

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1220942

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	After-Acquired Intellectual Property Security Agreement (First Supplemental Filing)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BEF Foods, Inc.		05/08/2024	Corporation: OHIO
RECEIVING PARTY DATA			
Company Name:	Computershare Trust Company, National Association, as Notes Collateral Agent		
Street Address:	1505 Energy Park Drive		
City:	Saint Paul		
State/Country:	MINNESOTA		
Postal Code:	55108		
Entity Type:	National Banking Association: MINNESOTA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86007578	SMARTCUPS	
Serial Number:	73115642	EGG BEATERS	
Serial Number:	72463901	EGG BEATERS	
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:	2129061200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Angela M Amaru		
Address Line 1:	Latham & Watkins LLP		
Address Line 2:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	045494-0581		
NAME OF SUBMITTER:	Angela Amaru		
SIGNATURE:	Angela Amaru		
DATE SIGNED:	05/09/2024		
Total Attachments: 8			

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AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT
(FIRST SUPPLEMENTAL FILING)

This AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING), dated as of May 8, 2024 (as amended, restated, amended and restated, supplemented, replaced, or otherwise modified from time to time, this “First Supplemental Intellectual Property Security Agreement”), is made by each of the signatories hereto (each, a “Grantor” and collectively, the “Grantors”) and Computershare Trust Company, National Association (“Computershare”), as collateral agent for the Secured Parties (in such capacity and together with its successors in such capacity, the “Notes Collateral Agent”).

WHEREAS, Post Holdings, Inc., a Missouri corporation (the “Company”), has entered into the Indenture, dated as of February 20, 2024 (as amended, restated, amended and restated, supplemented, replaced, or otherwise modified from time to time, the “Indenture”) with the Guarantors from time to time party thereto and Computershare, as Trustee and as Notes Collateral Agent;

WHEREAS, the Notes Collateral Agent, the Company and certain other grantors from time to time thereto are parties to that certain Notes Security Agreement, dated as of February 20, 2024 (as amended, restated, amended and restated, supplemented, replaced, or otherwise modified from time to time, the “Notes Security Agreement”) (capitalized terms used and not defined herein have the meanings given to such terms (including by reference) in the Notes Security Agreement);

WHEREAS, under the terms of the Notes Security Agreement, each Grantor has granted to the Notes Collateral Agent for the benefit of the Secured Parties, a security interest in certain property, including, without limitation, the Intellectual Property Collateral (as defined below), and has agreed as a condition thereof to execute this First Supplemental Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, the Canadian Intellectual Property Office, and any other applicable Governmental Authority or any political subdivision thereof in the United States or Canada, as applicable; and

WHEREAS, the Intellectual Property Security Agreement dated as of February 20, 2024 was recorded (i) with the United States Patent and Trademark Office against certain Intellectual Property on February 21, 2024 at Reel/Frame 8350/0659 (Animated Brands, LLC Trademarks), Reel/Frame 8350/0245 (Bob Evans Farms, LLC Trademarks), Reel/Frame 8350/0776 (Bright Future Foods, LLC Trademarks), Reel/Frame 8350/0422 (Crystal Farms Dairy Company Trademarks), Reel/Frame 8350/0529 (Henningsen Foods, Inc. Trademarks), Reel/Frame 8350/0138 (MOM Brands Company, LLC Trademarks), Reel/Frame 8350/0373 (Michael Foods, Inc. Trademarks), Reel/Frame 8350/0301 (Michael Foods of Delaware, Inc. Trademarks), Reel/Frame 8350/0877 (Michael Foods Southwest Co. Trademarks), Reel/Frame 8350/0597 (National Pasteurized Eggs, LLC Trademarks), Reel/Frame 8350/0825 (Post Brands Pet Care, LLC Trademarks), Reel/Frame 8350/0479 (Post Consumer Brands, LLC Trademarks), Reel/Frame 8350/0190 (Post Foods, LLC Trademarks), Reel/Frame 8350/0080 (Weetabix Company, LLC Trademarks), Reel/Frame 066643/0073 (Bright Future Foods, LLC Patent), Reel/Frame 066643/0877 (M. G. Waldbaum Company Patent), Reel/Frame 066643/0329 (Michael Foods, Inc. Patents), Reel/Frame 066643/0398 (Michael Foods of Delaware, Inc. Patents), Reel/Frame 066643/0239 (MOM Brands Company, LLC Patent), Reel/Frame 066647/0292 (National Pasteurized Eggs, LLC. Patents), Reel/Frame 066643/0662 (National Pasteurized Eggs, Inc. Patents), Reel/Frame 066643/0756 (Post Brands Pet Care, LLC Patents), Reel/Frame 066643/0137 (Post Consumer Brands, LLC Patents), and Reel/Frame 066643/0187 (Post Foods, LLC Patent), (ii) with the United States Copyright Office against certain Intellectual Property on February 21, 2024 at Volume 15022 Document Number 718 (MOM Brands Company, LLC, Post Foods, LLC and Weetabix Company, LLC, Copyrights), (iii) with the Canadian Intellectual Property Office but records have not yet been issued.

