

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM786232

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	After-Acquired Intellectual Property Security Agreement (Third Supplemental Filing)
RESUBMIT DOCUMENT ID:	900745792

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Premier Nutrition Company, LLC		01/20/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 South Dearborn Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	97728248	POWERBAR

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

ATTORNEY DOCKET NUMBER:	045494-0450
NAME OF SUBMITTER:	Angela M Amaru
SIGNATURE:	/s/Angela M. Amaru
DATE SIGNED:	02/11/2023

Total Attachments: 6

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**AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT
(THIRD SUPPLEMENTAL FILING)**

This AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT (THIRD SUPPLEMENTAL FILING), dated as of January 20, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “Third Supplemental Intellectual Property 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 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 Third Supplemental Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and the Canadian Intellectual Property Office.

WHEREAS, the Trademark Security Agreement dated as of March 10, 2022 was recorded with the United States Patent and Trademark Office against certain Intellectual Property on March 10, 2022 at Reel/Frame 7656/0331 (Dymatize Enterprises, LLC Trademarks), at Reel/Frame 7656/0337 (Supreme Protein, LLC Trademarks), at Reel/Frame 7656/0381 (BellRing Brands, LLC Trademarks), and at Reel/Frame 7656/0423 (Premier Nutrition Company, LLC Trademarks), and with the Canadian Intellectual Property Office on March 14, 2022 at File No. 657632 (Dymatize Enterprises, LLC, Supreme Protein, LLC, BellRing Brands, LLC and Premier Nutrition Company, LLC Trademarks).

WHEREAS, the Patent Security Agreement dated as of March 10, 2022 was recorded with the United States Patent and Trademark Office against certain Intellectual Property on March 10, 2022 at Reel/Frame 059226/0294 (Premier Nutrition Company, LLC Patents) and with the Canadian Intellectual Property Office on April 22, 2022 at Document Number 40186 (Premier Nutrition Company, LLC Patents).

WHEREAS, the After-Acquired Intellectual Property Security Agreement (First Supplemental Filing) dated as of July 21, 2022 was recorded with the United States Patent and Trademark Office against certain Intellectual Property on July 22, 2022 at Reel/Frame 060814/0187 (Premier Nutrition Company, LLC Patent) and with the Canadian Intellectual Property Office on July 22, 2022 at File No. 2171360 (Premier Nutrition Company, LLC Trademark).

WHEREAS, the After-Acquired Intellectual Property Security Agreement (Second Supplemental Filing) dated as of October 31, 2022 was recorded with the United States Patent and Trademark Office

against certain Intellectual Property on November 3, 2022 at Reel/Frame 061871/0292 (Premier Nutrition Company, LLC Patent) and with the Canadian Intellectual Property Office on November 3, 2022 at File No. 2200840 (Dymatize Enterprises, LLC Trademark).

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 of Patents, the Commissioner for Trademarks and any other applicable federal United States or federal Canadian government officer record this Third Supplemental Intellectual Property Security Agreement.

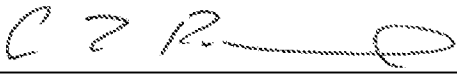
3. Execution in Counterparts. This Third Supplemental Intellectual Property Security Agreement may be executed in any number of counterparts (including by facsimile or other electronic imaging means), each of which when so executed shall be deemed to be an original and all of which taken together shall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

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

PREMIER NUTRITION COMPANY, LLC

By:  _____

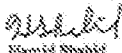
Name: Craig L. Rosenthal

Title: Secretary

[Signature Page to After-Acquired Intellectual Property Security Agreement (Third Supplemental Filing)]

TRADEMARK
REEL: 007968 FRAME: 0083

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

By: 
Name: Hamid Nabil
Title: Authorized Signer

COPYRIGHTS

None.

PATENTS

None.

TRADEMARKS

I. United States Trademarks owned by Premier Nutrition Company, LLC:

Country	Title	Status	Filing Date	Application No.	Reg. Date	Reg. No.
United States of America	POWERBAR	Application	2022-12-22	97/728248	--	--