

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5170347

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN PATENTS RECORDED AT R/F: 032141/0604		
CONVEYING PARTY DATA			
Name			Execution Date
BARCLAYS BANK PLC, AS ADMINISTRATIVE AGENT			10/01/2018
RECEIVING PARTY DATA			
Name:	ATTUNE FOODS, LLC		
Street Address:	1335 STRASSNER DRIVE		
City:	BRENTWOOD		
State/Country:	MISSOURI		
Postal Code:	63144		
PROPERTY NUMBERS Total: 1			
Property Type	Number		
Patent Number:	8361528		
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 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	039269-0580		
NAME OF SUBMITTER:	ANGELA M. AMARU		
SIGNATURE:	/S/ Angela M. Amaru		
DATE SIGNED:	10/03/2018		
Total Attachments: 10			
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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”), dated as of October 1, 2018, is made by Barclays Bank plc, as administrative agent for the Secured Parties (in such capacity and together with its successors in such capacity, the “Administrative Agent”), in favor of Attune Foods, LLC, a Delaware, limited liability company, Dakota Growers Pasta Company, Inc., a North Dakota corporation, DNA Dreamfields Company, LLC, a Ohio limited liability company, and Nuts Distributor of America, Inc., a Washington corporation (successor by merger to Golden Boy Portales, LLC) (each, a “Released Grantor” and, together, the “Released Grantors”). Capitalized terms used but not otherwise defined herein have the meanings given to such terms (whether directly or by reference to another agreement or document) in the GCA (as defined below).

WHEREAS, the Released Grantors and the Administrative Agent (as successor to Wells Fargo Bank, National Association) are parties to (1) that certain Amended and Restated Guarantee and Collateral Agreement, dated as of March 28, 2017, in favor of the Administrative Agent (as further amended, restated, supplemented, replaced or otherwise modified from time to time, the “GCA”), which amends and restates that certain Guarantee and Collateral Agreement, dated as of January 29, 2014, and (2) each agreement identified on Schedule A attached hereto, but which respect to each Released Grantor only such agreement(s) to which it is a party (each, an “IP Security Agreement” and, together, the “IP Security Agreements”), in each case, pursuant to which the applicable Released Grantor granted to the Administrative Agent (for the benefit of the Secured Parties) a security interest in all of such Released Grantor’s right, title and interest in and to the following (the “Released IP Collateral”):

(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 divisions, extensions or renewals thereof, including, without limitation, each registration and application identified in Schedule A attached hereto, (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 Released 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 A 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 Released 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 A 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 Released Grantor accruing thereunder or pertaining thereto; and

(d) any and all proceeds of the foregoing; and

WHEREAS, each IP Security Agreement was recorded at the United States Patent and Trademark Office, the United States Copyright Office and/or the Canadian Intellectual Property Office on the date(s) and at the location(s) as specified on Schedule A attached hereto;

WHEREAS, each Released Grantor has been designated an Unrestricted Subsidiary pursuant to Section 6.17 of the Credit Agreement, and therefore all Liens granted by the Released Grantors in the Released IP Collateral have automatically been released pursuant to Section 9.10 of the Credit Agreement; and

WHEREAS, pursuant to Section 9.10 of the Credit Agreement, Post Holdings, Inc. has requested that the Administrative Agent execute and deliver this Release in order to evidence the release of the Administrative Agent's security interest in the Released IP Collateral for recordation at the United States Patent and Trademark Office, the United States Copyright Office and the Canadian Intellectual Property Office.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, without any representation, warranty or recourse of any kind or nature, hereby terminates, releases and discharges its security interest in the Released IP Collateral, and hereby re-assigns, re-transfers and re-conveys to the applicable Released Grantor any and all right, title and interest the Administrative Agent may have in or to the Released IP Collateral.

This Release is applicable solely with respect to the Released Grantors and the Released IP Collateral and to no other Intellectual Property Collateral (as defined in each of the IP Security Agreements) (collectively, the "Retained Collateral"). The Administrative Agent's security interest, liens, rights and interests in the Retained Collateral shall not be, and shall not be deemed to be, impaired, interrupted or otherwise modified in any respect by this Release.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Release to be executed by its duly authorized representative as of the date first above written.

