

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, As Agent		04/10/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Hostess Brands, Inc. (formerly Interstate Bakeries Corporation)
<b>Street Address:</b>	6031 Connection Drive
<b>City:</b>	Irving
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75039
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	2139074	DRAKE'S
Registration Number:	2135953	DEVIL DOGS
Registration Number:	2134517	DEVIL DOGS
Registration Number:	0654219	DRAKE'S
Registration Number:	0728627	FUNNY BONES
Registration Number:	1670414	PASTRY PICK M UPS
Registration Number:	0535134	YANKEE DOODLES
Registration Number:	2135949	RING DINGS
Registration Number:	0927855	SUNNY DOODLES
Registration Number:	2134518	YANKEE DOODLES
Registration Number:	2135950	YANKEEDOODLES
Registration Number:	0896105	YODELS

**CORRESPONDENCE DATA**

OP \$315.00 2139074

Fax Number: 2129537201

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

Phone: (212) 415-9200

Email: ny.trademark@dorsey.com

Correspondent Name: Sandra Edelman, Dorsey & Whitney LLP

Address Line 1: 51 West 52nd Street

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	442064-60
NAME OF SUBMITTER:	Sandra Edelman
Signature:	/se/
Date:	04/17/2013

**Total Attachments: 8**

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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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:
  
In re : Chapter 11
  
:
  
Hostess Brands, Inc., *et al.*,<sup>1</sup> : Case No. 12-22052 (RDD)
  
:
  
Debtors. : (Jointly Administered)
  
:
  
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**SUPPLEMENTAL SHORT-FORM ORDER TO THIS COURT'S ORDER  
(I) AUTHORIZING THE SALE OF CERTAIN ASSETS RELATED TO THE DRAKE'S®  
BRAND FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND  
ENCUMBRANCES AND (II) GRANTING RELATED RELIEF**

This Supplemental Short-Form Order is intended to supplement this Court's **Order (I) Approving The Sale Of Certain Assets Related To The Drake's® Brand Free And Clear Of Liens, Claims, Interest And Encumbrances And (II) Granting Related Relief** (the "**Sale Order**"), of even date herewith, and which is hereby incorporated by reference.<sup>2</sup> This Supplemental Short-Form Order is issued and entered solely for the purpose of McKee Foods recording this Order with the United States Patent and Trademark Office and foreign trademark offices, and constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a).

1. Pursuant to the **Sale Order**, this Court held and determined, among other things, that:
  - A. The Sale Motion was granted and the Sale Transaction was approved as set forth in the Sale Order.
  - B. The Purchase Agreement, all transactions contemplated therein, and all of

<sup>1</sup> The Debtors are the following six entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): Hostess Brands, Inc. (0322), IBC Sales Corporation (3634), IBC Services, LLC (3639), IBC Trucking, LLC (8328), Interstate Brands Corporation (6705) and MCF Legacy, Inc. (0599).

<sup>2</sup> Capitalized terms used herein but not otherwise defined have the meanings given to them in the Sale Order.

the terms and conditions thereof were approved.

C. Pursuant to sections 105 and 363 of the Bankruptcy Code, the Debtors were authorized to perform their obligations under and comply with the terms of the Purchase Agreement and consummate the Sale Transaction, pursuant to and in accordance with the terms and conditions of the Purchase Agreement and the **Sale Order**.

D. Pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code, the Debtors were authorized to transfer the Drake's® Brand, including, without limitation, the trademark registrations listed in Exhibit A, attached hereto, in accordance with the terms of the Purchase Agreement. The Drake's® Brand shall be transferred to McKee Foods, and upon consummation of the Purchase Agreement, such transfer shall (a) be valid, legal, binding and effective; (b) vest McKee Foods with all right, title and interest of the Debtors in the Drake's® Brand; and (c) be free and clear of all Claims, with all Claims that represent interests in property to attach to the net proceeds of the Sale Transaction.

