

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Intellectual Property Security Agreement |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Post Foods, LLC | 02/03/2012 |
| 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 |
| PROPERTY NUMBERS Total: 8 | |
| Property Type | Number |
| Patent Number: | 5403603 |
| Patent Number: | D409355 |
| Patent Number: | D418658 |
| Patent Number: | D444290 |
| Patent Number: | D446905 |
| Patent Number: | 6592920 |
| Patent Number: | 6800310 |
| Patent Number: | 7740894 |
| CORRESPONDENCE DATA | |
| Fax Number: | (714)755-8290 |
| Email: | ipdocket@lw.com |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | |
| Correspondent Name: | Latham & Watkins LLP |
| Address Line 1: | 650 Town Center Drive |
| Address Line 2: | Suite 2000 |

OP \$320.00 5403603

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:

039269-0238

NAME OF SUBMITTER:

Rhonda DeLeon

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 3, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), is made between Post Foods, LLC (the “Grantor”) and Barclays Bank PLC, as Administrative Agent (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, has entered into a Credit Agreement, dated as of February 3, 2012 (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 Barclays Bank PLC, as administrative agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

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 Grantor shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of February 3, 2012, in favor of the Administrative Agent (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain Property, including, without limitation, certain Intellectual Property owned by the Grantor to the Administrative Agent for the ratable benefit of the Secured Parties, and has 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 other applicable Governmental Authorities of the United States or any political subdivision thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Administrative Agent for the ratable 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, however, not including any pending trademark or service application for which an allegation of use under either 15 U.S.C. 1051(c) or 15 U.S.C. 1051(d) has not been filed, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations 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, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

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

(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, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations 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, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (“Copyrights”); and

(d) any and all proceeds of the foregoing.

SECTION 2. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

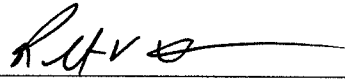
SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by facsimile or other electronic imaging means), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit 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 or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

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.

POST FOODS, LLC

By: 
Name: Robert V. Vitale
Title: Vice President

BARCLAYS BANK PLC,
as Administrative Agent

By: 
Name: Craig J. Malloy
Title: Director

POST FOODS, LLC
INTELLECTUAL PROPERTY SECURITY AGREEMENT

NY:1966585

PATENT
REEL: 027650 FRAME: 0210

COPYRIGHTS

PATENTS

TRADEMARKS

PATENTS - COPYRIGHT

| <u>Owner</u> | <u>Title</u> | <u>Filing Date</u> | <u>Registration Date</u> | <u>Status</u> | <u>Application No.</u> | <u>Registration No.</u> |
|-----------------|---|--------------------|--------------------------|---------------|------------------------|-------------------------|
| Post Foods, LLC | Sugar Bear with Bowl of Cereal Design (retro) | Aug. 11, 2010 | Aug. 11, 2010 | Registered | | VA 1-733-269 |
| Post Foods, LLC | Sugar Bear with Spoon (retro) | Aug. 11, 2010 | Aug. 11, 2010 | Registered | | VA 1-733-275 |
| Post Foods, LLC | Sugar Bear with Spoon and Sweater (retro) | Aug. 11, 2010 | Aug. 11, 2010 | Registered | | VA 1-733-278 |
| Post Foods, LLC | Sugar Bear with "VITAMIN POWERED" Sweater and Cereal Pieces (retro) | Aug. 11, 2010 | Aug. 11, 2010 | Registered | | VA 1-733-291 |
| Post Foods, LLC | Sugar Bear with "SUGAR BEAR" Sweater and Cereal Pieces (retro) | Aug. 11, 2010 | Aug. 11, 2010 | Registered | | VA 1-733-294 |
| Post Foods, LLC | Sugar Bear with "S B" Sweater and Bowl of Cereal | Aug. 11, 2010 | Aug. 11, 2010 | Registered | | VA 1-733-298 |
| Post Foods, LLC | Sugar Bear with "S B" Sweater and Hands on Hips | Aug. 11, 2010 | Aug. 11, 2010 | Registered | | VA 1-733-272 |
| Post Foods, LLC | Sugar Bears on a Unicycle | Aug. 17, 2010 | Aug. 17, 2010 | Registered | | VA 1-733-761 |

