

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Premier Nutrition Corporation		01/29/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Administrative Agent
Street Address:	1700 Lincoln Street
Internal Address:	3rd Floor-MAC C7300-033
City:	Denver
State/Country:	COLORADO
Postal Code:	80203-4500
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3764569	
Registration Number:	3634623	
Registration Number:	3997083	EASY SHOT
Registration Number:	2727656	JOINT JUICE
Registration Number:	2625534	JOINT JUICE
Registration Number:	3992015	JOINT JUICE
Registration Number:	3583391	JOINT JUICE FITNESS
Registration Number:	3649203	JOINT JUICE FITNESS
Registration Number:	3665284	JOINT JUICE FITNESS WATER
Registration Number:	3361126	JOINT WATER
Registration Number:	4029974	KEEP YOUR JOINTS HAPPY AND HEALTHY
Registration Number:	3445168	TWISTED
Registration Number:	3614137	WORKS GREAT. TASTES GREAT.

CH \$365.00 3764569

Serial Number:

85912729

JOINT JUICE

CORRESPONDENCE DATA

Fax Number: 2127514864

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

Phone: 212-906-1200

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:

01/30/2014

Total Attachments: 19

source=Post - IP Security Agreement 039269-0326#page1.tif
source=Post - IP Security Agreement 039269-0326#page2.tif
source=Post - IP Security Agreement 039269-0326#page3.tif
source=Post - IP Security Agreement 039269-0326#page4.tif
source=Post - IP Security Agreement 039269-0326#page5.tif
source=Post - IP Security Agreement 039269-0326#page6.tif
source=Post - IP Security Agreement 039269-0326#page7.tif
source=Post - IP Security Agreement 039269-0326#page8.tif
source=Post - IP Security Agreement 039269-0326#page9.tif
source=Post - IP Security Agreement 039269-0326#page10.tif
source=Post - IP Security Agreement 039269-0326#page11.tif
source=Post - IP Security Agreement 039269-0326#page12.tif
source=Post - IP Security Agreement 039269-0326#page13.tif
source=Post - IP Security Agreement 039269-0326#page14.tif
source=Post - IP Security Agreement 039269-0326#page15.tif
source=Post - IP Security Agreement 039269-0326#page16.tif
source=Post - IP Security Agreement 039269-0326#page17.tif
source=Post - IP Security Agreement 039269-0326#page18.tif
source=Post - IP Security Agreement 039269-0326#page19.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 29, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) and Wells Fargo Bank, National Association, 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 (the “Borrower”), has entered into a Credit Agreement, dated as of January 29, 2014 (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 the Administrative Agent.

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 January 29, 2014, in favor of the Administrative Agent (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “Guarantee and Collateral Agreement”). Capitalized terms used and not defined herein have the meanings given 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 thereof of the United States or Canada.

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 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 divisions, extensions or renewals thereof, including, without limitation, each registration and application identified in Schedule 1, 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, (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, (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.

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 Intellectual Property Security Agreement.

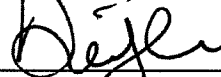
SECTION 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by facsimile or other electronic imaging means), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 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.

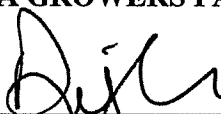
SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are 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.

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: Diedre J. Gray
Title: Secretary

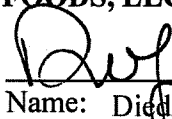
DAKOTA GROWERS PASTA COMPANY, INC.

By: 
Name: Diedre J. Gray
Title: Secretary

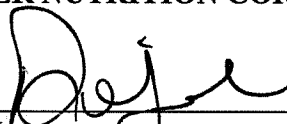
DNA DREAMFIELDS COMPANY, LLC

By: 
Name: Diedre J. Gray
Title: Secretary

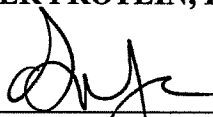
POST FOODS, LLC

By: 
Name: Diedre J. Gray
Title: Secretary

PREMIER NUTRITION CORPORATION

By: 
Name: Diedre J. Gray
Title: Secretary


PREMIER PROTEIN, INC.

