUTRITION	Registered	1999-10-18	75/824400	2001-08-28	2481535
United States of America	PREMIER NUTRITION	Registered	2016-08-05	87/128978	2017-03-28	5170259
United States of America	PREMIER NUTRITION & Design	Registered	2016-08-05	87/128966	2017-03-28	5170258

United States of America	PREMIER PROTEIN	Registered	2000-02-15	75/919381	2001-04-17	2444257
United States of America	PREMIER PROTEIN	Registered	2010-10-05	85/145755	2011-07-19	3996603
United States of America	PREMIER PROTEIN	Registered	2012-08-23	85/711670	2015-05-05	4731904
United States of America	PREMIER PROTEIN	Registered	2012-08-23	85/982923	2015-02-24	4693040
United States of America	PREMIER PROTEIN	Registered	2016-01-25	86/885636	2019-04-23	5734220
United States of America	PREMIER PROTEIN	Registered	2020-01-24	88/772534	2021-03-09	6290713
United States of America	PREMIER PROTEIN (stylized and/or with design)	Registered	2014-05-29	86/979049	2016-06-28	4990486
United States of America	PREMIER PROTEIN (stylized and/or with design)	Registered	2020-01-24	88/772537	2021-03-09	6290714
United States of America	PREMIER PROTEIN CLEAR	Registered	2016-01-25	86/885631	2017-09-05	5282006
United States of America	PREMIER SHAKERS	Registered	2017-11-02	87/669571	2019-12-10	5932644
United States of America	PRIA	Registered	2001-03-26	76/229262	2003-12-16	2795403
United States of America	ROCKET SHOT	Registered	2002-08-26	76/443882	2003-07-01	2731878

United States of America	ROCKET SHOT (stylized and/or with design)	Registered	2002-08-26	76/443881	2003-07-01	2731877
United States of America	TEAM ELITE	Registered	2003-05-21	78/252834	2004-11-23	2904817
United States of America	TEAM PB (stylized and/or with design)	Registered	2017-05-02	87/433573	2019-01-01	5644342
United States of America	TEAM POWERBAR (stylized and/or with design)	Registered	2017-05-02	87/433584	2019-05-28	5764170

CANADIAN TRADEMARKS OWNED BY PREMIER NUTRITION COMPANY, LLC

Country	Title	Status	Filing Date	Application No.	Registration Date	Registration No.
Canada	COMPLETE ENERGY	Registered	2012-09-20	1595163	2016-09-20	TMA949782
Canada	EASY SHOT	Registered	2011-05-05	1526544	2013-09-12	TMA859992
Canada	ENERGY FOR EVERY DAY	Registered	2014-04-30	1675103	2016-08-25	TMA947435
Canada	GREAT TASTE THAT MOTIVATES	To be Abandoned	2019-11-12	1995250		
Canada	HARVEST ENERGY	Registered	2012-09-19	1594982	2015-10-01	TMA915673
Canada	P & Design	Application	2021-11-17	2156290		
Canada	PERFORMANCE BLENDS	Registered	2013-06-21	1632223	2016-07-05	TMA942302

Canada	POWER TO PUSH	Registered	2008-08-06	1406438	2012-05-07	TMA823515
Canada	POWERBAR	Registered	2001-07-16	1109535	2004-09-13	TMA619282
Canada	POWERBAR	Registered	1990-05-15	657632	1991-04-19	TMA383341
Canada	POWERBAR CLEAN WHEY	Registered	2016-09-14	1800191	2019-06-17	TMA1026059
Canada	POWERBAR HARVEST	Registered	1997-08-25	854406	1999-04-29	TMA511337
Canada	POWERBAR PERFORM	To be abandoned	2012-10-25	1599779	2016-08-01	TMA944649
Canada	POWERBAR PLANT PROTEIN	Registered	2017-09-25	1859222	2020-06-25	TMA1080009
Canada	POWERBAR PROTEIN PLUS	Registered	2004-05-25	1217806	2005-10-31	TMA651941
Canada	POWERBAR PROTEINPLUS	Registered	2000-04-25	1056365	2002-09-19	TMA567675
Canada	POWERBAR SPORT	Registered	2005-05-16	1257811	2006-12-01	TMA677986
Canada	POWERBAR w/"Underlining" (color)	Registered	2006-10-10	1319277	2009-10-05	TMA749435
Canada	POWERGEL	Registered	1996-02-28	805665	1998-02-02	TMA489029
Canada	PREMIER PROTEIN	Registered	2011-11-18	1552683	2014-11-21	TMA890482
Canada	PREMIER PROTEIN	Application	2020-03-06	2016059		

Canada	PREMIER PROTEIN & Design	Registered	2017-02- 01	1820816	2019-08-21	TMA1050514
Canada	PREMIER PROTEIN (stylized and/or with design)	Application	2020-03- 06	2016061		
Canada	STRONGER DEFIES (POWERBAR)	Registered	2012-11- 14	1602460	2015-12-01	TMA921857
Canada	VOTRE FORCE VOUS SURPRENDRA (POWERBAR)	Registered	2012-02- 17	1564876	2015-08-18	TMA911490
Canada	YOU'RE STRONGER THAN YOU THINK (POWERBAR)	Registered	2011-10- 18	1548305	2015-06-11	TMA906021