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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM309601

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Crystal Farms Refrigerated Distribution Company		06/27/2014	CORPORATION: MINNESOTA

### **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: 1**

Property Type	Number	Word Mark
Registration Number:	1620182	WESTFIELD FARMS

### **CORRESPONDENCE DATA**

**Fax Number:** 2127514864

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.

**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 SIGNED:	07/02/2014

**Total Attachments: 17** 

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### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 27, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Intellectual Property Security Agreement</u>"), is made by each of the signatories hereto (collectively, the "<u>Grantors</u>") 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:(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-touse" 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 intentto-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. <u>Recordation</u>. 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. <u>Execution in Counterparts</u>. 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. <u>Conflict Provision</u>. 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.

[Signature Page Follows]

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.

MICHAEL FOODS OF DELAWARE, INC.,
a Delaware corporation
By: QA
Name: Diedse J. Gray
Title: Assistant Secretary
MICHAEL FOODS, INC.,
a Delaware corporation
,
By: White
Name: Diedre J. Gray
Title: Assistant Secretary
CRYSTAL FARMS REFRIGERATED DISTRIBUTION COMPANY, a Minnesota corporation  By:
Name: Diedre V. Gray
Title: Assistant Secretary
WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent
. ***
By:
Name:
Title:

# **COPYRIGHTS**

None.

# **PATENTS**

# **Patents, Patent Applications and Patent Licenses:**

Patents						
<u>Grantor</u>	<u>Title</u>	Country	Patent Number	Application Number	Filing Date	<u>Issue</u> <u>Date</u>
Michael Foods of Delaware, Inc.	Formulation fried egg product	U.S.	7,288,279	10/165,043	06/06/02	10/30/07
Michael Foods of Delaware, Inc.	Formulation and process to prepare a pre-formed filling unit	U.S.	7,241,469	10/161,052	5/30/02	7/10/07
Michael Foods, Inc.	Enhanced precooked egg product and process for formulation of precooked egg products	U.S.	6,814,999	10/322,102	12/17/02	11/09/04
Michael Foods, Inc.	Enhanced precooked egg product and process for formulation of precooked egg products	U.S.	6,524,638	10,063,552	5/02/02	2/25/03
Michael Foods, Inc.	Enhanced precooked egg product and process for formulation of precooked egg products	U.S.	6,475,550	10/026,597	12/18/01	11/5/02
Michael Foods, Inc.	Enhanced precooked egg product and process for formulation of precooked egg products	U.S.	6,413,572	09/644,103	8/23/00	7/02/02
Michael Foods, Inc.	Aqueous extraction process to selectively remove phospholipids from egg yolks	U.S.	6,217,926	09/342,759	6/29/99	4/17/01
Michael Foods of Delaware, Inc.	Formulation and process to prepare a premium formulated fried egg	U.S.	7,338,681	11/150,034	6/10/05	3/04/08
Michael Foods of Delaware, Inc.	Formulation and process to prepare a premium formulated fried egg	U.S.	7,709,039	11/971,011	1/8/08	5/04/10
Michael Foods of Delaware, Inc.	Formulation and process to prepare a premium formulated fried egg	U.S.	7,951,411	11/861/755	09/26/07	05/31/11