BARCLAYS BANK PLC,
as Administrative Agent

By: 

Name: Ritam Bhalla

Title: Director

[Signature Page to Release of Security Interest in Intellectual Property]

SCHEDULE A

GRANTOR: ATTUNE FOODS, LLC

U.S. TRADEMARKS

Intellectual Property Security Agreement executed January 29, 2014, recorded with the USPTO on January 30, 2014 at Reel 5204, Frame 0651:

Owner	Trademark	Filing Date	Registration Date	Status	Application No.	Registration No.
Attune Foods, LLC	EREWHON	07/03/1972	10/02/1973	Registered		969721
Attune Foods, LLC	AZTEC	08/08/1988	04/25/1989	Registered		1536604
Attune Foods, LLC	EREWHON	03/01/1991	07/21/1992	Registered		1701981
Attune Foods, LLC	EREWHON	03/22/1991	06/16/1992	Registered		1694682
Attune Foods, LLC	SWEET HOME FARM	05/22/1991	11/24/1992	Registered		1735778
Attune Foods, LLC	UNCLE SAM	02/08/1994	02/14/1995	Registered		1878790
Attune Foods, LLC	RICE TWICE	04/07/1995	11/19/1996	Registered		2018382
Attune Foods, LLC	COCOMOTION	04/17/1997	01/19/1999	Registered		2219627
Attune Foods, LLC	PEACE CEREAL	01/23/2002	10/29/2002	Registered		2642793
Attune Foods, LLC	EREWHON	06/19/2006	04/17/2007	Registered		3229842
Attune Foods, LLC	OREGON'S FINEST · EST. 1973 WILLAMETTE VALLEY GRANOLA COMPANY	09/09/2011	06/18/2013	Registered		4354659

After-Acquired Intellectual Property Security Agreement (Tenth Supplemental Filing)
executed July 29, 2016, recorded with the USPTO on August 10, 2016 at Reel 5851, Frame 0159:

Owner	Trademark	Filing Date	Registration Date	Status	Application No.	Registration No.
Attune Foods, LLC	CLEARLY WHOLESOME	10/29/2014	04/26/2016	Registered	86/438,049	4947154

Intellectual Property Security Agreement executed January 29, 2014, recorded with the USPTO on January 30, 2014 at Reel 5204, Frame 0600:

Owner	Trademark	Filing Date	Registration Date	Status	Application No.	Registration No.
Attune Foods, LLC	ATTUNE	04/02/2008	04/23/2013	Registered	77/983289	4324732

After-Acquired Intellectual Property Security Agreement (Third Supplemental Filing)
executed November 26, 2014, recorded with the USPTO on December 2, 2014 at Reel 5410, Frame 0965:

Owner	Trademark	Filing Date	Registration Date	Status	Application No.	Registration No.
Attune Foods, LLC	ATTUNE FOODS	05/26/2013	08/26/2014	Registered	85/970406	4594133

CANADIAN TRADEMARKS

After-Acquired Intellectual Property Security Agreement (Seventh Supplemental Filing)
executed November 17, 2015, recorded with the CIPO on November 30, 2015 at File No. 1741220:

Owner	Trademark	Filing Date	Registration Date	Status	Application No.	Registration No.
Attune Foods, LLC	ATTUNE FOOD GROUP (stylized and/or with design)	8/11/2015	--	Pending	1741220	--

Intellectual Property Security Agreement executed January 29, 2014, recorded with the CIPO on February 7, 2014 at File No. 759916:

Owner	Trademark	Filing Date	Registration Date	Status	Application No.	Registration No.
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Attune Foods, LLC	AZTEC	11/28/1989	01/11/1991	Registered	0645809	TMA378194
Attune Foods, LLC	BARLEY PLUS	12/15/1986	07/15/1988	Registered	0574730	TMA342655
Attune Foods, LLC	EREWHON	01/02/1973	12/14/1973	Registered	0360036	TMA196171
Attune Foods, LLC	EREWHON	07/31/2003	02/16/2005	Registered	1186195	TMA632884
Attune Foods, LLC	PEACE CEREAL	12/05/2005	03/13/2007	Registered	1281982	TMA683523
Attune Foods, LLC	RICE TWICE	05/15/1996	07/29/1997	Registered	0812798	TMA479120
Attune Foods, LLC	UNCLE SAM	07/21/1994	06/30/1995	Registered	0759916	TMA444812

U.S. PATENTS

Intellectual Property Security Agreement executed January 29, 2014, recorded with the USPTO on January 30, 2014 at Reel 032141, Frame 0604:

Owner	Title	Filing Date	Application Number	Issue Date	Patent Number
Attune Foods, LLC	FLAKE CEREAL OR CHIP AND METHOD FOR MAKING SAME	1/29/2008	12021661	1/29/2013	8361528

GRANTOR: DAKOTA GROWERS PASTA COMPANY, INC.

