

## TRADEMARK ASSIGNMENT COVER SHEET

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ETAS ID: TM593658

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900560307		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Premier Nutrition Company, LLC		10/16/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BellRing Brands, LLC		
<b>Street Address:</b>	2503 S. Hanley Road		
<b>City:</b>	St. Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63144		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88320716	BELLRING	
<b>Serial Number:</b>	88320725	BELLRING BRANDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3146673633		
<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>			
<b>Phone:</b>	314-552-6000		
<b>Email:</b>	ipdocket@thompsoncoburn.com		
<b>Correspondent Name:</b>	Thomas A. Polcyn		
<b>Address Line 1:</b>	One US Bank Plaza		
<b>Address Line 2:</b>	Thompson Coburn LLP		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63101		
<b>ATTORNEY DOCKET NUMBER:</b>	60470-183249		
<b>NAME OF SUBMITTER:</b>	Thomas A. Polcyn		
<b>SIGNATURE:</b>	/thomas a. polcyn/		
<b>DATE SIGNED:</b>	08/24/2020		
<b>Total Attachments: 3</b>			
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**TRADEMARK ASSIGNMENT – U.S.**

This Trademark Assignment (the “Assignment”), effective October 16, 2019 (the “Effective Date”), is by and between Premier Nutrition Company, LLC, a Delaware limited liability company having offices at 1222 67th Street, Emeryville, California 94608 (“Assignor”), and BellRing Brands, LLC, a Delaware limited liability company having offices at 2503 S. Hanley Road, St. Louis, MO 63144 (“Assignee”).

WHEREAS, Assignor owns all rights, title and interest in and to the U.S. trademark registrations and applications listed in **Schedule A** attached hereto, and common law trademark rights in and to said marks (the “Marks”), together with the goodwill of the business connected with and symbolized by the Marks;

WHEREAS, on the Effective Date the Marks had no material commercial value;

WHEREAS, Assignor desires to assign, and Assignee desires to accept, all of Assignor’s right, title and interest in and to the Marks; and

WHEREAS, Assignor and Assignee are affiliates sharing at least some common ownership and this Assignment is being made as part of a realignment of assets between related companies.

NOW, THEREFORE, in consideration of the covenants and obligations set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as set forth below.

1. Assignor represents and warrants that it owns all rights, title and interest in the Marks listed in Schedule A.
2. Assignor hereby assigns, transfers and conveys to Assignee as its successor its entire right, title, interest in and to the Marks together with the accompanying goodwill and that portion of the business represented and symbolized by the Marks (including, without limitation, any registrations issuing from the trademark applications listed in **Schedule A**, the right to apply to renew the associated registrations, the right to apply for trademark registrations based in whole or in part upon the Marks, the right to sue for, and recover for, any past and future infringements, and any priority right that may arise from the Marks), which business is ongoing and existing, the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.
3. Assignor agrees to execute any further documents reasonably necessary to give effect to this Assignment, to confirm Assignee’s ownership of the Marks, or to record such assignment with the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment, and effective as of the date first above written.

**Premier Nutrition Company, LLC**

By:



Craig Rosenthal

Senior Vice President

Title

July 29, 2020

Date

**BellRing Brands, LLC**

By:



Craig Rosenthal

Senior Vice President and General Counsel

Title

July 29, 2020

Date

Schedule A

Trademark	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date
BELLRING	USA	Registered	88/320716	2019-02-28	6038320	2020-04-21
BELLRING BRANDS	USA	Registered	88/320725	2019-02-28	6038321	2020-04-21