

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Great American Life Insurance Company		08/13/2013	CORPORATION:
Great American Insurance Company		08/13/2013	CORPORATION:

RECEIVING PARTY DATA

Name:	Old HB, Inc.
Street Address:	12 East Armour Boulevard
City:	Kansas City
State/Country:	MISSOURI
Postal Code:	64111
Entity Type:	CORPORATION: DELAWARE

Name:	Interstate Brands Corporation
Street Address:	12 East Armour Boulevard
City:	Kansas City
State/Country:	MISSOURI
Postal Code:	64111
Entity Type:	CORPORATION: DELAWARE

Name:	IBC Sales Corporation
Street Address:	12 East Armour Boulevard
City:	Kansas City
State/Country:	MISSOURI
Postal Code:	64111
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark

Registration Number:	1220211	EMPEROR NORTON 1853 ORIGINAL
Registration Number:	1219342	EMPEROR NORTON

CORRESPONDENCE DATA

Fax Number: 2122253999
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 2122252294
Email: mprunella@cgsh.com
Correspondent Name: Cleary Gottlieb Steen & Hamilton LLP
Address Line 1: One Liberty Plaza
Address Line 2: Megan Prunella, Esq.
Address Line 4: New York, NEW YORK 10006

NAME OF SUBMITTER:	Megan Prunella
Signature:	/Megan Prunella/
Date:	08/21/2013

Total Attachments: 14
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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re : Chapter 11
Hostess Brands, Inc., *et al.*,¹ : Case No. 12-22052 (RDD)
Debtors. : (Jointly Administered)
-----X

**ORDER, PURSUANT TO
SECTIONS 105, 363 AND 365 OF THE BANKRUPTCY
CODE, APPROVING PROCEDURES TO SELL OR TRANSFER
CERTAIN *DE MINIMIS* ASSETS, FREE AND CLEAR OF LIENS, CLAIMS
AND ENCUMBRANCES, AND TO PAY MARKET RATE BROKER COMMISSIONS
IN CONNECTION WITH SUCH SALES WITHOUT FURTHER COURT APPROVAL**

This matter coming before the Court on the Motion of Debtors and Debtors in Possession, Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, for an Order Approving Procedures to Sell or Transfer Certain *De Minimis* Assets, Free and Clear of Liens, Claims and Encumbrances, and to Pay Market Rate Broker Commissions in Connection With Such Sales Without Further Court Approval (Docket No. 263) (the "Motion"),² filed by the debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors"); and the Court having reviewed the Motion and having considered the statements of counsel with respect to the Motion at the February 21, 2012 hearing before the Court (the "Hearing"); and there being no opposition to the requested relief; and the Court having found that (a) the Court

¹ 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).

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.



has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b), (c) notice of the Motion and the Hearing was sufficient under the circumstances, (d) a sound business purpose exists to grant the relief requested herein and (e) there is good cause to waive the fourteen-day stay imposed by Bankruptcy Rules 6004(h) and 6006(d),

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.
2. The Debtors are authorized to consummate, subject to any requisite consents required pursuant to the terms of the DIP Financing Agreement, but without further Court approval, sales of real and personal property outside of the ordinary course of business when the purchase price for a sale is \$4 million or less for each transaction or in the aggregate for a related series of transactions and the sale is not to an insider of the Debtors (the "De Minimis Assets"). Any sales of De Minimis Assets shall be free and clear of all liens, claims and encumbrances, with any such liens, claims and encumbrances attaching to the net sale proceeds with the same force, validity, priority, perfection and effect as such liens had on the property immediately prior to the sale. All such sales shall be subject to the Sale Notice Procedures (as such term is defined below) and other terms of this Order set forth below.
3. The Debtors hereby are authorized to pay, without further Court approval, market rate broker commissions (the "Broker Commissions") and auction fees (the "Auction Fees" and, together with the Broker Commissions, the "Commissions") for non-insider brokers and auctioneers utilized in connection with any sales of De Minimis Assets upon satisfaction of the disclosure requirements provided herein.
4. Sales of De Minimis Assets for consideration that is less than \$750,000 may be consummated by the Debtors without further notice and hearing, so long as any requisite



consents required pursuant to the terms of the DIP Financing Agreement in connection with the sale have been obtained; however, for such sales, the Debtors shall comply with the reporting requirements described in paragraph 4(h), below. Sales of De Minimis Assets for more than \$750,000 but less than \$4 million are approved subject to the following notice procedures (the "Sale Notice Procedures"):