U.S. TRADEMARKS

Intellectual Property Security Agreement executed January 29, 2014, recorded with the USPTO on January 30, 2014 at Reel 5204, Frame 0734:

Owner	Trademark	Filing Date	Registration Date	Status	Application No.	Registration No.
Dakota Growers Pasta Company, Inc.	ZIA BRIOSA	01/15/1997	08/11/1998	Registered		2181434
Dakota Growers Pasta Company, Inc.	DAKOTA GROWERS PASTA CO. DESIGN	04/27/1999	07/24/2001	Registered		2472148
Dakota Growers Pasta Company, Inc.	PASTA SANITA	04/29/2002	04/01/2003	Registered		2702295
Dakota Growers Pasta Company, Inc.	DIABETES FRIENDS FOREVER	11/07/2011	09/10/2013	Registered		4400750
Dakota Growers Pasta Company, Inc.	VEGGIESERVE	01/05/2012	09/10/2013	Registered		4400879

After-Acquired Intellectual Property Security Agreement (First Supplemental Filing) executed May 9, 2014, recorded with the USPTO on May 9, 2014 at Reel 5277, Frame 0322:

Owner	Trademark	Filing Date	Registration Date	Status	Application No.	Registration No.
Dakota Growers Pasta Company, Inc.	WHOLE LOT BETTER	01/09/2013	03/18/2014	Registered		4499305

After-Acquired Intellectual Property Security Agreement (Second Supplemental Filing)
executed August 6, 2014, recorded with the USPTO on August 11, 2014 at Reel 5340, Frame
0616:

Owner	Trademark	Filing Date	Registration Date	Status	Application No.	Registration No.
Dakota Growers Pasta Company, Inc.	DREAMFIELDS DFF DIABETES FRIENDS FOREVER (Stylized w/ Design)	11/07/2011	05/06/2014	Registered		4526171

After-Acquired Intellectual Property Security Agreement (Seventh Supplemental Filing)
executed November 17, 2015, recorded with the USPTO on November 19, 2015 at Reel 5672,
Frame 0843:

Owner	Trademark	Filing Date	Registration Date	Status	Application No.	Registration No.
Dakota Growers Pasta Company, Inc.	PASTA GROWERS	08/18/2015	05/10/2016	Registered	86/728952	4955116

After-Acquired Intellectual Property Security Agreement (Twelfth Supplemental Filing)
executed February 7, 2017, recorded with the USPTO on February 17, 2017 at Reel 5992,
Frame 0102:

Owner	Trademark	Filing Date	Registration Date	Status	Application No.	Registration No.
Dakota Growers Pasta Company, Inc.	PASTA GROWERS	08/03/2015	11/29/2016	Registered	86/713217	5092334

GRANTOR: DNA DREAMFIELDS COMPANY, LLC

U.S. TRADEMARKS

Intellectual Property Security Agreement executed January 29, 2014, recorded with the USPTO on January 30, 2014 at Reel 5204, Frame 0760:

Owner	Trademark	Filing Date	Registration Date	Status	Application No.	Registration No.
DNA Dreamfields Company, LLC	HEALTHY CARB LIVING	03/26/2004	11/18/2008	Registered		3534410
DNA Dreamfields Company, LLC	DREAMFIELDS DF HEALTHY CARB LIVING	08/15/2006	11/20/2007	Registered		3337733
DNA Dreamfields Company, LLC	DREAMFIELDS	10/25/2002	09/06/2005	Registered		2992994

After-Acquired Intellectual Property Security Agreement (Sixth Supplemental Filing) executed August 7, 2015, recorded with the USPTO on August 20, 2015 at Reel 5604, Frame 0342:

Owner	Trademark	Filing Date	Registration Date	Status	Application No.	Registration No.
DNA Dreamfields Company, LLC	PASTAPALOOZA	4/23/2015	11/24/2015	Registered	86/607,359	4,859,539

CANADIAN TRADEMARKS

Intellectual Property Security Agreement executed January 29, 2014, recorded with the CIPO on February 7, 2014 at File No. 1199891:

Owner	Trademark	Filing Date	Registration Date	Status	Application No.	Registration No.
DNA Dreamfields Company, LLC	DREAMFIELDS	12/17/2003	09/24/2008	Registered	1199891	TMA724362

GRANTOR: NUTS DISTRIBUTOR OF AMERICA, INC. (successor by merger to Golden Boy Portales, LLC)

TRADEMARKS

Intellectual Property Security Agreement executed April 18, 2014, recorded with the USPTO on August 24, 2014 at Reel 5267, Frame 0841:

Owner	Trademark	Filing Date	Registration Date	Status	Application No.	Registration No.
Nuts Distributor of America, Inc.	PEANUT BETTER	10/25/1996	03/05/2002	Registered	75/187331	2543652
Nuts Distributor of America, Inc.	REAL FOOD, REAL FAST	04/03/2012	11/06/2012	Registered	85/587432	4237470

COPYRIGHTS

Intellectual Property Security Agreement executed April 18, 2014, recorded with the USCO on April 28, 2014 at Volume 9913 Document Number 648:

Title	Claimant/Owner of Record	Filing Date	Registration Date	Status	Registration No.
Red character	Nuts Distributor of America, Inc.		May 25, 2010	Registered	VA0001721909