

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346853

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|---|--|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Barclays Bank PLC, as Administrative Agent | | 07/01/2015 | Public Limited Company: UNITED KINGDOM |
| RECEIVING PARTY DATA | | | |
| Name: | Premier Nutrition Corporation | | |
| Street Address: | 5905 Christie Avenue | | |
| City: | Emeryville | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94608 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4005609 | MUSASHI | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2127514864 | | |
| <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: | 2129061200 | | |
| 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 SIGNED: | 07/06/2015 | | |
| Total Attachments: 4 | | | |
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**RELEASE OF SECURITY INTEREST IN
CERTAIN INTELLECTUAL PROPERTY**

This Release of Security Interest in Certain Intellectual Property (this "Release"), dated as of 1 July, 2015, is made by Barclays Bank plc, as administrative agent for the Lenders and the other Secured Parties (in such capacity and together with its successors in such capacity, the "Administrative Agent"), in favor of Premier Nutrition Corporation (the "Grantor"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Guarantee and Collateral Agreement (as defined below), or if not defined therein, in the Credit Agreement (as defined below).

WHEREAS, Post Holdings, Inc., a Missouri corporation (the "Borrower"), is party to that certain Credit Agreement, dated 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, as a condition precedent to the obligations of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement, the Grantor, along with the other grantors party thereto, 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");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor executed that certain After-Acquired Intellectual Property Security Agreement (Fourth Supplemental Filing), dated as of February 9, 2015 (the "Intellectual Property Security Agreement"), which was recorded with the United States Patent and Trademark Office at Reel/Frame 5462/0900 on February 19, 2015;

WHEREAS, pursuant to the Guarantee and Collateral Agreement and the Intellectual Property Security Agreement, the Grantor granted to Administrative Agent for the benefit of the Secured Parties a security interest in and to all of the Grantor's right, title and interest in and to the following (the "Released Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations:

(a) (i) the trademark registration identified in Schedule A attached hereto and any renewals thereof, (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 then and thereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark 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 the 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; and

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

WHEREAS, the Grantor has informed the Administrative Agent that it intends to Dispose of the Released Collateral and that such Disposition is permitted pursuant to Section 7.05(j) of the Credit Agreement; and

WHEREAS, in reliance upon such information and pursuant to Section 8.15(b) of the Guarantee and Collateral Agreement, the Administrative Agent has agreed to execute and deliver this Release in order to release its security interest in the Released Collateral recorded at the United States Patent and Trademark 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 hereby terminates, releases and discharges all of its security interest in the Released Collateral, without representation, warranty or recourse of any kind or nature.

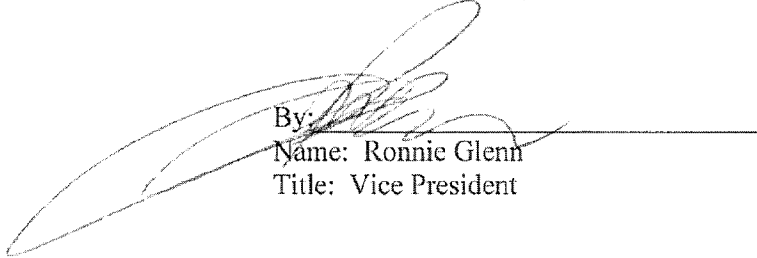
This Release is applicable solely with respect to the Released Collateral and to no other collateral arising under the Guarantee and Collateral Agreement (collectively, the "Retained Collateral"). The Administrative Agent's security interest, liens, rights and interests in the Retained Collateral shall not be, and shall not be deemed to be, impaired, interrupted or otherwise modified in any respect by this Release. The Grantor shall continue to be a Guarantor under the Guarantee and Collateral Agreement.

This Release 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 hereof or the transactions contemplated hereby, unless otherwise expressly set forth herein, shall be governed by, and construed in accordance with, the law of the state of New York.

[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: Ronnie Glenn
Title: Vice President

[Signature page to Release of Security Interest in Certain Intellectual Property]

SCHEDULE A

| Mark Name | /Reg. No. | Appl. Date | Reg. Date |
|-----------|-----------|------------|------------|
| MUSASHI | 4005609 | 15.12.2010 | 02.08.2011 |

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