By: 
Name: Diedre J. Gray
Title: Secretary

[Signature Page to Intellectual Property Security Agreement]

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent**

By: _____


Name: Daniel R. Van Aken






Title: Director

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005204 FRAME: 0719

TRADEMARKS

Mark	Country	Serial Number Filing Date	Registration Number Registration Date	Grantor
1. SIMPLE INGREDIENTS. SIMPLY MADE.	UNITED STATES	86014832 7/19/2013	---	Post Foods, LLC
2. A SMILE WAITING TO HAPPEN	UNITED STATES	85763840 10/25/2012	4429898 11/5/2013	Post Foods, LLC
3. ALPHA-BITS	UNITED STATES	72018424 10/30/1956	649823 8/6/1957	Post Foods, LLC
4. ALPHA-BITS	UNITED STATES	77288037 9/25/2007	3426646 5/13/2008	Post Foods, LLC
5. ATTUNE	UNITED STATES	77983289 4/2/2008	4324732 4/23/2013	Post Foods, LLC
6. BANANA NUT CRUNCH	UNITED STATES	74211504 10/8/1991	1811629 12/14/1993	Post Foods, LLC
7. BLUEBERRY MORNING	UNITED STATES	74285179 6/12/1992	1868944 12/20/1994	Post Foods, LLC
8. CAN'T GET ENOUGH OF THAT...GOLDEN CRISP	UNITED STATES	74565082 8/24/1994	1998677 9/3/1996	Post Foods, LLC
9. CHERRY ALMOND CRUNCH	UNITED STATES	77685008 3/6/2009	3797054 6/1/2010	Post Foods, LLC
10. CINNA-GRAHAM	UNITED STATES	77398280 2/15/2008	3613505 4/28/2009	Post Foods, LLC
11. CRANBERRY ALMOND CRUNCH	UNITED STATES	74656528 4/5/1995	2041210 2/25/1997	Post Foods, LLC
12. Design Only 	UNITED STATES	75640984 2/16/1999	2316631 2/8/2000	Post Foods, LLC
13. Design Only 	UNITED STATES	78271990 7/9/2003	2924364 2/1/2005	Post Foods, LLC
14. Design Only 	UNITED STATES	74651408 3/24/1995	1956334 2/13/1996	Post Foods, LLC
15. GO BIG FOR THE PLANET	UNITED STATES	85080197 7/8/2010	3971935 5/31/2011	Post Foods, LLC
16. GOLDEN CRISP	UNITED STATES	74265571 4/13/1992	1781609 7/13/1993	Post Foods, LLC

Mark	Country	Serial Number Filing Date	Registration Number Registration Date	Grantor
17. GOOD MORENINGS	UNITED STATES	85571547 3/16/2012	4235408 10/30/2012	Post Foods, LLC
18. GRAPE-NUTS	UNITED STATES	70031689 1/31/1898	31689 6/14/1898	Post Foods, LLC
19. GRAPE-NUTS 	UNITED STATES	71004101 5/3/1905	51153 4/3/1906	Post Foods, LLC
20. GRAPE-NUTS	UNITED STATES	71052074 10/3/1910	80492 12/27/1910	Post Foods, LLC
21. GRAPE-NUTS FIT	UNITED STATES	85606655 4/24/2012	4310581 3/26/2013	Post Foods, LLC
22. GREAT GRAINS	UNITED STATES	74007976 12/1/1989	1658705 9/24/1991	Post Foods, LLC
23. GREAT GRAINS	UNITED STATES	73669838 7/2/1987	1506192 9/27/1988	Post Foods, LLC
24. HONEY BUNCHES OF OATS 	UNITED STATES	75436195 2/18/1998	2293543 11/16/1999	Post Foods, LLC
25. HONEY BUNCHES OF OATS	UNITED STATES	73797378 5/2/1989	1575358 1/2/1990	Post Foods, LLC
26. HONEY BUNCHES OF OATS JUST BUNCHES	UNITED STATES	77224499 7/9/2007	3599296 3/31/2009	Post Foods, LLC
27. HONEYCOMB	UNITED STATES	72222480 7/1/1965	818779 11/15/1966	Post Foods, LLC
28. JUST BUNCHES!	UNITED STATES	77463149 5/1/2008	3568555 1/27/2009	Post Foods, LLC
29. ONE SPOONFUL IS ALL IT TAKES	UNITED STATES	78972231 9/12/2006	3413522 4/15/2008	Post Foods, LLC
30. POST	UNITED STATES	72027201 3/29/1957	655328 12/3/1957	Post Foods, LLC
31. POST 	UNITED STATES	73016074 3/15/1974	1010525 5/13/1975	Post Foods, LLC
32. POST 	UNITED STATES	85521553 1/20/2012	4207832 9/11/2012	Post Foods, LLC
33. POST GRANT FOR GOOD HEALTH 	UNITED STATES	77943766 2/24/2010	3905675 1/11/2011	Post Foods, LLC

