

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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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.		04/11/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	McKee Foods Kingman, Inc.
Street Address:	2675 West Oatman Road
City:	Kingman
State/Country:	ARIZONA
Postal Code:	86413
Entity Type:	CORPORATION: ARIZONA

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: 2124159200

*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:	442064-00001
NAME OF SUBMITTER:	Sandra Edelman
Signature:	/se/
Date:	04/29/2013

**Total Attachments: 7**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

This Assignment of Intellectual Property Assets ("Assignment") is made as of the 11th day of April, 2013, by Hostess Brands, Inc. (the "Company") and Interstate Brands Corporation ("IBC") (IBC and the Company referred to singularly as "Assignor" and collectively as "Assignors") in favor of McKee Foods Kingman, Inc. ("Assignee")

### Premises

- A. Assignors, Assignee and McKee Foods Corporation entered into that certain Asset Purchase Agreement dated as of January 28, 2013 (the "Asset Purchase Agreement").
- B. Capitalized terms used but not defined herein shall have the meanings set forth in the Asset Purchase Agreement.
- C. The word "including" or any variation thereof means "including, without limitation" and will not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.
- D. Assignors are engaged in the Business, and own certain Intellectual Property relating to the Business.
- E. Pursuant to the Asset Purchase Agreement, Assignors have agreed to sell, transfer, convey and deliver to Assignee all of Assignors' right, title and interest in, to and under the Purchased Intellectual Property, including the Purchased Intellectual Property set forth on Exhibit A attached hereto and incorporated by reference herein, among other Purchased Assets, in exchange for the consideration set forth in the Asset Purchase Agreement;

NOW, THEREFORE, in consideration of the premises, which are incorporated herein, the consideration set forth in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee agree as follows:

1. Assignors hereby sell, transfer, assign, convey and deliver, and Assignee hereby purchases, acquires and accepts from the applicable Assignor, all of each Assignor's right, title and interest in, to and under the Purchased Intellectual Property, including all the goodwill associated with and symbolized by such Purchased Intellectual Property and all rights of action for past, present and future infringement of any of the Purchased Intellectual Property, free and clear of all Liens (other than those created by the Purchaser and attaching upon the consummation of the transfer of the Purchased Assets and other than Transferred Exceptions) and Excluded Liabilities.
2. This Assignment is being executed and delivered pursuant and subject to the Asset Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, defeat, limit, alter, impair, enhance or enlarge any right, obligation, claim or remedy created by the Asset

Purchase Agreement. In the event of any conflict or inconsistency between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

3. Assignors authorize and request all government agencies, authorities and officials and all other issuing authorities, including without limitation the respective Commissioners for Trademarks and Patents and the Register of Copyrights, upon request by Assignee, to record and register this Assignment and to issue any and all copyright and trademark registrations and any patents relating to or derived from the Purchased Intellectual Property, to Assignee as assignee of the entire right, title and interest in and to the Purchased Intellectual Property. Without limiting the foregoing, Assignors shall cooperate with Assignee, and with reasonable instructions of Assignee, in order to effectuate the transfer of domain name registrations set forth on Exhibit A, including by corresponding with any relevant domain name registry operator or its accredited registrars to authorize the transfer of the domain name registrations and executing any documentation required by such operators or registrars.

4. This Assignment shall inure to the benefit of Assignee and its successors and assigns, and shall be binding on each Assignor and its successors and assigns.

5. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignors and Assignee have, by their duly authorized respective officers, executed this Assignment as of April 11, 2013.

**ASSIGNORS:**


HOSTESS BRANDS, INC.

By:  \_\_\_\_\_

Name: Gregory F. Rayburn

Title: Chief Executive Officer

INTERSTATE BRANDS CORPORATION

By:  \_\_\_\_\_

Name: Gregory F. Rayburn

Title: Chief Executive Officer & President

**ASSIGNEE:**

MCKEE FOODS KINGMAN, INC.