| PATENTS | | | | | | | |
|----------------|-----------------|--|--------------------|-------------------|---------------|------------------------|-------------------------|
| <u>Country</u> | <u>Owner</u> | <u>Title</u> | <u>Filing Date</u> | <u>Issue Date</u> | <u>Status</u> | <u>Application No.</u> | <u>Registration No.</u> |
| US | Post Foods, LLC | Cereal Cooker Control Method and Apparatus | Sept. 10, 1993 | Apr. 04, 1995 | Granted | 08/120042 | 5403603 |
| US | Post Foods, LLC | Puffed Cereal Piece | Aug. 18, 1998 | May 11, 1999 | Granted | D/092390 | D409355 |
| US | Post Foods, LLC | Puffed Cereal Piece | Aug. 18, 1998 | Jan. 11, 2000 | Granted | D/092417 | D418658 |
| US | Post Foods, LLC | Five Lobed Puffed Cereal Piece | Oct. 17, 2000 | Jul. 03, 2001 | Granted | D/131240 | D444290 |
| US | Post Foods, LLC | Three Lobed Puffed Cereal Piece | Oct. 17, 2000 | Aug. 28, 2001 | Granted | D/131221 | D446905 |
| US | Post Foods, LLC | Cereal Ingredient Application Process | Jun. 21, 2001 | Jul. 15, 2003 | Granted | 09/886728 | 6592920 |
| US | Post Foods, LLC | Cereal Agglomeration Process and Agglomerated Cereal Product | Aug. 09, 2002 | Oct. 05, 2004 | Granted | 10/215672 | 6800310 |
| US | Post Foods, LLC | Fiber-Containing Rice-Based Cereals and Methods of Preparation | Sept. 06, 2005 | Jun. 22, 2010 | Granted | 11/219928 | 7740894 |

