

## PATENT ASSIGNMENT COVER SHEET

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| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT              |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                  |
| <b>CONVEYING PARTY DATA</b>   |                             |
| <b>Name</b>   | <b>Execution Date</b>       |
| ELLEN JOHNSTON  | 12/12/2017                  |
| JAMES T. SCHULTZ  | 12/12/2017                  |
| ALAN ERICKSON   | 12/12/2017                  |
| <b>RECEIVING PARTY DATA</b>   |                             |
| <b>Name:</b>  | POST CONSUMER BRANDS, LLC   |
| <b>Street Address:</b>  | 20802 KENSINGTON BOULEVARD  |
| <b>City:</b>  | LAKEVILLE                   |
| <b>State/Country:</b>   | MINNESOTA                   |
| <b>Postal Code:</b>   | 55044                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |                             |
| <b>Property Type</b>  | <b>Number</b>               |
| Application Number:   | 29630252                    |
| <b>CORRESPONDENCE DATA</b>  |                             |
| <b>Fax Number:</b>  | (314)667-3633               |
| <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> |                             |
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| <b>Correspondent Name:</b>  | THOMPSON COBURN LLP         |
| <b>Address Line 1:</b>  | ONE US BANK PLAZA           |
| <b>Address Line 2:</b>  | SUITE 3500                  |
| <b>Address Line 4:</b>  | ST LOUIS, MISSOURI 63101    |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 53807-170925                |
| <b>NAME OF SUBMITTER:</b>   | MATTHEW J. HIMICH           |
| <b>SIGNATURE:</b>   | /matthew j. himich/         |
| <b>DATE SIGNED:</b>   | 12/20/2017                  |
| <b>Total Attachments: 4</b>   |                             |
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| source=Executed_Assignment#page2.tif  |                             |
| source=Executed_Assignment#page3.tif  |                             |



ASSIGNMENT

WHEREAS, Ellen Johnston of 20802 Kensington Boulevard, Lakeville, MN 55044, James T. Schultz of 20802 Kensington Boulevard, Lakeville, MN 55044, and Alan Erickson of 20802 Kensington Boulevard, Lakeville, MN 55044, (ASSIGNOR(S)) has invented certain new and useful improvements for a *Cereal Piece* for which ASSIGNOR(S) has executed an application for Letters Patent in the United States identifying ASSIGNOR(S) as the only inventor(s) thereof (and identified as Thompson Coburn LLP, Docket 53807-170925); and

WHEREAS, Post Consumer Brands, LLC, a limited liability company of Delaware having its principal office and place of business at 20802 Kensington Boulevard, Lakeville, MN 55044, (ASSIGNEE) is desirous of acquiring the entire right, title and interest in and to said invention and improvements as disclosed in said application, in and to said application, and in and to the patent to be obtained thereon.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of all of which are hereby acknowledged, ASSIGNOR(S), hereby assign(s) and transfer(s) unto said ASSIGNEE, its successors or assigns, the entire right, title and interest in and to said invention and improvements as the same are disclosed in said application which was executed by ASSIGNOR(S) herewith preparatory to filing for Letters Patent, in and to said application, and in and to any and all Letters Patent and applications filed therefor, including provisionals, non-provisionals, divisionals, continuations, continuations-in-part, reissues, reexaminations and extensions to be obtained therefor in the United States and all foreign countries, including all priority rights and all rights to claim priority; and ASSIGNOR(S) further agree(s) to cooperate with ASSIGNEE hereunder in the obtaining and sustaining of any and all such Letters Patent as ASSIGNEE may desire to apply for, but at the expense of said ASSIGNEE.

The Commissioner of Patents or other proper official is hereby authorized and requested to issue said Letters Patent to ASSIGNEE in accordance with this ASSIGNMENT.

The undersigned hereby authorizes and requests the attorneys of record in said application(s) to insert in this ASSIGNMENT the serial number, filing date, and date of execution of said application(s).

For said considerations, ASSIGNOR(S) hereby agree(s), upon the request and at the expense of ASSIGNEE, to execute any provisional, non-provisional, divisional, continuation, continuation-in-part or

substitute application for said invention or improvements, and any oath or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application(s), and, in the event of any application or Letters Patent assigned herein becoming involved in any derivation proceeding, interference, or third party challenge, to cooperate to the best of the ability of ASSIGNOR(S) in the matters of preparing and executing any petition, affidavit, or other document relating thereto and giving and producing evidence in support thereof. ASSIGNOR(S) agree(s) to perform, upon request, any affirmative acts to obtain said Letters Patent of the United States or foreign country and vest in said ASSIGNEE all rights therein, whereby said Letters Patent will be held and enjoyed by ASSIGNEE, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by ASSIGNOR(S) if this ASSIGNMENT had not been made.

And for said consideration, ASSIGNOR(S) hereby assign(s) to ASSIGNEE the entire right, title and interest in said invention or improvements for all foreign countries, including all priority rights, and agrees to execute, at the request of ASSIGNEE, all documents in connection with any application for foreign Letters Patent therefor.

AGREED TO AND ACCEPTED BY ASSIGNOR(S):

IN WITNESS WHEREOF, I have hereunto set my hand the 12<sup>th</sup> day of DECEMBER, 2017.

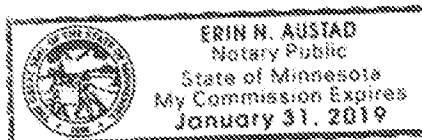
Ellen Johnston  
Ellen Johnston

On this 12<sup>th</sup> day of December, 2017 before me, a Notary Public, within and for the County of Dakota, State of Minnesota, personally appeared Ellen Johnston, to me known to be the person described in and who executed the foregoing assignment and acknowledged that she executed same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the date and year last above written.

Erin Austad  
Notary Public

My Commission Expires: January 31, 2019



IN WITNESS WHEREOF, I have hereunto set my hand the 12 day of December, 2017.

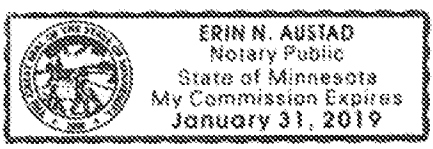
James T. Schultz  
James T. Schultz

On this 12 day of December, 2017 before me, a Notary Public, within and for the County of Dakota, State of Minnesota, personally appeared James T. Schultz, to me known to be the person described in and who executed the foregoing assignment and acknowledged that he executed same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the date and year last above written.

Erin Austad  
Notary Public

My Commission Expires: January 31, 2019



IN WITNESS WHEREOF, I have hereunto set my hand the 12 day of DECEMBER, 2017.

[Signature]  
Alan Erickson

On this 12 day of December 2017 before me, a Notary Public, within and for the County of Dakota, State of Minnesota, personally appeared Alan Erickson, to me known to be the person described in and who executed the foregoing assignment and acknowledged that he executed same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the date and year last above written.

[Signature]  
Notary Public

My Commission Expires: January 31, 2019