Schedule 1-2

NY6130600.4

TRADEMARK
REEL: 005204 FRAME: 0721

Mark	Country	Serial Number Filing Date	Registration Number Registration Date	Grantor
34. POST MINI CINNAMON CHURROS	UNITED STATES	85047055 5/25/2010	3959714 5/10/2011	Post Foods, LLC
35. POST NATURAL ADVANTAGE	UNITED STATES	85310734 5/3/2011	4082928 1/10/2012	Post Foods, LLC
36. POST SELECTS	UNITED STATES	75512780 7/2/1998	2347686 5/2/2000	Post Foods, LLC
37. POST TOASTIES CORN FLAKES	UNITED STATES	77778479 7/10/2009	3797438 6/10/2010	Post Foods, LLC
38. ROCKS YOUR WHOLE MOUTH	UNITED STATES	85015655 4/16/2010	4032384 9/27/2011	Post Foods, LLC
39. SUGAR BEAR 	UNITED STATES	73652900 4/3/1987	1474373 1/26/1988	Post Foods, LLC
40. SUGAR BEAR 	UNITED STATES	74478275 1/10/1994	1890039 4/18/1995	Post Foods, LLC
41. SUGAR BEAR 	UNITED STATES	74651407 3/24/1995	1957823 2/20/1996	Post Foods, LLC
42. SUGAR BEAR	UNITED STATES	74697594 7/6/1995	1991141 8/6/1996	Post Foods, LLC
43. SHREDDIES	UNITED STATES	74157819 4/16/1991	1870707 12/27/1994	Post Foods, LLC
44. S B 	UNITED STATES	85105141 8/11/2010	3944006 4/12/2011	Post Foods, LLC
45. S B 	UNITED STATES	85105134 8/11/2010	3944004 4/12/2011	Post Foods, LLC
46. SPOON-O-GRAM	UNITED STATES	77086286 1/19/2007	3550739 12/23/2008	Post Foods, LLC
47. SPOON SIZE	UNITED STATES	72214281 3/16/1965	818768 11/15/1966	Post Foods, LLC
48. TOASTIES	UNITED STATES	71052075 10/3/1910	80493 12/27/1910	Post Foods, LLC
49. TRAIL MIX CRUNCH	UNITED STATES	78573373 2/23/2005	3392854 3/4/2008	Post Foods, LLC

Mark	Country	Serial Number Filing Date	Registration Number Registration Date	Grantor
50.	WAFFLE CRISP	UNITED STATES 74261057 3/31/1992	2042138 3/4/1997	Post Foods, LLC
51.	WAFFLICIOUS	UNITED STATES 75150616 8/15/1996	2122437 12/16/1997	Post Foods, LLC
52.	APPLE STROODLES	UNITED STATES 74059234 5/15/1990	1665522 11/19/1991	Attune Foods, LLC
53.	ATTUNE	UNITED STATES 78911772 6/19/2006	3287144 8/28/2007	Attune Foods, LLC
54.	ATTUNE	UNITED STATES 78808468 2/6/2006	3336806 11/13/2007	Attune Foods, LLC
55.	AZTEC	UNITED STATES 73744842 8/8/1988	1536604 4/25/1989	Attune Foods, LLC
56.	BANANA O'S	UNITED STATES 74243496 2/5/1992	1756201 3/2/1993	Attune Foods, LLC
57.	BARLEY PLUS	UNITED STATES 73601664 6/2/1986	1421349 12/16/1986	Attune Foods, LLC
58.	COCOMOTION	UNITED STATES 75276894 4/17/1997	2219627 1/19/1999	Attune Foods, LLC
59.	EREWHON	UNITED STATES 78911342 6/19/2006	3229842 4/17/2007	Attune Foods, LLC
60.	EREWHON	UNITED STATES 74150127 3/22/1991	1694682 6/16/1992	Attune Foods, LLC
61.	EREWHON	UNITED STATES 74143426 3/1/1991	1701981 7/21/1992	Attune Foods, LLC
62.	EREWHON 	UNITED STATES 73481103 5/21/1984	1333486 4/30/1985	Attune Foods, LLC
63.	EREWHON	UNITED STATES 72429054 7/3/1972	969721 10/2/1973	Attune Foods, LLC
64.	EREWHON STRAWBERRY CRISP	UNITED STATES 77626178 12/4/2008	3668808 8/18/2009	Attune Foods, LLC
65.	FRESH STRAWBERRY CRUNCH	UNITED STATES 77682604 3/3/2009	3773207 4/6/2010	Attune Foods, LLC
66.	FRUIT-E-O'S	UNITED STATES 73610622 7/21/1986	1459416 9/29/1987	Attune Foods, LLC
67.	GOOD HEALTH BEGINS WITHIN	UNITED STATES 78867343 4/21/2006	3304524 10/2/2007	Attune Foods, LLC
68.	GOOD HEALTH BEGINS WITHIN!	UNITED STATES 78961045 8/25/2006	3370897 1/15/2008	Attune Foods, LLC
69.	GRANOLA CRISPS	UNITED STATES 77663288 2/4/2009	3801316 6/8/2010	Attune Foods, LLC
70.	KEEPS YOUR BODY HUMMING	UNITED STATES 78945697 8/4/2006	3287147 8/28/2007	Attune Foods, LLC
71.	KEEPS YOUR BODY HUMMING	UNITED STATES 78867344 4/21/2006	3292181 9/11/2007	Attune Foods, LLC