making large quantities of pre-cooked eggs having a natural appearance  Michael Foods, Inc. Egg product with particulates  Michael Foods, Inc. Method of preparing egg nuggets  Michael Foods of Delaware, Inc. Formulation and process to prepare a pre-formed filling unit  Michael Foods, Inc. Aqueous extraction process to selectively remove phospholipids from egg yolk  Michael Foods, Inc. Enhanced precooked egg product and process for formulation of precooked egg products  Michael Foods, Inc. Enhanced precooked egg products  Michael Foods, Inc. Enhanced precooked egg products  Michael Foods, Inc. Enhanced precooked egg products	7/27/10  11/16/10  09/27/11  01/24/12  08/23/04  7/4/06
Michael Foods, Inc.  Method of preparing egg nuggets  Michael Foods of Delaware, Inc.  Michael Foods, Inc.  Aqueous extraction process to selectively remove phospholipids from egg yolk  Michael Foods, Inc.  Enhanced precooked egg product and process for formulation of precooked egg products  Michael Foods, Inc.  Methods and devices for automatically making large quantities of pre-cooked	09/27/11 01/24/12 08/23/04
Michael Foods of Delaware, Inc.  Michael Foods, Inc.  Aqueous extraction process to selectively remove phospholipids from egg yolk  Michael Foods, Inc.  Enhanced precooked egg product and process for formulation of precooked egg products  Michael Foods, Inc.  Methods and devices for automatically making large quantities of pre-cooked	01/24/12 08/23/04 7/4/06
Delaware, Inc.  prepare a pre-formed filling unit  Michael Foods, Inc.  Aqueous extraction process to selectively remove phospholipids from egg yolk  Michael Foods, Inc.  Enhanced precooked egg product and process for formulation of precooked egg products  Mexico  222,253  200100231  6/30/99  0  Canada  2,316,622  2316622  8/24/00  7  Michael Foods, Inc.  Methods and devices for automatically making large quantities of pre-cooked	08/23/04 7/4/06
to selectively remove phospholipids from egg yolk  Michael Foods, Inc. Enhanced precooked egg product and process for formulation of precooked egg products  Michael Foods, Inc. Methods and devices for automatically making large quantities of pre-cooked	7/4/06
product and process for formulation of precooked egg products  Michael Foods, Inc. Methods and devices for automatically making large quantities of pre-cooked  Mexico 285,418 2006006695 12/17/04 0	
automatically making large quantities of pre-cooked	04/04/11
appearance	
Michael Foods of Delaware, Inc.  Formulation and process to Delaware, Inc.  By Property 1 (1997) 10 (1997)	07/03/12
Michael Foods, Inc.  Methods for automatically making large quantities of pre-cooked eggs having a natural appearance  Methods for automatically U.S.  8,475,858  12/842,233  7/23/10  0	07/02/13
Patent Applications	
	Filing Date
Michael Foods, Inc. Fruit-vegetable with additive to prevent discoloration U.S. 13/413,957 03/07/1	7/12
Michael Foods, Inc. Fruit/vegetable with additive to retain firmness U.S. 13/414,123 03/07/1	7/12
Michael Foods of Delaware, Inc.  Formulation and process to prepare a premium formulated fried egg  U.S. 13/537,172 06/29/1	/12
Michael Foods, Inc.  Methods and devices for automatically making large quantities of pre-cooked eggs having a natural appearance  Canada  2550364  12/17/0	/04
Michael Foods, Inc. Egg nuggets Canada 2500125 03/10/0	0/05

Michael Foods, Inc.	Food product including fully or partially cooked egg	U.S.	13/839,852	03/15/13
Michael Foods, Inc.	Methods and devices for making pre-cooked eggs having a natural appearance	U.S.	13/931,670	06/28/13
Michael Foods, Inc.	Refrigerated mashed potato product and method of making	U.S.	13/786,088	03/05/13
Michael Foods, Inc.	Refrigerated potato product for making crispy potato and method of making	U.S.	13/786,105	03/05/13