By: \_\_\_\_\_

Name: Barry S. Patterson

Title: Chief Financial Officer

IN WITNESS WHEREOF, the Assignors and Assignee have, by their duly authorized respective officers, executed this Assignment as of April 11, 2013.

**ASSIGNORS:**

HOSTESS BRANDS, INC.

By: \_\_\_\_\_

Name: Gregory F. Rayburn

Title: Chief Executive Officer

INTERSTATE BRANDS CORPORATION

By: \_\_\_\_\_

Name: Gregory F. Rayburn

Title: Chief Executive Officer & President

**ASSIGNEE:**

MCKEE FOODS KINGMAN, INC.

By:  \_\_\_\_\_

Name: Barry S. Patterson

Title: Chief Financial Officer

**EXHIBIT A**




**Intellectual Property**

**Recipes**

<b>Pkg Desc</b>	<b>Net Wt Oz</b>	<b>UPC</b>
DRAK COFE CK CLUB ECON PK 12 PK CTN P2	27	4126125002
DRAK RNGDNG CLUB ECON PK 24 PK CTN P2	32.4	4126125003
DRAK DVLDG CLUB ECON PK 16 PK CTN P2	25.6	4126125005
DRAK YNK DDL 3 PK FILM P2	3	4126125010
DRAK FNYBONZ 3PK FILM P2	3.75	4126125012
DRAK SNY DDL 3 PK FILM P2	3	4126125015
DRAK COFE CK 1 PK FILM P2	2.25	4126125065
DRAK DVLDG 2PK FILM P2	3.2	4126125104
DRAK PIE APL 4 OZ PIE PPR P2	4	4126125110
DRAK PIE CHERRY 4.0 OZ PIE PPR P2	4	4126125127
DRAK RNGDNG 2 PK FILM P2	2.7	4126125140
DRAK YODL 3 PK FILM P2	3.3	4126125160
DRAK ALL BTR PNDCK 1 PK FILM P2	2.5	4126125180
DRAK YODL 10 PK CTN P2	11	4126125223
DRAK RNGDNG FMLY PK 10 PK CTN P2	13.5	4126125248
DRAK SNY DDL 12 PK CTN P2	12	4126125279
DRAK YNK DDL 12 PK CTN P2	12	4126125282
DRAK COFE CK 10 PK CTN P2	11.5	4126125314
DRAK DVLDG CLASSIC 8 PK CTN P2	12.8	4126125354
DRAK FNYBONZ 10 PK CTN P2	12.5	4126125370
DRAK PIE APL 8 PK CTN P2	16	4126125380
DRAK PIE CHERRY 8PK CTN P2	16	4126125392
DRAK DVLDG LF 8 PK CTN P2	12.8	4126125460
DRAK LF COFE CK LIT 10 PK CTN P2	11.5	4126125470

**Registered Trademarks**

**(a) 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



**(b) International Registrations & Pending Applications**

Country	Trademark	Reg. Date	Reg. No.
Canada	DEVIL DOGS	16-Jun-1995	444060

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

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



Country	Trademark	Reg. Date	Reg. No.
Canada	DRAKE'S AND DESIGN (DRAKE ON A RIBBON) 	29-Mar-1996	456287
Canada	PASTRY PICK-M-UPS AND DESIGN 	31-Jan-1992	393475
Canada	PASTRY PICK-M-UPS (WORD MARK)	28-Jun-1991	386200
Canada	RING DING (WORD MARK)	02-Sep-1994	432635
Canada	SUNNY DOODLES	16-Jun-1995	444061
Mexico	DRAKE'S	27-May-2009	1102685
Mexico	DRAKE'S <sup>3</sup>	28-Aug-2000	668581

(c) Internet Domain Names

drakesbakeryoutlets.com  
drakescake.biz  
drakescake.com  
drakescake.info  
drakescake.net  
drakescake.org  
drakescake.us

<sup>3</sup> This Trademark registration expired; it was replaced by Mexico Trademark Registration No. 1102685.