- (a) The Debtors shall give notice (the "Sale Notice") of each proposed sale (the "Proposed Sale") to (i) the U.S. Trustee; (ii) counsel to the Debtors' postpetition lenders; (iii) counsel to General Electric Capital Corporation, as agent under the Revolving Credit Agreement; (iv) counsel to Silver Point Finance, LLC, as agent under the First Lien Term Loan Agreement and Third Lien Term Loan Agreement; (v) counsel to The Bank of New York Mellon Trust Company, as indenture trustee under the Indenture; (vi) counsel to the Creditors' Committee; (vii) if applicable, the non-Debtor counterparties to all executory contracts or unexpired leases that the Debtors propose to assume, assume and assign or reject in connection with such sale; (viii) any other known holder of a lien, claim or encumbrance against the specific property to be sold; (ix) any labor union that represents employees whose employment may be adversely affected by the Proposed Sale; and (x) the proposed purchaser or transferee (the "Proposed Purchaser") and any other person or entity on the Special Service List under the Administrative Order pursuant to Rule 1015(c) of the Federal Rules of Bankruptcy Procedures, Establishing Case Management and Scheduling Procedures (collectively, the "Sale Notice Parties").

The Sale Notice will be served on the Sale Notice Parties by facsimile or e-mail, if possible, and by overnight mail. The Sale Notice shall specify (i) the assets to be sold; (ii) the identity of the Proposed Purchaser (including a statement that the Proposed Purchaser is not an "insider" as defined in Section 101(31) of the Bankruptcy Code); (iii) the proposed sale price; (iv) a copy of any documentation executed in contemplation of the transaction; (v) an affidavit of the broker, if any, pursuant to Rule 2014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), that identifies the broker, the amount of the Commission, and that contains the disclosures required by Bankruptcy Rule 2014; (vi) the Debtors' estimate of the fair market value of the assets, if available; (vii) a brief description of the circumstances surrounding the sale process; and (viii) a statement as to whether such sale(s) will impact any of the Debtors' operating facilities.

In addition, any Sale Notice shall specify: (i) the identities of any parties holding or asserting liens or other interests or potential interests in the



property; (ii) the executory contracts and unexpired leases, if any, that the applicable Debtor or Debtors propose to be assumed, assumed and assigned or rejected as part of the Proposed Sale; (iii) for any assumption or assumption and assignment of an executory contract or unexpired lease, the amounts required to cure any defaults pursuant to section 365(b) of the Bankruptcy Code (collectively, the "Cure Claims"), and a statement regarding the adequate assurance of future performance by the purchaser or transferee, consistent with section 365 of the Bankruptcy Code. The Debtors may, but are not required to, file a copy of the Sale Notice with the Court.

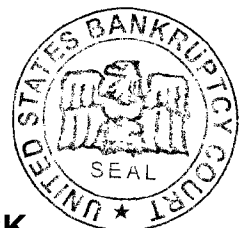
- (b) The Sale Notice Parties shall have until 5:00 p.m. (prevailing New York Time) on the seventh business day following the service of the Sale Notice (the "Objection Deadline") to object to the Proposed Sale and the payment of any Commissions. Any such objection (an "Objection") must be: (i) made in writing, stating the objection with specificity; and (ii) filed with the Court and served on counsel to the Debtors and the other Sale Notice Parties so as to be received by the Objection Deadline. The Objection Deadline and required service addresses shall be identified in the Sale Notice.
- (c) If (i) no Objection is properly filed and served by the Objection Deadline and (ii) the Debtors have obtained any requisite consent required pursuant to the DIP Financing Agreement in connection with the sale, the Debtors shall be authorized, without further notice and without further Court approval, to: (i) consummate the sale of the De Minimis Assets in accordance with the terms and conditions of the underlying contract or contracts and (ii) take such other actions as are necessary to close the transaction and collect the proceeds of such sale, including, without limitation, payment of any Commissions, and assumption, assumption and assignment or rejection of the executory contracts and unexpired leases.
- (d) If a Sale Notice Party files and serves an Objection to the Proposed Sale by the Objection Deadline, the Debtors and such objecting party shall use good faith efforts to resolve the objection consensually. If the Debtors and the objecting Sale Notice Party are unable to resolve the objection, the Debtors shall not consummate the proposed transaction without first obtaining Court approval of such Proposed Sale, including the payment of any Commissions, upon notice and a hearing; provided, however, that, with the agreement of the Proposed Purchaser, the Debtors may consummate any portion of the Proposed Sale that is not a subject of the Objection or prohibited by the DIP Financing Agreement.
- (e) Any valid and enforceable liens on the property to be sold shall attach to the net proceeds of the Proposed Sale in the same priority as existed prior to such sale and subject to any claims and defenses that the Debtors may possess with respect thereto. Net sale proceeds shall be utilized by the



