

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM627110

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Michael Foods Southwest Co.		02/19/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Administrative Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5878880	EGG BUDDIES	
Registration Number:	5878902	THE PRO BOX YOUR GROWN UP LUNCH BOX	
Serial Number:	90289814	ALMARK	
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:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	039269-0326		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	02/19/2021		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 19, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “Intellectual Property Security Agreement”), is made by each of the signatories hereto (each, a “Grantor” and collectively, the “Grantors”) and Barclays Bank PLC, 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, Post Holdings, Inc., a Missouri corporation (the “Borrower”), has entered into the Second Amended and Restated Credit Agreement, dated as of March 18, 2020 (as further 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, the Credit Agreement amends and restates the Borrower’s Amended and Restated Credit Agreement dated as of March 28, 2017 (which itself amended and restated the Borrower’s Credit Agreement dated as January 29, 2014 as it was amended, restated, supplemented, replaced or otherwise modified prior to March 28, 2017).

WHEREAS, the Administrative Agent, the Borrower and certain other grantors from time to time thereto were parties to that certain Amended and Restated Guarantee and Collateral Agreement, dated as of March 28, 2017, which amended and restated that certain Guarantee and Collateral Agreement dated as of January 29, 2014 as it was amended, restated, supplemented, replaced or otherwise modified prior to March 28, 2017 (collectively, the “Original GCA”).

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 Second Amended and Restated Guarantee and Collateral Agreement, dated as of March 18, 2020, in favor of the Administrative Agent (as further amended, restated, supplemented, replaced or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), which amends and restates the Original GCA. 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 Intellectual Property 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 Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright 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 “Intellectual Property 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 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 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;

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1 attached hereto, (ii) all inventions and improvements described and claimed therein, (iii) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, reexaminations and extensions thereof, and all improvements thereon, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and other violations thereof, (v) 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 and other violations thereof), and (vi) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1 attached hereto, (ii) the rights to print, publish and distribute any of the foregoing, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and other violations thereof, (iv) 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 and other violations thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(d) to the extent not otherwise included, any and all Proceeds of the foregoing.

2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable federal United States or federal Canadian government officer record this Intellectual Property Security Agreement.

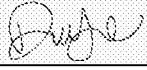
3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by facsimile or other electronic imaging means), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and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

4. Governing Law. This Intellectual Property 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 Intellectual Property 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 Intellectual Property 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 Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

**ANIMATED BRANDS, LLC
HENNINGSEN FOODS, INC.
MICHAEL FOODS SOUTHWEST CO.**

By: 
Name: Diedre J. Gray
Title: Assistant Secretary of each above-listed entity

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**TRADEMARK
REEL: 007197 FRAME: 0656**

BARCLAYS BANK PLC, as Administrative Agent

DocuSigned by:

Robert Walsh

By: _____
.....FCDAF84F50AA411.....

Name: Robert Walsh

Title: Assistant Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 007197 FRAME: 0657

COPYRIGHTS

None.



PATENTS

None.

TRADEMARKS**I. Trademarks owned by Animated Brands, LLC:**



Jurisdiction	Mark	Filing Date	Reg. Date	Status	Application No.	Reg. No.
United States of America	SIMPLY GROUND	2/12/2016	8/29/2017	Registered	86/906,560	5,273,865
United States of America	PETER PAN	5/09/1969	4/14/1970	Registered	72/326,859	0,889,444

II. Trademarks owned by Henningsen Foods, Inc.:

Jurisdiction	Mark	Filing Date	Reg. Date	Status	Application No.	Reg. No.
Canada	DESIGN (Hen Logo) 	10/19/1990	7/31/1992	Registered	668695	TMA400799
Canada	HENNINGSEN	8/22/1990	8/16/1991	Registered	0664862	TMA387889
Canada	HENNINGSEN	2/11/1969	2/19/1971	Registered	0319754	TMA174502
Canada	HENTEX	11/5/1954	4/20/1956	Registered	0227432	TMA103110
United States of America	DESIGN (Hen Logo) 	3/08/1990	2/18/1992	Registered	74/035,985	1,675,982
United States of America	EP-1	8/28/2008	12/14/2010	Registered	77/557,875	3,890,599
United States of America	HENNINGSEN	8/30/1968	6/23/1970	Registered	72/306,372	893,371
United States of America	HENNINGSEN	3/09/1990	10/08/1991	Registered	74/036,341	1,659,909

United States of America	HENTEX	5/20/1954	9/6/1955	Registered	71/666,755	611,845
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III. Trademarks owned by Michael Foods Southwest Co.:

Jurisdiction	Mark	Filing Date	Reg. Date	Status	Application No.	Reg. No.
United States of America	ALMARK	11/03/2020	--	Pending	90289814	--
United States of America		3/18/2019	10/08/2019	Registered	88344069	5878880
United States of America		3/18/2019	10/08/2019	Registered	88344808	5878902