

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4340163

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
NATIONAL PASTEURIZED EGGS, LLC	03/28/2017
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: 2	
Property Type	Number
Patent Number:	6410071
Patent Number:	6692784
CORRESPONDENCE DATA	
Fax Number:	(212)751-4864
<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:	212-906-1216
Email:	angela.amaru@lw.com
Correspondent Name:	LATHAM & WATKINS LLP C/O ANGELA M. AMARU
Address Line 1:	885 THIRD AVENUE
Address Line 2:	SUITE 1000
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:	03/28/2017
Total Attachments: 9	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 28, 2017 (as amended, restated, supplemented or otherwise modified from time to time, this “Intellectual Property Security Agreement”), is made by each of the signatories hereto (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 Amended Credit Agreement referred to below).

WHEREAS, Post Holdings, Inc., a Missouri corporation (the “Borrower”), has entered into an Amended and Restated Credit Agreement, dated as of March 28, 2017 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “Amended Credit Agreement”), which amends and restates the Borrower’s Credit Agreement dated as of January 29, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date thereof), with the banks and other financial institutions and entities from time to time party thereto, and the Administrative Agent.

WHEREAS, Barclays Bank PLC (as successor administrative agent to Wells Fargo Bank, National Association), as administrative agent, the Borrower and the other grantors from time to time thereto were parties to that certain Guarantee and Collateral Agreement, dated as of January 29, 2014 (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 Amended Credit Agreement that the Grantors shall have executed and delivered that certain Amended and Restated Guarantee and Collateral Agreement, dated as of March 28, 2017, in favor of the Administrative Agent (as 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, the Canadian Intellectual Property Office, and any other applicable Governmental Authority or any political subdivision of the United States or Canada, as applicable.

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, (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, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above;

(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) 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), (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, reexaminations and extensions thereof, all improvements thereon, 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) 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 government officer, as applicable, 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.

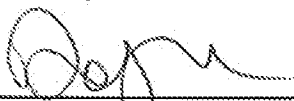
5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Amended Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are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

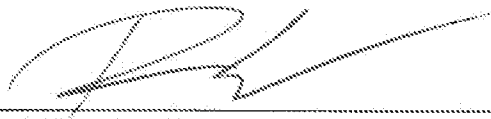
NATIONAL PASTEURIZED EGGS, LLC,
an Illinois limited liability company

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

NATIONAL PASTEURIZED EGGS, INC.,
a Delaware corporation

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

BARCLAYS BANK PLC, as Administrative Agent

By: 

Name: Ritam Bhalla

Title: Director

[Signature Page to Intellectual Property Security Agreement]

PATENT
REEL: 041765 FRAME: 0370

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None.

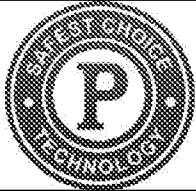



PATENTS





Owner	Country	Title	Application Number Filing Date	Patent Number Issue Date
National Pasteurized Eggs, Inc. and/or National Pasteurized Eggs, LLC	United States	METHOD AND CONTROL SYSTEM FOR CONTROLLING PASTEURIZATION OF IN-SHELL EGGS	09001677 12/31/1997	5993886 11/30/1999
National Pasteurized Eggs, Inc. and/or National Pasteurized Eggs, LLC	United States	METHOD AND APPARATUS FOR CHILLING IN-SHELL EGGS	09001673 12/31/1997	6035647 3/14/2000
National Pasteurized Eggs, Inc. and/or National Pasteurized Eggs, LLC	United States	METHOD OF PREPARING WAXED IN-SHELL EGGS	09001674 12/31/1997	6103284 8/15/2000
National Pasteurized Eggs, Inc. and/or National Pasteurized Eggs, LLC	United States	APPARATUS AND METHODS FOR PASTEURIZING IN-SHELL EGGS	09002244 12/31/1997	6113961 9/5/2000
National Pasteurized Eggs, LLC	United States	METHOD AND CONTROL SYSTEM FOR CONTROLLING PASTEURIZATION	09613510 7/10/2000	6410071 6/25/2002
National Pasteurized Eggs, LLC	United States	PASTEURIZED EGGS	10084444 2/28/2002	6692784 2/17/2004
National Pasteurized Eggs, Inc.	United States	WATER BATH SHELL EGG PASTEURIZATION METHOD	14952126 11/25/2015	9549562 1/24/2017
National Pasteurized Eggs, Inc.	United States	WATER BATH SHELL EGG PASTEURIZATION SYSTEM	14696740 4/27/2015	9314039 4/19/2016
National Pasteurized Eggs, Inc.	United States	SHELL EGG PASTEURIZATION METHOD	12792409 6/2/2010	9289002 3/22/2016
National Pasteurized Eggs, Inc.	United States	SHELL EGG PASTEURIZATION PROCESSES	15170590 6/1/2016	---
National Pasteurized Eggs, Inc.	United States	SHELL EGG PASTEURIZER WITH AUTOMATED CLEAN-IN-PLACE SYSTEM	15153956 5/13/2016	---
National Pasteurized Eggs, Inc.	United States	SHELL EGG PASTEURIZATION USING RADIO FREQUENCY ELECTROMAGNETIC WAVE ENERGY	15145925 5/4/2016	---