Debtors in accordance with the terms of the DIP Financing Agreement, the Interim DIP Order, the Final DIP Order or such other financing arrangements as are in effect at the time.

- (f) To the extent that a competing bid is received for the purchase of De Minimis Assets in a particular Proposed Sale after service of the Sale Notice that, in the Debtors' sole discretion in the exercise of their business judgment, materially exceeds the value of the purchase price contained in the Sale Notice, then the Debtors may file and serve an amended Sale Notice for the Proposed Sale to the subsequent bidder pursuant to the Sale Notice Procedures, even if the proposed purchase price exceeds the Sale Cap.
- (g) The relevant Debtor or Debtors may consummate a Proposed Sale prior to the expiration of the applicable Objection Deadline if the Debtor or Debtors obtain each Notice Party's written consent to the Proposed Sale. The applicable Proposed Sale, including the assumption, assumption and assignment or rejection of executory contracts and unexpired leases proposed in connection with the sale, shall be deemed final and fully authorized by the Court upon either (i) the expiration of the Objection Deadline without the assertion of any Objections or (ii) the written consent of all Notice Parties.
- (h) For sales of De Minimis Assets for consideration that is greater \$200,000, but less than \$750,000, and not described in a Sale Notice, the Debtors shall, on March 30, 2012 and on the last business day of each calendar month thereafter, file and serve upon counsel to the Creditors' Committee a report containing the following information regarding such sales made during the prior calendar month: (i) a description of the assets actually sold; (ii) the buyer(s) that consummated each sale; (iii) the total consideration actually received; (iv) the Debtors' estimate of the fair market value of the assets, if available; and (v) a brief description of the circumstances surrounding the sale process.

5. Upon the closing of a sale or transfer, the Debtors may assume, assume and assign or reject any executory contract or unexpired lease and pay the Cure Claims (including as resolved after an Objection). The non-Debtor parties to any executory contracts or unexpired leases are hereby barred from asserting any further cure claims or such additional adequate assurances under section 365 of the Bankruptcy Code in respect of such executory contracts or unexpired leases after the Objection Deadline for a Proposed Sale has passed, except as asserted in a timely Objection.



6. Except with respect to an Objection resolved by the Court, the fourteen-day stay imposed by Bankruptcy Rules 6004(h) and 6006(d) is hereby waived with respect to each Proposed Sale conducted in accordance with this Order, and the Debtors may close Proposed Sales as set forth herein without reference to such stay.

7. Nothing in the foregoing Sale Notice Procedures shall prevent the Debtors, in their sole discretion, from seeking Court approval of any Proposed Sale upon notice and a hearing or, if necessary to comply with a condition on a sale or transfer imposed by a purchaser, to submit a separate order to the Court along with a notice of presentment to be entered without need for a hearing on the matter.

8. Sales of De Minimis Assets shall be deemed to be arm's-length transactions entitled to the protections of section 363(m) of the Bankruptcy Code.

9. All purchasers or transferees shall take De Minimis Assets sold by the Debtors pursuant to the authority granted in this Order "as is" and "where is" without any representations or warranties from the Debtors as to quality or fitness for either their intended purposes or any particular purposes.

10. The Debtors and their respective officers, employees and agents are authorized to perform all obligations, take whatever actions may be necessary or appropriate and issue, execute and deliver whatever documents may be necessary or appropriate to implement and effectuate any disposition of De Minimis Assets.

11. Each and every federal, state and local government agency or department is hereby directed to accept any and all documents and instruments necessary or appropriate to consummate the disposition of De Minimis Assets. The register or recorder of deeds (or other similar recording agency) is hereby directed to accept and include a certified copy of this Order



along with any other appropriate conveyance documents used to record and index the transfer of any De Minimis Assets in the appropriate public records.