| CountryName | TrademarkName | OwnerName | TrademarkStatus | AppNumber | FileDate | RegNumber | RegDate |
|--------------------------|------------------------------------|-----------------|-----------------|-----------|-------------|-----------|-------------|
| United States of America | POST FAMILY FAVORITES | Post Foods, LLC | Pending | 85/466906 | 08-Nov-2011 | | |
| United States of America | FAMILY FAVORITES | Post Foods, LLC | Pending | 85/466914 | 08-Nov-2011 | | |
| United States of America | ROOTED IN GOODNESS | Post Foods, LLC | Pending | 85/481654 | 28-Nov-2011 | | |
| United States of America | HONEY BUNCHES OF OATS BOOST | Post Foods, LLC | Pending | 85/487032 | 05-Dec-2011 | | |
| United States of America | GRAPE-NUTS | Post Foods, LLC | Registered | 70/031689 | 31-Jan-1898 | 31689 | 14-Jun-1898 |
| United States of America | ALPHA-BITS | Post Foods, LLC | Registered | 72/018424 | 30-Oct-1956 | 649823 | 06-Aug-1957 |
| United States of America | GRAPE-NUTS | Post Foods, LLC | Registered | 77/021886 | 16-Oct-2006 | 3291421 | 11-Sep-2007 |
| United States of America | BLUEBERRY MORNING | Post Foods, LLC | Registered | 74/285179 | 12-Jun-1992 | 1868944 | 20-Dec-1994 |
| United States of America | WHOLE GRAIN CRUNCH | Post Foods, LLC | Registered | 78/505154 | 25-Oct-2004 | 3319631 | 23-Oct-2007 |
| United States of America | CINNA-GRAHAM | Post Foods, LLC | Registered | 77/398280 | 15-Feb-2008 | 3613505 | 28-Apr-2009 |
| United States of America | Design (Waffle Character) | Post Foods, LLC | Registered | 78/271990 | 09-Jul-2003 | 2924364 | 01-Feb-2005 |
| United States of America | Design (Bear) | Post Foods, LLC | Registered | 74/651408 | 24-Mar-1995 | 1956334 | 13-Feb-1996 |
| United States of America | WAFFLE CRISP | Post Foods, LLC | Registered | 74/261057 | 31-Mar-1992 | 2042138 | 04-Mar-1997 |
| United States of America | TOASTIES | Post Foods, LLC | Registered | 71/052075 | 03-Oct-1910 | 80483 | 27-Dec-1910 |
| United States of America | WAFFLICIOUS | Post Foods, LLC | Registered | 75/150616 | 15-Aug-1996 | 2122437 | 16-Dec-1997 |
| United States of America | TRAIL MIX CRUNCH | Post Foods, LLC | Registered | 78/573373 | 23-Feb-2005 | 3392854 | 04-Mar-2008 |
| United States of America | GREAT GRAINS | Post Foods, LLC | Registered | 74/007976 | 01-Dec-1989 | 1658705 | 24-Sep-1991 |
| United States of America | HEALTHY CLASSICS | Post Foods, LLC | Registered | 78/466587 | 12-Aug-2004 | 3105054 | 13-Jun-2006 |
| United States of America | HONEY BUNCHES OF OATS and Design | Post Foods, LLC | Registered | 75/436195 | 18-Feb-1998 | 2293543 | 16-Nov-1999 |
| United States of America | HONEY BUNCHES OF OATS | Post Foods, LLC | Registered | 78/671080 | 15-Jul-2005 | 3111876 | 04-Jul-2006 |
| United States of America | GREAT GRAINS | Post Foods, LLC | Registered | 73/669838 | 02-Jul-1987 | 1506192 | 27-Sep-1988 |
| United States of America | SUGAR BEAR and Design | Post Foods, LLC | Registered | 73/652900 | 03-Apr-1987 | 1474373 | 26-Jan-1988 |
| United States of America | HONEY BUNCHES OF OATS | Post Foods, LLC | Registered | 73/797378 | 02-May-1989 | 1575358 | 02-Jan-1990 |
| United States of America | HONEYCOMB | Post Foods, LLC | Registered | 72/222480 | 01-Jul-1965 | 818779 | 15-Nov-1966 |
| United States of America | SHREDDIES | Post Foods, LLC | Registered | 74/157819 | 16-Apr-1991 | 1870707 | 27-Dec-1994 |
| United States of America | SPOON SIZE | Post Foods, LLC | Registered | 72/214281 | 16-Mar-1954 | 818768 | 15-Nov-1966 |
| United States of America | GRAPE-NUTS O'S | Post Foods, LLC | Registered | 76/095045 | 24-Jul-2000 | 2552027 | 26-Mar-2002 |
| United States of America | GO BIG FOR THE PLANET | Post Foods, LLC | Registered | 85/080197 | 08-Jul-2010 | 3971935 | 31-May-2011 |
| United States of America | SUGAR BEAR and Design | Post Foods, LLC | Registered | 85/105134 | 11-Aug-2010 | 3944004 | 12-Apr-2011 |
| United States of America | HONEY BUNCHES OF OATS JUST BUNCHES | Post Foods, LLC | Registered | 77/224499 | 09-Jul-2007 | 3599296 | 31-Mar-2009 |
| United States of America | TRAIL MIX CRUNCH | Post Foods, LLC | Registered | 77/021879 | 16-Oct-2006 | 3291420 | 11-Sep-2007 |
| United States of America | SPOON-O-GRAM | Post Foods, LLC | Registered | 77/086286 | 19-Jan-2007 | 3550739 | 23-Dec-2008 |
| United States of America | SUGAR BEAR and Design | Post Foods, LLC | Registered | 85/105141 | 11-Aug-2010 | 3944006 | 12-Apr-2011 |
| United States of America | POST SELECTS | Post Foods, LLC | Registered | 75/512780 | 02-Jul-1998 | 2347686 | 02-May-2000 |
| United States of America | POST and Design | Post Foods, LLC | Registered | 73/016074 | 15-Mar-1974 | 1010525 | 13-May-1975 |
| United States of America | SUGAR BEAR and Design | Post Foods, LLC | Registered | 74/478275 | 10-Jan-1994 | 1890039 | 18-Apr-1995 |
| United States of America | ONE SPOONFUL IS ALL IT TAKES | Post Foods, LLC | Registered | 78/972231 | 12-Sep-2006 | 3413522 | 15-Apr-2008 |
| United States of America | POST | Post Foods, LLC | Registered | 72/027201 | 29-Mar-1957 | 655328 | 03-Dec-1957 |
| United States of America | POST EAT 2 LOSE 10 PLAN | Post Foods, LLC | Registered | 78/752363 | 11-Nov-2005 | 3231569 | 17-Apr-2007 |
| United States of America | Design (Honeycomb) | Post Foods, LLC | Registered | 75/640984 | 16-Feb-1999 | 2316631 | 08-Feb-2000 |
| United States of America | SUGAR BEAR and Design | Post Foods, LLC | Registered | 74/651407 | 24-Mar-1995 | 1957823 | 20-Feb-1996 |
| United States of America | ALPHA-BITS | Post Foods, LLC | Registered | 77/288037 | 25-Sep-2007 | 3426646 | 13-May-2008 |
| United States of America | JUST BUNCHES! | Post Foods, LLC | Registered | 77/463149 | 01-May-2008 | 3568555 | 27-Jan-2009 |