Owner	Country	Title	Application Number Filing Date	Patent Number Issue Date
National Pasteurized Eggs, Inc.	United States	PASTEURIZED SHELL EGGS WITH IMPROVED ALBUMEN QUALITY	15140561 4/28/2016	---
National Pasteurized Eggs, Inc.	United States	AUTOMATED WAX SPRAYER SYSTEM FOR CLEAN, WASHED OR PASTEURIZED SHELL EGGS	15141906 4/29/2016	---
National Pasteurized Eggs, Inc.	United States	EDIBLE EMULSION COATING FOR EXTENDED SHELF LIFE	15014353 2/3/2016	---
National Pasteurized Eggs, Inc.	Canada	SHELL EGG PASTEURIZATION SYSTEM AND METHOD	2801308 2/11/2011	2801308 7/19/2016
National Pasteurized Eggs, Inc.	Canada	PROCESS AND APPARATUS FOR PASTEURIZING IN-SHELL EGGS	2708346 12/23/1998	2708346 2/10/2015
National Pasteurized Eggs, Inc.	Canada	APPARATUS AND METHODS FOR PASTEURIZING IN-SHELL EGGS	2316954 12/23/1998	2316954 9/28/2010

TRADEMARKS

Owner	Country	Mark	Application Number Filing Date	Registration Number Registration Date
National Pasteurized Eggs, LLC	United States	P 	87041577 5/18/2016	5162887 3/14/2017
National Pasteurized Eggs, LLC	United States	P 	87041545 5/18/2016	5162886 3/14/2017
National Pasteurized Eggs, LLC	United States	DAVIDSON'S	86925786 3/2/2016	5168064 3/21/2017
National Pasteurized Eggs, LLC	United States	SAFEST CHOICE TECHNOLOGY P	86484944 12/18/2014	5046239 9/20/2016

Owner	Country	Mark	Application Number Filing Date	Registration Number Registration Date
				
National Pasteurized Eggs, LLC	United States	SAFEST CHOICE	86467926 12/1/2014	4777138 7/21/2015
National Pasteurized Eggs, LLC	United States	DAVIDSON'S SAFEST CHOICE P 	86087059 10/9/2013	4646425 11/25/2014
National Pasteurized Eggs, LLC	United States	PASTEURIZED = PEACE OF MIND	86087035 10/9/2013	4661913 12/30/2014
National Pasteurized Eggs, LLC	United States	SAFEEGGS	85967706 6/24/2013	4591321 8/26/2014
National Pasteurized Eggs, LLC	United States	MAKE THE SAFEST CHOICE 	85756854 10/17/2012	4576557 7/29/2014
National Pasteurized Eggs, LLC	United States	MAKE THE SAFEST CHOICE.	85756834 10/17/2012	4576555 7/29/2014
National Pasteurized Eggs, LLC	United States	NATURALLY PASTEURIZED... MADE SAFER	85474727 11/16/2011	4175053 7/17/2012
National Pasteurized Eggs, LLC	United States	DAVIDSON'S SAFEST CHOICE P ALL NATURAL 	85474718 11/16/2011	4175052 7/17/2012
National Pasteurized Eggs, LLC	United States	NATURE'S PERFECT FOOD MADE PERFECTLY SAFE	85152528 10/14/2010	3970643 5/31/2011
National Pasteurized Eggs, LLC	United States	MADE SAFER ... NATURALLY	85138729 9/27/2010	3966045 5/24/2011
National Pasteurized Eggs, LLC	United States	DAVIDSON'S SAFEST CHOICE P PASTEURIZED SHELL EGGS WWW.SAFEEGGS.COM	78695469 8/18/2005	3186176 12/19/2006

Owner	Country	Mark	Application Number Filing Date	Registration Number Registration Date
				
National Pasteurized Eggs, LLC	United States	DAVIDSON'S P 	78695409 8/18/2005	3200868 1/23/2007
National Pasteurized Eggs, LLC	United States	DAVIDSON'S SAFEST CHOICE	78433295 6/10/2004	2970608 7/19/2005
National Pasteurized Eggs, LLC	United States	Design Only 	76032947 4/24/2000	2446452 4/24/2001
National Pasteurized Eggs, LLC	Canada	P SAFEST CHOICE TECHNOLOGY 	1711783 1/21/2015	---
National Pasteurized Eggs, LLC	Canada	SAFEST CHOICE	1730609 6/1/2015	---