12. Nothing in this Order or in any asset sale agreement entered into pursuant to this Order: (a) releases, nullifies, precludes or enjoins the enforcement, from and after the date of the closing under the applicable asset sale agreement, of any liability to a governmental unit under police and regulatory statutes or regulations (including but not limited to environmental laws or regulations) that any purchaser would be subject to as the owner, lessor, lessee or operator of property that is sold or transferred pursuant to this Order, including any liabilities for penalties, damages, cost recovery or injunctive relief, except in each case to the extent limited by the Bankruptcy Code and applicable law; (b) diminishes the obligation of any entity, including the Debtors or the purchasers, to comply with applicable environmental laws except to the extent limited by the Bankruptcy Code and applicable law; or (c) authorizes the transfer to the purchaser of any governmental licenses, permits, registrations or governmental authorizations and approvals without the purchaser's compliance with all applicable legal requirements under law governing such transfers. Nothing in this Order shall be interpreted to deem a purchaser as the successor to the Debtors under any state law successor liability doctrine with respect to any liabilities under environmental laws or regulations for penalties for days of violation prior to the closing date of the applicable asset purchase agreement. Nothing in this Order shall be construed to create for any governmental unit any substantive right that does not already exist under law.

13. Any net proceeds obtained by the Debtors from any sales of such De Minimis Assets shall be applied as required by the DIP Financing Agreement or any order



entered by the Court. Nothing contained herein shall be deemed a waiver by the DIP Lender of any required approval or disapproval of any sale, whether pursuant to this Order or otherwise.

14. The liens of all other holders of valid and perfected liens shall be treated in accordance with section 363(f) of the Bankruptcy Code.

15. No further orders of this Court are necessary to effectuate the terms set forth herein for the transactions contemplated herein.

16. The Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

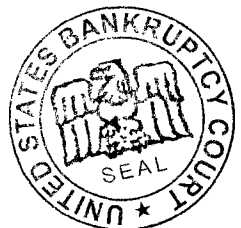
Dated: White Plains, New York
February 22, 2012

/s/Robert D. Drain
UNITED STATES BANKRUPTCY JUDGE

I HEREBY ATTEST AND CERTIFY ON August 21, 2013
THAT THIS DOCUMENT IS A FULL, TRUE AND CORRECT
COPY OF THE ORIGINAL FILED ON OUR COURT'S
ELECTRONIC CASE FILING SYSTEM.

CLERK, US BANKRUPTCY COURT, SDNY

BY: Janelle Drees DEPUTY CLERK



UNITED STATES TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") dated as of August 13, 2013 (the "Effective Date"), is made by and among Old HB, Inc. (f/k/a Hostess Brands, Inc.), a Delaware corporation ("Assignor"), and Bimbo Bakeries USA, Inc., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the record owner of certain Trademarks, including the Trademark registrations identified on Schedule A hereto (collectively, the "Transferred Trademarks");

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of July 25, 2013, by and among Interstate Brands Corporation, IBC Sales Corporation, BBU, Inc., Assignor and Assignee (the "Purchase Agreement") and subject to that De Minimis Sale Order entered on February 22, 2012 by the United States Bankruptcy Court for the Southern District of New York (the "Sale Order"), Assignee has agreed to acquire and Assignor has agreed to assign certain of Assignor's assets, including the Transferred Trademarks, to Assignee.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in the Purchase Agreement and in this Assignment, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Effective as of August 13, 2013, subject to the terms of the Purchase Agreement and the Sale Order, Assignor hereby assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in, to and under the Transferred Trademarks, including the following: any rights to the Transferred Trademarks in foreign jurisdictions, the goodwill associated therewith or symbolized thereby, all registrations that have been or may be granted thereon, common law rights thereto, all applications for registrations thereof, the right to sue and recover damages or other compensation for past, present or future infringements or misappropriation thereof, all income, royalties and damages hereafter due or payable with respect to the Transferred Trademarks, and rights to register, renew, defend and protect interests therein under the applicable laws of all jurisdictions. The assignments contemplated herein are meant to be absolute assignments and not by way of security.

