

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hostess Brands, Inc.		05/10/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Sugar Foods Corporation		
Street Address:	950 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	72036551	CUBBISON'S	
Serial Number:	73208404	MRS. CUBBISON'S	
Serial Number:	74063776	MRS. CUBBISON'S RESTAURANT STYLE CROUTONS	
Serial Number:	74285401	MRS. CUBBISON'S STUFFIN' SACK	
Serial Number:	75074209	MRS. CUBBISON'S CORN BREAD STUFFIN'	
Serial Number:	76121962	MRS. CUBBISON'S	
CORRESPONDENCE DATA			
Fax Number:	(617)507-2449		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-426-5553		
Email:	hiebert@samuelsTM.com		
Correspondent Name:	Timothy H. Hiebert		
Address Line 1:	Two International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110-4104		
ATTORNEY DOCKET NUMBER:	SUGAR FOODS CORP		

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TRADEMARK
REEL: 004610 FRAME: 0181

NAME OF SUBMITTER:	Timothy H. Hiebert
Signature:	/Timothy H. Hiebert/
Date:	08/23/2011
Total Attachments: 4 source=ASSIGNMENT TO SFC#page1.tif source=ASSIGNMENT TO SFC#page2.tif source=ASSIGNMENT TO SFC#page3.tif source=ASSIGNMENT TO SFC#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of May 10, 2011 (the "Effective Date") by and between Hostess Brands, Inc., a Delaware corporation ("Assignor") and Sugar Foods Corporation, a New York corporation ("Assignee").

WHEREAS, concurrently with the execution hereof, Assignor, Assignee, Mrs. Cubbison's Foods, Inc., a California corporation ("MCF"), Interstate Brands Corporation, a Delaware corporation ("Brands") and IBC Sales Corporation, a Delaware corporation ("Sales" and, together with Assignor, MCF and Brands, "Sellers") are entering into that certain Acquisition Agreement (the "Agreement"), pursuant to which Sellers are agreeing to sell and assign, and Assignee is agreeing to purchase and acquire, the Acquired Assets (as defined in the Agreement); and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, Assignor's entire right, title and interest in and to certain trademarks included in the Acquired Assets described on Schedule A attached hereto (the "Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

Assignor hereby sells, assigns, transfers, and relinquishes to Assignee, its successors and assigns, and Assignee hereby accepts, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill associated therewith, and all applications and/or registrations therefor, including all of Assignor's rights to sue and recover for damages arising out of or in connection with any and all past, present or future infringements or dilution of or damage to such Trademarks or the associated goodwill, free and clear of all Encumbrances (as defined in the Agreement).

Assignor hereby agrees to execute upon the request of Assignee such additional instruments or documents as are necessary to register and otherwise give full effect to the rights of the Assignee under this Assignment in and to the Trademarks, including all instruments and documents necessary to record in the name of the Assignee the assignment of the Trademarks with the United States Patent and Trademark Office or the corresponding entity in any other country.

This Assignment shall be construed and interpreted in accordance with the Agreement. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Agreement or affect or modify any of the rights or obligations of the parties under the Agreement. In the event of any conflict between the provisions hereof and the provisions of the Agreement, the provisions of the Agreement shall govern and control. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment and the performance hereunder shall be governed by and construed in accordance with the laws of the State of Delaware. This Assignment may be executed in one or more counterparts, and signature pages may be transmitted by facsimile, e-mail or other electronic means, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR

HOSTESS BRANDS, INC.,
a Delaware corporation

By: J. Randall Vance

Name: J. Randall Vance

Title: Sr. Vice President - Finance
& Treasurer

ASSIGNEE

SUGAR FOODS CORPORATION,
a New York corporation

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR

HOSTESS BRANDS, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

ASSIGNEE

SUGAR FOODS CORPORATION,
a New York corporation

By: Martin L. Wilson

Name: Martin L. Wilson

Title: President and CEO

SCHEDULE A

TRADEMARKS

US Trademarks

Mark	Appl. No.	File Date	Reg. No.	Reg. Date	Expiration Date	IC: Goods/Services
MRS. CUBBISON'S	76121962	9/5/2000	2664099	12/17/2002	12/17/2018	CL 030: Salad dressing.
MRS. CUBBISON'S (STYLIZED)	73208404	3/22/1979	1228638	2/22/1983	2/22/2013	CL 030: Dry bread products--namely croutons and dressing (stuffing) mix.
MRS. CUBBISON'S CORN BREAD STUFFIN'	75074209	3/18/1996	2078817	7/15/1997	7/15/2017	CL 030: Cornbread stuffing.
MRS. CUBBISON'S RESTAURANT STYLE CROUTONS (Stylized)	74063776	5/29/1990	1665971	11/26/1991	11/26/2011	CL 030: Croutons.
MRS. CUBBISON'S STUFFIN' SACK	74285401	6/15/1992	1761315	3/30/1993	3/30/2013	CL 016: Disposable sacks for holding stuffing in birds for cooking purposes.
CUBBISON'S	72036551	9/3/1957	671912	12/30/1958	12/30/2018	CL 030: Toast and poultry dressing.

Foreign Trademarks

Country	Mark	Appl. No.	Filing Date	Reg. No.	Reg. Date	Expir/ Renewal Due	Class: Goods/Services
Brazil	MRS. CUBBISON'S	819996530	7/31/1997	819996530	9/28/1999	9/28/2019	Local Class 32:10 (corresponds to International Class 30) Goods: Productos secos de pão, a saber, tornadoas e misturas de recheios e coberturas [dry bread products – namely, croutons and dressing (stuffing) mix]
Mexico	MRS. CUBBISON'S	697341	1/18/2005	874407	3/30/2005	1/18/2015	30 Goods: Aderezo (relleno) de pan tostado y pollo (aves de corral); productos de pan seco, particularmente, cubitos de pan tostado (croutons) y mezcla de aderezo (relleno) [toast and poultry dressing; dry bread products, namely croutons and dressing (stuffing) mix]
Canada	MRS. CUBBISON'S	0708208	6/30/1992	TMA414928	2/3/1993	2/3/2023	No class for Canadian registrations Wares: Toast and poultry dressing; dry bread products, namely, croutons and dressing (stuffing) mix