Schedule 1-4

NY6130600.4






TRADEMARK
REEL: 005204 FRAME: 0723

Mark	Country	Serial Number Filing Date	Registration Number Registration Date	Grantor
72. MOUNTAIN BLUEBERRY FLAX	UNITED STATES	77682613 3/3/2009	3726867 12/15/2009	Attune Foods, LLC
73. OATIOS	UNITED STATES	73480149 5/14/1984	1427655 2/3/1987	Attune Foods, LLC
74. OREGON'S FINEST · EST. 1973 WILLAMETTE VALLEY GRANOLA COMPANY 	UNITED STATES	85419440 9/9/2011	4354659 6/18/2013	Attune Foods, LLC
75. OUR GREAT TASTE COMES NATURALLY	UNITED STATES	74150034 3/22/1991	1680526 3/24/1992	Attune Foods, LLC
76. PEACE CEREAL	UNITED STATES	76362596 1/23/2002	2642793 10/29/2002	Attune Foods, LLC
77. PROBIOTICS GOOD FOR LIFE!	UNITED STATES	77056704 12/4/2006	3373610 1/22/2008	Attune Foods, LLC
78. RICE TWICE	UNITED STATES	74660270 4/7/1995	2018382 11/19/1996	Attune Foods, LLC
79. SWEET HOME FARM	UNITED STATES	74168909 5/22/1991	1735778 11/24/1992	Attune Foods, LLC
80. U.S. MILLS	UNITED STATES	74178340 6/21/1991	1729653 11/3/1992	Attune Foods, LLC
81. UNCLE SAM	UNITED STATES	74488212 2/8/1994	1878790 2/14/1995	Attune Foods, LLC
82. VALLEY CREEK FARMS	UNITED STATES	75155337 8/21/1996	2093069 9/2/1997	Attune Foods, LLC
83. PREMIER NUTRITION 	UNITED STATES	85281742 3/30/2011	4045222 10/25/2011	Premier Protein, Inc.
84. ODYSSEY SLIM ADVANTAGE	UNITED STATES	78274651 7/15/2003	2899702 11/2/2004	Premier Protein, Inc.
85. SLIM ADVANTAGE	UNITED STATES	78274649 7/15/2003	2906446 11/30/2004	Premier Protein, Inc.
86. ENERGY FOR EVERY DAY	UNITED STATES	85979685 5/16/2012	4408649 9/24/2013	Premier Protein, Inc.
87. TITAN	UNITED STATES	77546130 8/13/2008	3591085 3/17/2009	Premier Protein, Inc.
88. TWISTED 	UNITED STATES	77031785 10/29/2006	3371453 1/22/2008	Premier Protein, Inc.
89. ROCKET SHOT	UNITED STATES	76443882 8/26/2002	2731878 7/1/2003	Premier Protein, Inc.