2. No Warranties. Except as expressly provided in the Purchase Agreement, Assignor makes no warranties, express or implied, with respect to the Transferred Trademarks.

3. Cooperation. Assignor agrees, at the cost and expense of Assignee, to execute and deliver such other documents and to take all such other reasonable actions which the Assignee, its successors and assigns may reasonably request to effect the terms of this Assignment.

4. Interpretation. This Assignment is intended to implement the provisions of the Purchase Agreement, is expressly subject to the terms and conditions thereof, and shall not be construed to enhance, extend or limit the representations and warranties, rights, obligations or remedies of any party thereunder. In case of any conflict or inconsistency between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern.

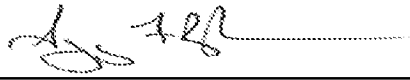
5. General Provisions. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Purchase Agreement. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and performed in such State.

[Signatures follow on next page]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

OLD HB, INC. (f/k/a Hostess Brands, Inc.)

By: 
Name: Gregory F. Rayburn
Title: Chief Executive Officer

BIMBO BAKERIES USA, INC.

By: _____
Name:
Title:

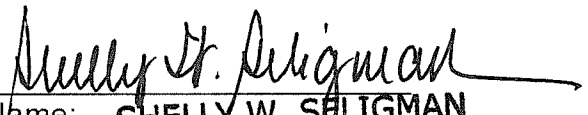
By: _____
Name:
Title:

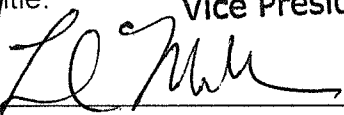
IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

OLD HB, INC. (f/k/a Hostess Brands, Inc.)

By: _____
Name: Gregory F. Rayburn
Title: Chief Executive Officer

BIMBO BAKERIES USA, INC.

By: 
Name: **SHELLY W. SELIGMAN**
Title: **Vice President**






By: 
Name: **LOUIS A. MINELLA**
Title: **Vice President Human Relations & Law**



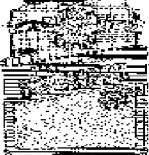
[US Trademark Assignment Agreement Signature Page]

TRADEMARK
REEL: 005095 FRAME: 0441

Schedule A

Transferred Trademarks

Mark	Serial No.	File Date	Reg. No.	Reg. Date	Comments
NISSEN	73/466897	23-Feb-1984	1321076	19-Feb-1985	
J.J. NISSEN	77/161693	20-Apr-2007	3339173	20-Nov-2007	
J.J. NISSEN AND DESIGN 	77/234611	20-Jul-2007	3429930	20-May-2008	
THE FLAVOR OF NEW ENGLAND AND DESIGN 	73/419610	01-Apr-1983	1314880	15-Jan-1985	
COTTON'S	74/013523	26-Dec-1989	1644539	14-May-1991	
COLOMBO	73/564284	21-Oct-1985	1442338	09-Jun-1987	
COLOMBO SAN FRANCISCO STYLE "BAY AREA'S FINEST" AND DESIGN 	77/017923	10-Oct-2006	3278566	14-Aug-2007	
FISHERMAN'S WHARF	73589811	24-Mar-1986	1420325	9-Dec-1986	
TOSCANA	73781124	16-Feb-1989	1563604	31-Oct-1989	
PARISIAN AND DESIGN 	74019160	16-Jan-1990	1615767	2-Oct-1990	Expired.
PARISIAN AND DESIGN 	74019718	16-Jan-1990	1620234	30-Oct-1990	

PARISIAN	72/170492	06-Jun-1963	0790803	08-Jun-1965	
PARISIAN AND DESIGN 	72/130499	23-Oct-1961	0749867	21-May-1963	Due for renewal in May 2013; now in 6-month renewal grace period.
1853 EMPEROR NORTON ORIGINAL AND DESIGN 	73/303768	01-Apr-1981	1220211	14-Dec-1982	Grace period for renewal ended on June 11, 2013; declaration of excusable non-use filed.
1853 EMPEROR NORTON'S ORIGINAL SAN FRANCISCO SOURDOUGH SNACKS CRISPY AND DESIGN 	73/686752	28-Sep-1987	1490409	31-May-1988	
EMPEROR NORTON	73/303769	01-Apr-1981	1219342	07-Dec-1982	Grace period for renewal ended on June 7, 2013; declaration of excusable non-use filed.