E. Except as otherwise provided in the Purchase Agreement, all persons and entities (and their respective successors and assigns) including, without limitation, all debt security holders, equity security holders, governmental, tax and regulatory authorities, lenders, employees, former employees, pension plans, multiemployer pension plans, labor unions, trade creditors and any other creditors holding Claims, except for Transferred Exceptions, were forever barred, estopped and permanently enjoined from asserting or pursuing such Claims against McKee Foods, its Affiliates, successors or assigns, its property or the Drake's® Brand,

including, without limitation, taking any of the following actions with respect to a Claim: (a) commencing or continuing in any manner any action or other proceeding against McKee Foods, its Affiliates, successors or assigns, assets or properties; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree, or order against McKee Foods, its Affiliates, successors or assigns, assets, or properties; (c) creating, perfecting, or enforcing any liens, claims, encumbrances or other interests against McKee Foods, its successors or assigns, assets or properties; (d) asserting a Claim as a setoff, right of subrogation or recoupment of any kind against any obligation due McKee Foods or its successors or assigns; or (e) commencing or continuing any action in any manner or place that does not comply, or is inconsistent, with the provisions of the Sale Order or the agreements or actions contemplated or taken in respect thereof. No such persons or entities shall assert or pursue against McKee Foods or its Affiliates, successors or assigns any such Claim.

F. As of the Closing, all Claims, including without limitation, the security interests set forth on Exhibit B, attached hereto, have been unconditionally released, discharged and terminated as to McKee Foods and the Drake's® Brand, and that the conveyances and transfers described herein have been effected, and (b) is and shall be binding upon and govern the acts of all entities, including all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal and local officials and all other persons and entities who may be required by operation of law, the duties of their office, or

contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement.

G. If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens* or other documents or agreements evidencing Claims against or in the Debtors or the Drake's® Brand shall not have delivered to the Debtors prior to the Closing of the Sale Transaction, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all interests which the person or entity has with respect to the Debtors or the Drake's® Brand or otherwise, then with regard to the Drake's® Brand that is purchased by McKee Foods pursuant to the Purchase Agreement and the Sale Order (a) the Debtors are hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Drake's® Brand and (b) McKee Foods is hereby authorized to file, register or otherwise record a certified copy of the Sale Order or this Supplemental Short-Form Order , which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Claims against the Drake's® Brand other than the Transferred Exceptions. The Sale Order is deemed to be in recordable form sufficient to be placed in the filing

or recording system of each and every federal, state or local government agency, department or office.

H. Following the Closing of the Sale Transaction, no holder of any Claim (except for any Transferred Exception) shall interfere with McKee Foods' title to or use and enjoyment of the Drake's® Brand based on or related to any such Claim or based on any actions the Debtors may take in their chapter 11 cases.

2. In the event that any provision of this Order is in conflict with the **Sale Order**, the terms of the **Sale Order** shall control.

Dated: April 10, 2013  
White Plains, New York

/s/Robert D. Drain  
HONORABLE ROBERT D. DRAIN  
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

Trademark Registrations



U.S. Registrations

Mark	Registration Number	Registration Date
DRAKE'S AND DESIGN (DRAKE PEEKING THROUGH BANNER) 	2139074	24-Feb-1998
DEVIL DOGS	2135953	10-Feb-1998
DEVIL DOGS (STYLIZED) 	2134517	03-Feb-1998
DRAKE'S	654219	05-Nov-1957
FUNNY BONES	728627	13-Mar-1962
PASTRY PICK M UPS (STYLIZED) <sup>1</sup>	1670414	31-Dec-1991
YANKEE DOODLES (STYLIZED) <sup>2</sup>	0535132	26-Dec-1950
RING DINGS (WORD MARK)	2135949	10-Feb-1998
SUNNY DOODLES	927855	25-Jan-1972
YANKEE DOODLES	2134518	03-Feb-1998
YANKEEDOODLES (STYLIZED) 	2135950	10-Feb-1998
YODELS	896105	04-Aug-1970

<sup>1</sup> This Trademark registration expired.

<sup>2</sup> This Trademark registration expired.

Exhibit B

1. Security Interest granted by Interstate Bakeries Corporation (Assignor) to Silver Point Finance, LLC (Assignee) dated February 3, 2009 and recorded in the United States Patent and Trademark Office ("USPTO") on February 4, 2009 at Reel No. 3930, Frame No. 0065;
2. Security Interest granted by Interstate Bakeries Corporation (Assignor) to General Electric Capital Corporation (Assignee) dated February 3, 2009 and recorded in the USPTO on February 10, 2009 at Reel No. 3933, Frame No. 0456;
3. Security Interest granted by Interstate Bakeries Corporation (Assignor) to Silver Point Finance, LLC (Assignee) dated February 11, 2009 and recorded in the USPTO on February 4, 2009 at Reel No. 3933, Frame No. 0797; and,
4. Security Interest granted by Interstate Bakeries Corporation (Assignor) to The Bank of New York Mellon Trust Company, N.A., (Assignee) dated February 3, 2009 and recorded in the USPTO on February 12, 2009 at Reel No. 3935, Frame No. 0051.