Schedule 1-5

NY6130600.4





TRADEMARK
REEL: 005204 FRAME: 0724

	Mark	Country	Serial Number Filing Date	Registration Number Registration Date	Grantor
90.	ROCKET SHOT 	UNITED STATES	76443881 8/26/2002	2731877 7/1/2003	Premier Protein, Inc.
91.	PREMIER PROTEIN	UNITED STATES	75919381 2/15/2000	2444257 4/17/2001	Premier Protein, Inc.
92.	PREMIER NUTRITION	UNITED STATES	75824400 10/18/1999	2481535 8/28/2001	Premier Protein, Inc.
93.	PREMIER NUTRITION 	UNITED STATES	76283573 7/12/2001	3080031 4/11/2006	Premier Protein, Inc.
94.	PREMIER PROTEIN	UNITED STATES	85715925 8/29/2012	4417080 10/15/2013	Premier Protein, Inc.
95.	PREMIER PROTEIN	UNITED STATES	85145755 10/5/2010	3996603 7/19/2011	Premier Protein, Inc.
96.	PRO2O	UNITED STATES	77546145 8/13/2008	3839717 8/31/2010	Premier Protein, Inc.
97.	ODYSSEY	UNITED STATES	76497750 1/22/2003	2909608 12/14/2004	Premier Protein, Inc.
98.	JOINT JUICE 	UNITED STATES	85912729 4/23/2013	---	Premier Nutrition Corporation
99.	Design Only 	UNITED STATES	77601548 10/27/2008	3764569 3/23/2010	Premier Nutrition Corporation
100.	Design Only 	UNITED STATES	77601440 10/27/2008	3634623 6/9/2009	Premier Nutrition Corporation
101.	EASY SHOT	UNITED STATES	85188487 12/1/2010	3997083 7/19/2011	Premier Nutrition Corporation
102.	JOINT JUICE	UNITED STATES	76125094 9/7/2000	2727656 6/17/2003	Premier Nutrition Corporation
103.	JOINT JUICE	UNITED STATES	75727560 6/14/1999	2625534 9/24/2002	Premier Nutrition Corporation
104.	JOINT JUICE	UNITED STATES	85017576 4/19/2010	3992015 7/12/2011	Premier Nutrition Corporation
105.	JOINT JUICE FITNESS	UNITED STATES	77975199 11/8/2006	3583391 3/3/2009	Premier Nutrition Corporation

Schedule 1-6

NY\6130600.4

TRADEMARK
REEL: 005204 FRAME: 0725

Mark	Country	Serial Number Filing Date	Registration Number Registration Date	Grantor
106. JOINT JUICE FITNESS	UNITED STATES	77039316 11/8/2006	3649203 7/7/2009	Premier Nutrition Corporation
107. JOINT JUICE FITNESS WATER	UNITED STATES	77558467 8/28/2008	3665284 8/4/2009	Premier Nutrition Corporation
108. JOINT WATER	UNITED STATES	78868696 4/25/2006	3361126 12/25/2007	Premier Nutrition Corporation
109. KEEP YOUR JOINTS HAPPY AND HEALTHY	UNITED STATES	85975492 7/15/2010	4029974 9/20/2011	Premier Nutrition Corporation
110. TWISTED	UNITED STATES	78749431 11/8/2005	3445168 6/10/2008	Premier Nutrition Corporation
111. WORKS GREAT. TASTES GREAT.	UNITED STATES	77522176 7/15/2008	3614137 4/28/2009	Premier Nutrition Corporation
112. VEGGIESERVE 	UNITED STATES	85509742 1/5/2012	4400879 9/10/2013	Dakota Growers Pasta Company, Inc.
113. DIABETES FRIENDS FOREVER	UNITED STATES	85466376 11/7/2011	4400750 9/10/2013	Dakota Growers Pasta Company, Inc.
114. PASTA SANITA	UNITED STATES	76402236 4/29/2002	2702295 4/1/2003	Dakota Growers Pasta Company, Inc.
115. DAKOTA GROWERS PASTA CO. 	UNITED STATES	75692298 4/27/1999	2472148 7/24/2001	Dakota Growers Pasta Company, Inc.
116. ZIA BRIOSA	UNITED STATES	75225819 1/15/1997	2181434 8/11/1998	Dakota Growers Pasta Company, Inc.
117. PASTA GROWERS 	UNITED STATES	74445553 10/12/1993	1920006 9/19/1995	Dakota Growers Pasta Company, Inc.
118. DREAMFIELDS DF HEALTHY CARB LIVING 	UNITED STATES	76664621 8/15/2006	3337733 11/20/2007	DNA Dreamfields Company, LLC
119. DREAMFIELDS	UNITED STATES	76977195 10/25/2002	2992994 9/6/2005	DNA Dreamfields Company, LLC
120. HEALTHY CARB LIVING	UNITED STATES	76583394 3/26/2004	3534410 11/18/2008	DNA Dreamfields Company, LLC

