

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	After-Acquired Intellectual Property Security Agreement (Second Supplemental Filing)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Post Foods, LLC		06/28/2013	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: 19

Property Type	Number	Word Mark
Registration Number:	3229842	EREWHON
Registration Number:	3287144	ATTUNE
Registration Number:	3336806	ATTUNE
Registration Number:	3668808	EREWHON STRAWBERRY CRISP
Registration Number:	3316957	NEW MORNING
Registration Number:	3373610	PROBIOTICS GOOD FOR LIFE!
Registration Number:	2694473	NEW MORNING
Registration Number:	2219627	COCOMOTION
Registration Number:	2018382	RICE TWICE
Registration Number:	1878790	UNCLE SAM
Registration Number:	1694682	EREWHON
Registration Number:	1701981	EREWHON
Registration Number:	1536604	AZTEC

OP \$490.00 3229842

Registration Number:	1470855	NEW MORNING
Registration Number:	1459416	FRUIT-E-O'S
Registration Number:	1421349	BARLEY PLUS
Registration Number:	1333486	EREWHON
Registration Number:	1427655	OATIOS
Registration Number:	969721	EREWHON

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	039269-0238
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NAME OF SUBMITTER:	Rhonda DeLeon
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Signature:	/Rhonda DeLeon/
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Date:	07/03/2013
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Total Attachments: 9

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AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT

(SECOND SUPPLEMENTAL FILING)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (SECOND SUPPLEMENTAL FILING), dated as of June 28, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Second 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, 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 Second 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, and the First Supplemental Intellectual Property Security Agreement, dated as of May 28, 2013, was recorded against certain United States Intellectual Property at Reel/Frame Nos. 5052/0308 and 030663/0635.

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 Second 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.

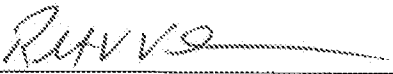
SECTION 4. Governing Law. This Second Supplemental Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Second 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.

POST FOODS, LLC

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

BARCLAYS BANK PLC, as Administrative Agent

By: _____
Name:
Title:

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

COPYRIGHTS

None.

PATENTS

None.

TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Application Filing Date</u>	<u>Date of Registration</u>	<u>App. Ser. Number</u>	<u>Registration Number</u>
Erewhon	US	Registered	06/19/06	04/17/07	78911342	3229842
Attune	US	Registered	06/19/06	08/28/07	78911772	3287144
Attune	US	Registered	02/06/06	11/13/07	78808468	3336806
Erewhon Strawberry Crisp	US	Registered	12/04/08	08/18/09	77626178	3668808
New Morning	US	Registered	03/06/07	10/23/07	77122976	3316957
Attune Probiotics Good for Life and Design	US	Allowed	04/02/08		77438194	
	US	Abandoned	12/04/06	01/22/08	77056704	3373610
New Morning	US	Registered	06/01/00	03/11/03	76061269	2694473
Cocotion	US	Registered	04/17/97	01/19/99	75276894	2219627
Rice Twice	US	Registered	04/07/95	11/19/96	74660270	2018382
Uncle Sam	US	Registered	02/08/94	02/14/95	74488212	1878790
Erewhon	US	Registered	03/22/91	06/16/92	74150127	1694682
Erewhon	US	Registered	03/01/91	07/21/92	74143426	1701981
Aztec	US	Registered	08/08/88	04/25/89	73744842	1536604
New Morning	US	Registered	04/20/87	12/29/87	73656158	1470855
Fruit-E-O'S	US	Registered	07/21/86	09/29/87	73610622	1459416
Barley Plus	US	Registered	06/02/86	12/16/86	73601664	1421349
Erewhon & design	US	Registered	05/21/84	04/30/85	73481103	1333486
Oatios	US	Registered	05/14/84	02/03/87	73480149	1427655
Erewhon	US	Registered	07/03/72	10/02/73	72429054	0969721
Uncle Sam	US	Allowed	04/05/11		85287106	
Attune Foods	US	Published	01/05/11		85210879	
Attune	Canada	Registered	10/02/08	04/08/13	1413119	TMA647858
Attune	EU	Registered	10/02/08	06/26/09	007316185	007316185
Attune	Japan	Registered	10/02/08	10/22/10	2008080468	5362222
Attune Logo	EU	Registered	08/26/08	05/24/09	007230154	007230154

Attune Logo	Japan	Registered	08/26/08	03/27/09	2008069970	5218367
New Morning	Canada	Registered	09/20/07	07/16/10	1364469	TMA772119
Erewhon	Canada	Registered	07/31/03	02/16/05	1186195	TMA632884
Erewhon	Canada	Registered	01/02/1973	12/14/1973	0360036	TMA196171
Barley Plus	Canada	Registered	12/15/86	07/15/88	0574730	TMA342655
Aztec	Canada	Registered	11/28/89	1/11/91	0645809	TMA378194
U.S. Mills	EU	Registered	09/13/96	10/15/98	000357319	000357319
Uncle Sam	Canada	Registered	07/21/94	06/30/95	0759916	TMA444812
Uncle Sam	Mexico	Registered	07/26/94	04/08/97	206490	545881
Uncle Sam	Saudi Arabia	Registered	08/31/94	10/04/96	26318	38569
Rice Twice	Canada	Registered	05/15/96	07/29/97	81279B	TMA479120
Oats Plus	Canada	Registered	01/27/99	08/15/00	1001601	TMA531177