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 Notes Collateral 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 Notes Obligations: (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 renewals thereof, including, without limitation, each registration and application identified in Schedule 1 attached hereto, 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 accruing thereunder or pertaining thereto; provided, however, that the term "Intellectual Property Collateral" shall not include 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);

(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 accruing thereunder or pertaining thereto;

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, including but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the U.S. Copyright Act) 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 accruing thereunder or pertaining thereto; and

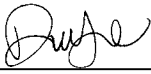
(d) any and all Proceeds of the foregoing.

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 First Supplemental Intellectual Property Security Agreement.Execution in Counterparts. This First 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. This First Supplemental Intellectual Property Security Agreement shall be valid, binding, and enforceable against a party only when executed and delivered by an authorized individual on behalf of the party by means of (i) any electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including relevant provisions of the Uniform Commercial Code (collectively, "Signature Law"); (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. This First Supplemental Intellectual Property Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same instrument. For avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the Uniform Commercial Code or other Signature Law due to the character or intended character of the writings.Governing Law. This First 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. EACH GRANTOR AND THE NOTES COLLATERAL AGENT HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS FIRST SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT OR ANY OTHER NOTES DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS FIRST SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE OTHER NOTES DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.Conflict Provision. The security interest granted pursuant to this First Supplemental Intellectual Property Security Agreement has been granted in conjunction with the security interest granted to the Notes Collateral Agent for the benefit of the Secured Parties pursuant to the Notes Security Agreement. The rights and remedies of the Notes Collateral Agent with respect to the security interest granted herein are more fully set forth in the Notes Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this First Supplemental Intellectual Property Security Agreement are in conflict with the Notes Security Agreement, the provisions of the Notes Security

Agreement shall control. Each Grantor agrees that all of the rights, protections, privileges, limitations of liability, indemnities and immunities of the Notes Collateral Agent set forth in the Notes Security Agreement are hereby incorporated herein by reference, mutatis mutandis, and the Notes Collateral Agent shall be entitled to rely on such rights, protections, privileges, limitations of liability, indemnities and immunities as if they were fully set forth herein.

IN WITNESS WHEREOF, each of the undersigned has caused this First Supplemental Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

**ANIMATED BRANDS, LLC
BEF FOODS, INC.
WEETABIX COMPANY, LLC**

By: 
Name: Diedre J. Gray
Title: Assistant Secretary

**COMPUTERSHARE TRUST COMPANY,
NATIONAL ASSOCIATION,**
as Notes Collateral Agent

By: _____
Name:
Title:

**COMPUTERSHARE TRUST COMPANY,
NATIONAL ASSOCIATION,**
as Notes Collateral Agent

By: Corey J. Dahlstrand
Name: Corey J. Dahlstrand
Title: Vice President

[SIGNATURE PAGE TO AFTER-ACQUIRED INTELLECTUAL PROPERTY
SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING)]

TRADEMARK
REEL: 008425 FRAME: 0158

COPYRIGHTS

None.

PATENTS

I. U.S. Patents owned by BEF Foods, Inc.

Country	App Title	Filing Date	Issue Date	Status	Application No.	Reg. No.
United States of America	Pasteurized refrigerated liquid egg and stable meat product and a method for making such a product	12/20/2006	01/13/2009	Registered	11642345	7476407
United States of America	Color stable meat product for an egg product	12/20/2006	01/13/2009	Registered	11642145	7476409
United States of America	Stable meat product for a food product environment and a method for making such a product	12/20/2006	01/13/2009	Registered	11642164	7476410

TRADEMARKS

I. Canadian Trademarks owned by Animated Brands, LLC:

Country	App Title	Filing Date	Reg. Date	Status	Application No.	Reg. No.
Canada	PETER PAN	09/28/1955	9/30/1960	Registered	232678	TMA119614

II. U.S. Trademarks owned by BEF Foods, Inc.:

Country	App Title	Filing Date	Reg. Date	Status	Application No.	Reg. No.
United States of America	SMARTCUPS	07/11/2013	09/30/2014	Registered	86007578	4614823
United States of America	EGG BEATERS	02/14/1977	09/13/1977	Registered	73115642	1073267
United States of America	EGG BEATERS	07/25/1973	11/05/1974	Registered	72463901	0997653

III. U.S. Trademarks owned by Weetabix Company, LLC:

Country	App Title	Filing Date	Reg. Date	Status	Application No.	Reg. No.
United States of America	Design Only	02/11/2021	01/04/2022	Registered	90524272	6606732

Country	App Title	Filing Date	Reg. Date	Status	Application No.	Reg. No.
	