	Mark	Country	Serial Number Filing Date	Registration Number Registration Date	Grantor
121.	CHERRY ALMOND CRUNCH	CANADA	1444277 7/9/2009	---	Post Foods, LLC
122.	GOOD MORENINGS	CANADA	1581567 6/11/2012	---	Post Foods, LLC
123.	GREAT GRAINS	CANADA	1444278 7/9/2009	---	Post Foods, LLC
124.	HONEY BUNCHES OF OATS BOOST	CANADA	1555902 12/12/2011	---	Post Foods, LLC
125.	HONEYCOMB	CANADA	1650221 10/31/2013	---	Post Foods, LLC
126.	MORNING ENERGY	CANADA	1618146 3/13/2013	---	Post Foods, LLC
127.	SHREDDIES	CANADA	1650220 10/31/2013	---	Post Foods, LLC
128.	SUGAR BEAR	CANADA	1650218 10/31/2013	---	Post Foods, LLC
129.	SUGAR CRISP	CANADA	1650219 10/31/2013	---	Post Foods, LLC
130.	COMPLETE ENERGY	CANADA	1595163 9/20/2012	---	Premier Protein, Inc.
131.	PREMIER NUTRITION	CANADA	1552688 11/18/2011	---	Premier Protein, Inc.
132.	PREMIER PROTEIN 	CANADA	1595160 9/20/2012	---	Premier Protein, Inc.
133.	PREMIER PROTEIN	CANADA	1552683 11/18/2011	---	Premier Protein, Inc.
134.	SPOONERS	CANADA	1595159 9/20/2012	---	Premier Protein, Inc.
135.	ALPHA BITS and design 	CANADA	0349295 1/11/1972	TMA186689 11/17/1972	Post Foods, LLC
136.	ALPHA-BITS	CANADA	0243146 11/16/1957	TMA111179 8/15/1958	Post Foods, LLC
137.	BANANA NUT CRUNCH	CANADA	1161930 12/11/2002	TMA606972 4/5/2004	Post Foods, LLC
138.	BANANE ET NOIX CROQUANTES	CANADA	1164605 1/13/2003	TMA606647 3/30/2004	Post Foods, LLC
139.	BEEBOY	CANADA	1459738 11/19/2009	TMA778050 9/24/2010	Post Foods, LLC

Schedule 1-8

NY6130600.4

TRADEMARK
REEL: 005204 FRAME: 0727

	Mark	Country	Serial Number Filing Date	Registration Number Registration Date	Grantor
140.	BISCUIT & DISH DESIGN 	CANADA	0076615 ---	TMDA17815 12/23/1912	Post Foods, LLC
141.	BLEUETS SAUVAGES ET AMANDES CROQUANTES	CANADA	1164604 1/13/2003	TMA611201 5/26/2004	Post Foods, LLC
142.	BOUCHÉES D'AVOINE AU MIEL	CANADA	1236443 11/5/2004	TMA662129 4/4/2006	Post Foods, LLC
143.	BOUCHÉES D'AVOINE AU MIEL & DESIGN 	CANADA	0704370 5/5/1992	TMA421892 1/7/1994	Post Foods, LLC
144.	BOUCHÉES D'AVOINE AU MIEL AVEC AMANDES & DESIGN 	CANADA	0704394 5/5/1992	TMA421894 1/7/1994	Post Foods, LLC
145.	CANNEBERGES ET AMANDES CROQUANTES	CANADA	1164603 1/13/2003	TMA606406 3/29/2004	Post Foods, LLC
146.	CÉRÉALES NUTRITIVES CLASSIQUES	CANADA	1201761 12/16/2003	TMA630256 1/17/2005	Post Foods, LLC
147.	CRANBERRY ALMOND CRUNCH	CANADA	1164606 1/13/2003	TMA606405 3/29/2004	Post Foods, LLC
148.	DATE & RAISIN PECAN CRUNCH	CANADA	1197607 11/20/2003	TMA644062 7/12/2005	Post Foods, LLC
149.	DATTES, RAISINS SECS ET PACANES CROQUANTES	CANADA	1197608 11/20/2003	TMA684169 3/20/2007	Post Foods, LLC
150.	Design Only 	CANADA	0381419 12/16/1974	TMA209826 10/3/1975	Post Foods, LLC
151.	DESIGN ONLY 	CANADA	0704380 5/5/1992	TMA415495 8/13/1993	Post Foods, LLC