# **TRADEMARKS**

# **Trademarks, Trademark Applications and Trademark Licenses:**

Trademarks						
Owner	Domain Name/Mark	Country	Reg. No.	App. No.	Filing Date	Issue Date
Michael Foods of Delaware, Inc.	ABBOTSFORD FARMS	U.S.	3,551,507	77/370,960	1/14/08	12/23/08
Michael Foods of Delaware, Inc.	ALL DAY CAFÉ	U.S.	3,547,980	77/343,823	12/4/07	12/16/08
Michael Foods of Delaware, Inc.	ALL EGGS	U.S.	3,482,601	77/059210	12/7/06	8/5/2008
Michael Foods of Delaware, Inc.	ALL WHITES and design:	U.S.	3,629,112	77/660,317	1/30/09	5/26/09
	viites					
Michael Foods, Inc.	ALL WHITES	U.S.	2,183,092	75/120,704	6/18/96	8/18/98
Michael Foods of Delaware, Inc.	BETTER DAY	U.S.	4,064,759	85/240,420	2/11/11	11/29/11
Michael Foods of Delaware, Inc.	BETTER 'N EGGS	U.S.	2,070,096	74/161,478	4/29/91	6/10/97
Michael Foods of Delaware, Inc.	BETTER 'N EGGS and design:	U.S.	3,666,496	77/660,332	1/30/09	8/11/09
Michael Foods of Delaware, Inc.	BETTER 'N EGGS PLUS	U.S.	3,804,867	78/544,615	1/10/05	6/15/10

Michael Foods of Delaware, Inc.	BETTER 'N EGGS PLUS and design:	U.S.	3,425,190	77/068,573	12/20/06	5/13/08
Crystal Farms Refrigerated Distribution Company	CACKLEBERRIES	U.S.	1,719,553	74/144,378	3/4/91	9/22/92
Michael Foods of Delaware, Inc.	CAGE FREE and design:	U.S.	3,706,889	77/672,201	2/17/09	11/3/09
Crystal Farms Refrigerated Distribution Company	CHEESE FROM THE HEART OF DAIRY COUNTRY	U.S.	2,973,842	78/305,795	9/26/03	7/19/05
Crystal Farms Refrigerated Distribution Company	CHEESE FROM THE HEART OF DAIRY COUNTRY.	U.S.	4,128,714	85/401,758	8/18/11	04/17/12
Michael Foods, Inc.	CHEF'S OMELETS	U.S.	2,215,004	75/120,777	6/18/96	12/29/98
Michael Foods of Delaware, Inc.	CHOOSE BETTER	U.S.	4,109,779	85/166,036	11/1/10	3/6/12
Michael Foods of Delaware, Inc.	CLUCK	U.S.	1,063,046	73/100,246	9/17/76	4/12/77
Crystal Farms Refrigerated Distribution Company	CRESCENT VALLEY	U.S.	2,698,580	76/296,614	8/7/01	3/18/03
Crystal Farms Refrigerated Distribution Company	CRYSTAL FARMS	U.S.	3,521,836	77/224,904	7/9/07	10/21/08
Crystal Farms Refrigerated Distribution Company	CRYSTAL FARMS	U.S.	3,761,658	77/501,673	6/18/08	3/16/10
Crystal Farms Refrigerated Distribution Company	CRYSTAL FARMS	U.S.	3,761,656	77/501,475	6/18/08	3/16/10

Crystal Farms Refrigerated Distribution Company	CRYSTAL FARMS	U.S.	3,932,757	85/018,638	4/20/10	3/15/11
Crystal Farms Refrigerated Distribution Company	CRYSTAL FARMS SINCE 1926 and design:	U.S.	2,091,007	75/134,310	7/15/96	8/26/97
Crystal Farms Refrigerated Distribution Company	CRYSTAL FARMS and design:	U.S.	3,641,104	77/562,419	9/4/08	6/16/09
Michael Foods of Delaware, Inc.	DANTEX	U.S.	1,481,746	73/675,203	7/30/87	3/22/88
Crystal Farms Refrigerated Distribution Company	DAVID'S DELI	U.S.	1,740,644	74/189,712	7/29/91	12/15/92
Michael Foods of Delaware, Inc.	DEEP CHILL	U.S.	2,069,125	75/080,934	3/29/96	6/10/97
Crystal Farms Refrigerated Distribution Company	"Cracking Egg" design:	U.S.	4,526,810	85/853,004	2/18/13	5/6/14
Michael Foods of Delaware, Inc.	DINER'S CHOICE	U.S.	2,471,488	76/053,445	5/19/00	7/24/01
Michael Foods, Inc.	EASY EGGS	U.S.	3,056,175	78/253,519	5/23/03	1/31/06
Michael Foods of Delaware, Inc.	EASY EGGS	U.S.	1,616,900	74/019,499	1/16/90	10/9/90
Michael Foods of Delaware, Inc.	EASY EGGS	U.S.	3,534,749	77/152,800	4/10/07	11/18/08

