

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	After-Acquired Intellectual Property Security Agreement (First Supplemental Filing)		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Attune Foods, LLC		05/28/2013
			LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Administrative Agent		
Street Address:	745 7th Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	public limited company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 7			
	Property Type	Number	Word Mark
	Serial Number:	77682604	FRESH STRAWBERRY CRUNCH
	Serial Number:	77663288	GRANOLA CRISPS
	Serial Number:	77682613	MOUNTAIN BLUEBERRY FLAX
	Serial Number:	85419440	OREGON'S FINEST · EST. 1973 WILLAMETTE V
	Serial Number:	76362596	PEACE CEREAL
	Serial Number:	74168909	SWEET HOME FARM
	Serial Number:	75155337	VALLEY CREEK FARMS
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		

OP \$190.00 77682604

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 039269-0238

NAME OF SUBMITTER: Rhonda DeLeon

Signature: /Rhonda DeLeon/

Date: 06/20/2013

Total Attachments: 8
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AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT

(FIRST SUPPLEMENTAL FILING)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING), dated as of May 28, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "First Supplemental 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, 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 Grantors 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, Attune Foods, LLC became a Grantor under the Guarantee and Collateral Agreement by entering into that certain Assumption Agreement, dated May 28, 2013, in favor of the Administrative Agent;

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain Property, including, without limitation, certain Intellectual Property, including but not limited to After-Acquired Intellectual Property owned by the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties, and have 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, and other applicable Governmental Authorities or any political subdivision thereof of the United States or Canada.

WHEREAS, the Intellectual Property Security Agreement, dated as of February 3, 2012, was recorded against certain United States Intellectual Property at Reel/Frame Nos. 27650/0204, 4709/0854, and V3612 D941.

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

SECTION 1. Grant of Security. Each 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 applications 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 (including, but not limited to, Business Software, as defined in the Intellectual Property Agreement), 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, (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 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. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this First Supplemental 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 First Supplemental 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 First Supplemental 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.

[the next page is the signature page]

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.

ATTUNE FOODS, LLC

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

BARCLAYS BANK PLC, as Administrative Agent

By: _____
Name:
Title:

[Signature page to After-Acquired Intellectual Property Security Agreement]

1910404.1

TRADEMARK
REEL: 005052 FRAME: 0313

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.

ATTUNE FOODS, LLC

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

BARCLAYS BANK PLC, as Administrative Agent

By:  _____
Name: Craig J. Malloy
Title: Director

[Signature page to After-Acquired Intellectual Property Security Agreement]

COPYRIGHTS

None.

PATENTS

Title	Application #	Patent #	Country	Status
FLAKE CEREAL OR CHIP AND METHOD FOR MAKING SAME	12/021,661	8,361,528	US	Issued
FLAKE CEREAL OR CHIP AND METHOD FOR MAKING SAME	13/752,305	n/a	US	Pending
GRANOLA FLAKE CEREAL OR CHIP AND METHOD FOR MAKING SAME	60/887,113	n/a	US	Inactive

TRADEMARKS

Mark Name	Country	Status	Appl. No.	Reg. No.
FRESH STRAWBERRY CRUNCH	US	Registered	77/682,604	3,773,207
GRANOLA CRISPS	US	Registered (Supp Reg)	77/663,288	3,801,316
MOUNTAIN BLUEBERRY FLAX	US	Registered (Supp Reg)	77/682,613	3,726,867
OREGON'S FINEST EST. 1973 WILLAMETTE VALLEY GRANOLA COMPANY & Design (intent-to-use Application)	U.S.	Statement of Use accepted by USPTO on May 10, 2013; application approved for registration; registration will be granted in due course	85/419,440	
PEACE CEREAL	US	Registered	76/362,596	2,642,793
SWEET HOME FARM	US	Registered	74/168,909	1,735,778
VALLEY CREEK FARMS	US	Registered	75/155,337	2,093,069
PEACE CEREAL	CAN	Registered	1281982	TMA683,523