	Mark	Country	Serial Number Filing Date	Registration Number Registration Date	Grantor
152.	DESIGN ONLY 	CANADA	1562416 2/2/2012	TMA844187 2/21/2013	Post Foods, LLC
153.	FIBRE WISE THE 100% WAY	CANADA	0683126 5/29/1991	TMA422881 2/4/1994	Post Foods, LLC
154.	FLIP THE FLAP	CANADA	1466616 1/21/2010	TMA854280 7/2/2013	Post Foods, LLC
155.	FREDDIE & EDDIE	CANADA	0576254 1/14/1987	TMA339470 4/22/1988	Post Foods, LLC
156.	GRAPE=NUTS & DESIGN 	CANADA	0990294 ---	NFLD294 5/15/1909	Post Foods, LLC
157.	GRAPE-NUTS	CANADA	0036027 ---	TMDA6932 5/18/1899	Post Foods, LLC
158.	HILLSBOROUGH MILLS	CANADA	0702463 4/3/1992	TMA423669 2/25/1994	Post Foods, LLC
159.	HONEY BUNCHES OF OATS	CANADA	1236442 11/5/2004	TMA660726 3/14/2006	Post Foods, LLC
160.	HONEY BUNCHES OF OATS & DESIGN 	CANADA	0659268 6/5/1990	TMA393169 1/24/1992	Post Foods, LLC
161.	HONEY BUNCHES OF OATS & DESIGN 	CANADA	0659269 6/5/1990	TMA392672 1/10/1992	Post Foods, LLC
162.	HONEYCOMB	CANADA	0287852 3/4/1965	TMA151488 6/16/1967	Post Foods, LLC
163.	MINI-BOLS	CANADA	0629464 4/11/1989	TMA377558 12/21/1990	Post Foods, LLC
164.	MINI-BOWLS	CANADA	0629463 4/11/1989	TMA377557 12/21/1990	Post Foods, LLC
165.	PENSEZ FIBRES: PENSEZ 100%	CANADA	0684830 6/25/1991	TMA422886 2/4/1994	Post Foods, LLC
166.	"POST'S"	CANADA	0188904 12/1/1945	UCA22613 12/1/1945	Post Foods, LLC
167.	POST	CANADA	0239448 2/11/1957	TMA112481 12/12/1958	Post Foods, LLC

Mark	Country	Serial Number Filing Date	Registration Number Registration Date	Grantor
168. POST 100% BRAN	CANADA	1428096 2/17/2009	TMA793360 3/21/2011	Post Foods, LLC
169. POST AND DESIGN 	CANADA	0376833 7/9/1974	TMA206688 4/25/1975	Post Foods, LLC
170. POST BRAN FLAKES	CANADA	0355477 7/24/1972	TMA189518 3/23/1973	Post Foods, LLC
171. POST FRUIT 'N FIBRE	CANADA	0468827 4/23/1981	TMA276547 2/11/1983	Post Foods, LLC
172. POST FRUIT 'N FIBRE	CANADA	469852 ---	TMA280625 06/17/2013	Post Foods, LLC
173. POST SELECTS	CANADA	1162117 12/12/2002	TMA603619 3/1/2004	Post Foods, LLC
174. SHREDDIES	CANADA	0174667 12/5/1938	UCA10934 12/5/1938	Post Foods, LLC
175. SHREDDIES & RAISINS	CANADA	0505976 6/29/1983	TMA297500 11/23/1984	Post Foods, LLC
176. SPOON SIZE	CANADA	0389638 9/12/1975	TMA221186 6/17/1977	Post Foods, LLC
177. SUGAR - CRISP	CANADA	0109264 4/27/1922	TMDA31088 5/17/1922	Post Foods, LLC
178. TROIS TYPES DE NOIX POUR UN VRAI GOÛT DE NOIX	CANADA	0687063 8/1/1991	TMA423592 2/25/1994	Post Foods, LLC
179. WHOLESOME CLASSICS	CANADA	1201759 12/16/2003	TMA630153 1/13/2005	Post Foods, LLC
180. WILD BLUEBERRY ALMOND CRUNCH	CANADA	1161929 12/11/2002	TMA606971 4/5/2004	Post Foods, LLC
181. ATTUNE	CANADA	1413119 10/2/2008	TMA847858 4/8/2013	Attune Foods, LLC
182. AZTEC	CANADA	0645809 11/28/1989	TMA378194 1/11/1991	Attune Foods, LLC
183. BARLEY PLUS	CANADA	0574730 12/15/1986	TMA342655 7/15/1988	Attune Foods, LLC
184. COCOMOTION	CANADA	0861984 11/18/1997	TMA500478 9/11/1998	Attune Foods, LLC
185. EREWHON	CANADA	1186195 7/31/2003	TMA632884 2/16/2005	Attune Foods, LLC
186. EREWHON	CANADA	0360036 1/2/1973	TMA196171 12/14/1973	Attune Foods, LLC
187. OATS PLUS	CANADA	1001601 1/8/1999	TMA531177 8/15/2000	Attune Foods, LLC

	Mark	Country	Serial Number Filing Date	Registration Number Registration Date	Grantor
188.	PEACE CEREAL	CANADA	1281982 12/5/2005	TMA683523 3/13/2007	Attune Foods, LLC
189.	RICE TWICE	CANADA	0812798 5/15/1996	TMA479120 7/29/1997	Attune Foods, LLC
190.	UNCLE SAM	CANADA	0759916 7/21/1994	TMA444812 6/30/1995	Attune Foods, LLC
191.	EASY SHOT	CANADA	1526544 5/5/2011	TMA859992 9/12/2013	Premier Nutrition Corporation
192.	JOINT JUICE	CANADA	1095205 3/7/2001	TMA631064 1/25/2005	Premier Nutrition Corporation
193.	DREAMFIELDS	CANADA	1199891 12/17/2003	TMA724362 9/24/2008	DNA Dreamfields Company LLC