Michael Foods of Delaware, Inc.	EASY EGGS and design:	U.S.	3,238,348	78/732,613	10/13/05	5/1/07
Michael Foods of Delaware, Inc.	EAT HEALTHY. BE HEALTHY.	U.S.	3,474,048	78/943,150	8/2/06	7/22/08
Michael Foods of Delaware, Inc.	EGG MATES	U.S.	4,210,144	85/589,053	4/4/2012	9/18/12
Michael Foods of Delaware, Inc.	EGG STARTS	U.S.	4,175,644	85/488,439	12/06/11	7/17/12
Michael Foods of Delaware, Inc.	EGGSTREME	U.S.	2,889,969	76/524,172	06/20/03	09/28/04
Michael Foods of Delaware, Inc.	EMULSA	U.S.	2,705,009	75/889,663	1/6/00	4/8/03
Michael Foods of Delaware, Inc.	EXPLORE BEYOND BREAKFAST	U.S.	3,536,771	77/449,462	4/16/08	11/25/08
Michael Foods of Delaware, Inc.	FRESH ACCENTS	U.S.	4,215,425	85/467,423	11/8/11	9/25/12
Crystal Farms Refrigerated Distribution Company	FRESH FROM CRYSTAL FARMS TO YOUR TABLE	U.S.	3,849,377	77/771,583	6/30/09	9/21/10
Crystal Farms Refrigerated Distribution Company	FRESH FROM CRYSTAL FARMS TO YOUR TABLE and design	U.S.	3,849,375	77/770,991	6/30/09	9/21/10
Michael Foods of Delaware, Inc.	FROM THE HEART OF DAIRY COUNTRY	U.S.	3,389,731	78/504,417	10/22/04	2/26/08
Michael Foods of Delaware, Inc.	FROM THE HEART OF DAIRY COUNTRY	U.S.	3,340,953	78,504,419	10/22/04	11/20/07
Michael Foods of Delaware, Inc.	FROZE 'N READY	U.S.	3,353,511	78/666,489	7/8/05	12/11/07

Michael Foods of Delaware, Inc.	FROZE 'N READY and design:	U.S.	3,349,760	78/732,385	10/13/05	12/4/07
	Froze'n Ready*					
Michael Foods of Delaware, Inc.	HAVE A BETTER DAY!	U.S.	3,538,423	77/379,229	1/24/08	11/25/08
Michael Foods, Inc.	HEADSTART ON HOMEMADE	U.S.	3,096,313	78/238,369	4/16/03	5/23/06
Michael Foods of Delaware, Inc.	HY-TEX	U.S.	1,662,607	74/084,612	8/3/90	10/29/91
Michael Foods, Inc.	LIKE EGGS	U.S.	1,861,424	74/320,753	10/6/92	11/01/94
Michael Foods of Delaware, Inc.	NORTHERN GOLD	U.S.	4,426,484	85/696,116	8/06/12	10/29/13
Michael Foods of Delaware, Inc.	NORTHERN STAR POTATOES and design:  Northern Star	U.S.	3,808,487	77/816,187	8/31/09	6/22/10
Michael Foods of Delaware, Inc.	OVABAKE	U.S.	4,114,835	85/389,999	8/4/11	3/20/12
Michael Foods of Delaware, Inc.	OVAMAY	U.S.	3,013,125	78/387,661	3/19/04	11/8/05
Crystal Farms Refrigerated Distribution Company, Inc.	P PASTEURIZED and design:  Pasteurized	U.S.	2,089,230	75/154,211	8/22/96	8/19/97
Michael Foods of Delaware, Inc.	PAPETTI'S	U.S.	1,609,936	73/799,513	5/12/89	8/14/90
Michael Foods of Delaware, Inc.	PAPETTI'S	U.S.	3,224,492	78/775,071	12/16/05	4/3/07
Michael Foods of Delaware, Inc.	PAPETTI'S and design:	U.S.	3,396,039	78/732,639	10/13/05	3/11/08
Michael Foods of Delaware, Inc.	PIZZERIA	U.S.	3,911,828	77/781,846	7/15/09	1/25/11