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|--------------------------|---|------------------------|------------|-----------|-------------|---------|-------------|
| United States of America | SUGAR BEAR | Post Foods, LLC | Registered | 74/697594 | 06-Jul-1995 | 1991141 | 06-Aug-1996 |
| United States of America | CHERRY ALMOND CRUNCH | Post Foods, LLC | Registered | 77/685008 | 06-Mar-2009 | 3797054 | 01-Jun-2010 |
| United States of America | POST TOASTIES CORN FLAKES | Post Foods, LLC | Registered | 77/778479 | 10-Jul-2009 | 3797438 | 01-Jun-2010 |
| United States of America | POST MINI CINNAMON CHURROS | Post Foods, LLC | Registered | 85/047055 | 25-May-2010 | 3959714 | 10-May-2011 |
| United States of America | POST GRANT FOR GOOD HEALTH and Design | Post Foods, LLC | Registered | 77/943766 | 24-Feb-2010 | 3905675 | 11-Jan-2011 |
| United States of America | BANANA NUT CRUNCH | Post Foods, LLC | Registered | 74/211504 | 08-Oct-1991 | 1811629 | 14-Dec-1993 |
| United States of America | BAKE IN GOOD HEALTH | Post Foods, LLC | Registered | 74/319833 | 01-Oct-1992 | 1771713 | 18-May-1993 |
| United States of America | GOLDEN CRISP | Post Foods, LLC | Registered | 74/265571 | 13-Apr-1992 | 1781609 | 13-Jul-1993 |
| United States of America | GRAPE-NUTS | Post Foods, LLC | Registered | 71/052074 | 03-Oct-1910 | 80492 | 27-Dec-1910 |
| United States of America | GRAPE-NUTS (Stylized) | Post Foods, LLC | Registered | 71/004101 | 03-May-1905 | 51153 | 03-Apr-1906 |
| United States of America | CRANBERRY ALMOND CRUNCH | Post Foods, LLC | Registered | 74/656528 | 05-Apr-1995 | 2041210 | 25-Feb-1997 |
| United States of America | CAN'T GET ENOUGH OF THAT...GOLDEN CRISP | Post Foods, LLC | Registered | 74/565082 | 24-Aug-1994 | 1998677 | 03-Sep-1996 |
| United States of America | POST (Stylized and/or Design) | Post Foods, LLC | Pending | 85/521553 | 20-Jan-2012 | | |
| United States of America | ROCKS YOUR WHOLE MOUTH | Post Foods, LLC | Registered | 85/015655 | 16-Apr-2010 | 4032384 | 27-Sep-2011 |
| United States of America | BOULDERS | Ralcorp Holdings, Inc. | Allowed | 85/117480 | 27-Aug-2010 | | |
| United States of America | POST NATURAL ADVANTAGE | Post Foods, LLC | Registered | 85/310734 | 03-May-2011 | 4082926 | 10-Jan-2012 |
| United States of America | PICK UP A FRESHLY BAKED BOX | Post Foods, LLC | Registered | 78/493340 | 01-Oct-2004 | 3134103 | 22-Aug-2006 |
| United States of America | BOWLS OF HOPE | Post Foods, LLC | Pending | 85/471801 | 14-Nov-2011 | | |