PATENTS

	Title	Country	Application Number Filing Date	Patent Number Grant Date	Grantor
1.	PUFFED CEREAL PIECE	UNITED STATES	29092417 8/18/1998	D418658 1/11/2000	Post Foods, LLC
2.	FIVE LOBED PUFFED CEREAL PIECE	UNITED STATES	29131240 10/17/2000	D444290 7/3/2001	Post Foods, LLC
3.	THREE LOBED PUFFED CEREAL PIECE	UNITED STATES	29131221 10/17/2000	D446905 8/28/2001	Post Foods, LLC
4.	CEREAL COOKER CONTROL METHOD AND APPARATUS	UNITED STATES	08120042 9/10/1993	5403603 4/4/1995	Post Foods, LLC
5.	CEREAL INGREDIENT APPLICATION PROCESS	UNITED STATES	09886728 6/21/2001	6592920 7/15/2003	Post Foods, LLC
6.	CEREAL AGGLOMERATION PROCESS AND AGGLOMERATED CEREAL PRODUCT	UNITED STATES	10215672 8/9/2002	6800310 10/5/2004	Post Foods, LLC
7.	FIBER-CONTAINING RICE-BASED CEREALS AND METHODS OF PREPARATION	UNITED STATES	11219928 9/6/2005	7740894 6/22/2010	Post Foods, LLC
8.	FLAKE CEREAL OR CHIP AND METHOD FOR MAKING SAME	UNITED STATES	12021661 1/29/2008	8361528 1/29/2013	Attune Foods, LLC
9.	FOOD SUPPLEMENT CONTAINING A CARTILAGE SUPPLEMENT	UNITED STATES	09338021 6/22/1999	6391864 5/21/2002	Premier Nutrition Corporation
10.	CARTILAGE ENHANCING FOOD SUPPLEMENTS AND METHODS OF PREPARING THE SAME	UNITED STATES	09598634 6/21/2000	6432929 8/13/2002	Premier Nutrition Corporation
11.	CARTILAGE ENHANCING FOOD SUPPLEMENTS AND METHODS OF PREPARING THE SAME	UNITED STATES	10189664 7/3/2002	7851458 12/14/2010	Premier Nutrition Corporation
12.	CEREAL COOKER CONTROL METHOD AND APPARATUS	CANADA	2129386 8/3/1994	2129386 11/23/2004	Post Foods, LLC
13.	CEREAL INGREDIENT APPLICATION PROCESS AND APPARATUS	CANADA	2387619 5/27/2002	2387619 1/25/2011	Post Foods, LLC
14.	CEREAL AGGLOMERATION PROCESS AND AGGLOMERATED CEREAL PRODUCT	CANADA	2436626 8/6/2003	2436626 2/1/2011	Post Foods, LLC
15.	FIBER-CONTAINING RICE-BASED CEREALS AND METHODS OF PREPARATION	CANADA	2558700 8/30/2006	2558700 6/25/2013	Post Foods, LLC
16.	CARTILAGE ENHANCING FOOD SUPPLEMENTS AND METHODS OF PREPARING THE SAME	CANADA	2377627 6/21/2000	2377627 6/7/2011	Premier Nutrition Corporation

U.S. COPYRIGHTS

	Title	Registration Number	Registration Date	Grantor
1.	Sugar Bear with bowl of cereal.	VA0001733269	8/11/2010	Post Foods, LLC
2.	Sugar Bear with spoon.	VA0001733275	8/11/2010	Post Foods, LLC
3.	Sugar Bear with spoon and sweater.	VA0001733278	8/11/2010	Post Foods, LLC
4.	Sugar Bear with "VITAMIN POWERED" sweater and cereal pieces.	VA0001733291	8/11/2010	Post Foods, LLC
5.	Sugar Bear with "SUGAR BEAR" sweater and cereal pieces.	VA0001733294	8/11/2010	Post Foods, LLC
6.	Sugar Bear with "S B" sweater and bowl of cereal.	VA0001733298	8/11/2010	Post Foods, LLC
7.	Sugar Bear with "S B" sweater and hands on hips.	VA0001733272	8/11/2010	Post Foods, LLC
8.	Sugar Bears on a unicycle.	VA0001733761	8/17/2010	Post Foods, LLC

CANADIAN COPYRIGHTS

None