Michael Foods of Delaware, Inc.	PLUS+	U.S.	3,547,976	77/341,532	11/30/07	12/16/08
Michael Foods of Delaware, Inc.	PRIMERA	U.S.	2,702,864	75/823,399	10/14/99	04/01/03
Michael Foods of Delaware, Inc.	PRIMERA	U.S.	2,850,363	76/482,505	01/15/03	06/08/04
Michael Foods of Delaware, Inc.	PRIMEGG	U.S.	2,446,294	76/005,058	03/20/00	04/24/01
Michael Foods of Delaware, Inc.	QUICK EGGS	U.S.	4,221,352	85/543,535	2/15/12	10/09/12
Michael Foods, Inc.	QUICK WHITES	U.S.	2,636,526	76/079,126	6/20/00	10/15/02
Crystal Farms Refrigerated Distribution Company	SIGNATURE SELECTIONS	U.S.	3,510,152	78/951,712	8/14/06	9/30/08
Michael Foods, Inc.	SIMPLY EGGS	U.S.	4,424,898	85/864,846	3/1/13	10/29/13
Michael Foods of Delaware, Inc.	SIMPLY-FIED	U.S.	N/A	85/473,312 ITU	11/15/11	N/A
Michael Foods of Delaware, Inc.	SIMPLY MACARONI & CHEESE	U.S.	3,842,412	77/657,781	1/27/09	8/31/10
Michael Foods of Delaware, Inc.	SIMPLY POTATOES	U.S.	2,374,745	75/664,888	3/19/99	8/8/00
Michael Foods of Delaware, Inc.	SIMPLY POTATOES	U.S.	1,596,986	73/768,391	12/9/88	5/15/90
Michael Foods of Delaware, Inc.	SIMPLY POTATOES and design:  Simply Pulatoes	U.S.	3,930,544	77/941,782	2/22/10	3/15/11
Michael Foods of Delaware, Inc.	SIMPLY POTATOES and design:	U.S.	3,930,545	77/941,783	2/22/10	3/15/11
Michael Foods of Delaware, Inc.	SIMPLY POTATOES SIMPLY BETTER	U.S.	3,936,387	77/908,150	1/8/10	3/29/11

Michael Foods of Delaware, Inc.	SIMPLY POTATOES STEAMABLES	U.S.	4,154,498	77/871,860	11/13/09	6/5/12
Michael Foods of Delaware, Inc.	SMART EGGS (new description of goods)	U.S.	4,282,635	85/653,366	6/15/12	1/29/13
Michael Foods of Delaware, Inc.	TABLE READY	U.S.	1,637,708	74/052,611	4/23/90	3/12/91
Michael Foods of Delaware, Inc.	TABLE READY and design:  Table Ready	U.S.	3,450,973	78/732,427	10/13/05	6/17/08
Crystal Farms Refrigerated Distribution Company	WESTFIELD FARMS and design:  Westfield FARMS	U.S.	1,620,182	74/021,025	1/22/90	10/30/90

