TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hostess Brands, Inc.	FORMERLY Interstate Bakeries Corporation	06/14/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Silver Point Finance, LLC
Street Address:	2 Greenwich Plaza
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85031183	SMARTWHEAT

CORRESPONDENCE DATA

Fax Number: (212)492-0562
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: menakaplan@paulweiss.com, aashville@paulweiss.com
Correspondent Name: Menachem Kaplan
Address Line 1: 1285 Avenue of the Americas
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	17245026
NAME OF SUBMITTER:	Menachem Kaplan
Signature:	/Menachem Kaplan/
Date:	06/30/2010

CH $40.00 85031183

Total Attachments: 4
source=Hostess First Lien security agreement#page1.tif
source=Hostess First Lien security agreement#page2.tif
source=Hostess First Lien security agreement#page3.tif
source=Hostess First Lien security agreement#page4.tif

FIRST LIEN TRADEMARK SECURITY AGREEMENT

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of June 14, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Silver Point Finance, LLC ("Silver Point"), as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit and Guaranty Agreement, dated as of February 3, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Interstate Bakeries Corporation (n/k/a Hostess Brands, Inc.), Interstate Brands Corporation and IBC Sales Corporation (together, the "Borrowers"), the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and Silver Point, as Collateral Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, all of the Grantors are party to the First Lien Trademark Security Agreement, dated as of February 3, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors in favor of the Collateral Agent for the Lenders and each Secured Party, pursuant to which the Grantors are required to execute and deliver this First Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration, or otherwise) of the Obligations of the Grantor (the "Secured Obligations"), hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"): (i) the trademark application(s) listed in Schedule I hereto, (ii) all registrations, extensions or renewals of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, and (iv) all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit.

Section 3. Security Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in

TRADEMARK
REEL: 004234 FRAME: 0651

the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this First Lien Trademark Security Agreement and the Security Agreement, the provisions of the Security Agreement shall govern.

Section 4. Counterparts. This First Lien Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this First Lien Trademark Security Agreement by facsimile transmission or by electronic transmission shall be as effective as delivery of a manually executed counterpart thereof.

Section 5. Termination. This First Lien Trademark Security Agreement shall terminate upon the termination of the Security Agreement.

Section 6. Governing Law. This First Lien Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted pursuant to this First Lien Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor and Subordination Agreement, dated as of February 3, 2009 (as amended, restated, supplemented, modified or replaced from time to time, the "Intercreditor Agreement"), among General Electric Capital Corporation, as Original Revolving Agent, Silver Point, as Original First Lien Term Loan Agent, Silver Point, as Original Third Lien Term Loan Agent, and The Bank of New York Mellon Trust Company, N.A., as Original Fourth Lien Trustee (all as defined in the Intercreditor Agreement), and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this First Lien Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGE FOLLOWS]

TRADEMARK
REEL: 004234 FRAME: 0652

IN WITNESS WHEREOF, each Grantor has caused this First Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HOSTESS BRANDS, INC.
as Grantor

By: _____
Kent B. Magill
Executive Vice President, General Counsel
and Corporate Secretary

ACCEPTED AND AGREED
as of the date first above written:

SILVER POINT FINANCE, LLC
as Collateral Agent

By: _____
Name: Zachary Zeitlin
Title: Authorized Signatory

TRADEMARK
REEL: 004234 FRAME: 0653

SCHEDULE I
TO
FIRST LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATION(S)

Country	Trademark	Appl. No.	Appl. Date
US	SMARTWHEAT	85031183	5/5/2010