United States of Ame	erica – Wisconsin					
Crystal Farms	CRYSTAL FARMS	Wisconsin	N/A	5501516	N/A	3/1/95
Refrigerated	REFRIGERATED			(orig. no.)		
Distribution	DISTRIBUTION			5501925		3/23/05
Company	COMPANY			(assigned no.)		
A u4- u 1° u						
Australia	T =	T	1	I	T	T
MFI Food Canada	INOVATECH	Australia	783.011	783.011	1/15/99	10/06/00
Ltd.						
Canada						
Michael Foods of	ABBOTSFORD FARMS	Canada	TMA825,987	1399843	6/6/08	6/11/12
Delaware, Inc.						
Michael Foods of	CHOOSE BETTER	Canada		1525146	4/27/11	
Delaware, Inc.						
Michael Foods of	EASY EGGS	Canada	TMA685688	1285300	12/21/05	4/5/07
Delaware, Inc.						

9

Michael Foods of	EASY EGGS and design:	Canada	TMA854,255	1550745	11/4/11	7/2/13
Delaware, Inc.	EASY EGGS					
Michael Foods, Inc.	EGGSTARTS and design:	Canada	TMA632508	1186196	7/31/03	2/9/05
	EggStarts					
Michael Foods of Delaware, Inc.	FROZE'N READY	Canada	TMA852794	1552213	11/16/11	06/10/13
Michael Foods of Delaware, Inc.	MICHAEL FOODS	Canada	TMA550082	1020849	6/30/99	8/23/01
Michael Foods of Delaware, Inc.	OVAMAY	Canada	TMA674644	1215336	4/23/04	10/12/06
Michael Foods of Delaware, Inc.	PAPETTI'S	Canada	TMA858550	1550747	11/8/11	08/26/13
Michael Foods of Delaware, Inc.	PAPETTI'S and design:	Canada	TMA858551	1550746	11/4/11	08/26/13
	PAPETTIS)					
Michael Foods of Delaware, Inc.	SIMPLY POTATOES	Canada	TMA573913	1029324	9/17/99	1/17/03
Michael Foods of Delaware, Inc.	TABLE READY and design:	Canada	TMA779564	1299792	4/13/06	10/12/10
	(Table Ready					
China						
Crystal Farms Refrigerated Distribution Company	CRYSTAL FARMS	China	6559648	6559648	2/21/08	12/7/09
Crystal Farms Refrigerated Distribution Company	CRYSTAL FARMS SINCE 1926	China	N/A	6606103	3/19/08	N/A
					1	1

Michael Foods of Delaware, Inc.	"EASY EGGS" DESIGN	China	6301895	6301895	9/28/07	10/7/09
Michael Foods of Delaware, Inc.	"PAPETTI'S" DESIGN	China	6792598	6792598	6/19/08	11/21/10

Costa Rica						
Michael Foods, Inc.	PAPETTI'S	Costa Rica	93935	95002	6/7/95	11/22/95
Cuba						
Michael Foods of Delaware, Inc.	FROZE 'N READY	Cuba	20050745	20050745	12/9/05	1/28/08
European Communi	⊥ ty – Community Trademar!	k (CTM)				
Michael Foods of Delaware, Inc.	EASY EGGS	CTM	006435051	006435051	11/5/07	10/3/08
Michael Foods of Delaware, Inc.	OVAMAY	CTM	5512231	5512231	11/30/06	11/13/07
Michael Foods of Delaware, Inc.	PAPETTI'S	СТМ	77479	77479	4/1/96	3/30/98
Hong Kong						
Michael Foods of Delaware, Inc.	"EASY EGGS" DESIGN	Hong Kong	300941931	300941931	8/27/07	8/27/07
Italy						
Michael Foods, Inc.	EASY EGGS	Italy	0674751	UD93- C000156 [Original application]	8/24/93	3/29/96
Japan						
Crystal Farms Refrigerated Distribution Company	CRYSTAL FARMS	Japan	5161413	20085761	1/29/08	8/22/08
Crystal Farms Refrigerated Distribution Company	CRYSTAL FARMS SINCE 1926 and design	Japan	5161412	20085760	1/29/08	8/22/08
Michael Foods of Delaware, Inc.	EASY EGGS	Japan	3297265	H06- 102472	10/7/94	4/25/97
Michael Foods of Delaware, Inc.	FROZE 'N READY	Japan	5002693	200511496	12/7/05	11/10/06

Northern Star Co.	NORTHERN STAR	Japan	3178216	1993- 063349	6/25/93	7/31/96
Michael Foods of Delaware, Inc.	PRIMEX	Japan	5115192	2007045979	05/09/07	02/29/08

Malaysia						
Michael Foods of Delaware, Inc.	"EASY EGGS" DESIGN	Malaysia	07021526	200721526	11/1/07	09/13/12
Mexico			•	•	•	•
Michael Foods of Delaware, Inc.	ALL WHITES	Mexico	1073956	932461	5/8/08	11/26/08
Michael Foods of Delaware, Inc.	BETTER 'N EGGS	Mexico	1140205	932462	5/8/08	1/28/10
Michael Foods of Delaware, Inc.	DANTEX	Mexico	1003918	876316	8/20/07	9/25/07
Michael Foods, Inc.	"EASY EGGS" DESIGN	Mexico	1081870	1164572	4/15/10	6/18/10
Michael Foods of Delaware, Inc.	OVAMAY	Mexico	1003360	875505	8/15/07	9/20/07
Michael Foods of Delaware, Inc.	PAPETTI'S	Mexico	391441	96978	9/25/90	2/28/91
Papetti's Hygrade Egg Products, Inc.	PAPETTI'S	Mexico	392016	392016	9/24/90	9/24/90
Michael Foods of Delaware, Inc.	"PAPETTI'S" DESIGN	Mexico	392016	96856	9/24/90	3/4/91
Papetti's Hygrade Egg Products, Inc.	PAPETTI'S OF MEXICO	Mexico	465929	145369	7/21/92	7/8/94
Papetti's Hygrade Egg Products, Inc.	PURE PRO	Mexico	498944	235793	6/28/95	7/26/95
Michael Foods, Inc.	"TABLE READY" DESIGN	Mexico	1121764	777650	4/17/06	9/22/09
Puerto Rico						
Michael Foods, Inc.	FROZE 'N READY	Puerto Rico	67235	67235	12/23/05	12/23/05
Michael Foods, Inc.	"TABLE READY" DESIGN	Puerto Rico	72073	72073	4/28/06	6/11/08
Singapore						1
Michael Foods of Delaware, Inc.	"EASY EGGS" DESIGN	Singapore	T0717814D	T071784D	8/28/07	4/30/08
Michael Foods of Delaware, Inc.	"EASY EGGS" DESIGN	Taiwan	1338666	096043485	9/11/07	11/16/08
Thailand Michael Foods of Delaware, Inc.	"EASY EGGS" DESIGN	Thailand	TM295311	671684	8/29/07	3/25/09

	Licenses								
Grantor	Grantee	Licensed Item(s)	Term						
Weight Watchers International, Inc.	Michael Foods Group, Inc. and Crystal Farms Refrigerated Distribution Company	Weight Watchers' Endorsement Icon and other registered trademarks of Weight Watchers International, Inc.	October 4, 2012 - December 31, 2015 (potential to renew for three additional years)						
Eggland's Best, LLC	Michael Foods, Inc.	Various trademarks, trade names and services marks owned by Eggland's Best, LLC or related companies	August 1, 2013 – July 31, 2018 (potential to renew for up to 15 additional years)						
American Humane Association	Michael Foods, Inc. and M.G. Waldbaum Company	Various certification marks, used to show production methods meet American Humane standards	December 18, 2013 - December 17, 2014 (renewable from year to year)						
United Egg Producers	Michael Foods, Inc.	UEP Certified logo, used to show eggs contained in product were produced in accordance with program standards	Renews annually (subject to audit to confirm compliance)						

**RECORDED: 07/02/2014**