

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Old HB, Inc.	FORMERLY Hostess Brands, Inc.	08/13/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bimbo Bakeries USA, Inc.
<b>Street Address:</b>	255 Business Center Drive
<b>City:</b>	Horsham
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19044
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	1321076	NISSEN
Registration Number:	3339173	J.J. NISSEN
Registration Number:	3429930	J.J.NISSEN
Registration Number:	1314880	THE FLAVOR OF NEW ENGLAND
Registration Number:	1644539	COTTON'S
Registration Number:	1442338	COLOMBO
Registration Number:	3278566	COLOMBO SAN FRANCISCO STYLE "BAY AREA'S
Registration Number:	1420325	FISHERMAN'S WHARF
Registration Number:	1563604	TOSCANA
Registration Number:	1615767	PARISIAN
Registration Number:	1620234	PARISIAN
Registration Number:	0790803	PARISIAN
Registration Number:	0749867	PARISIAN
Registration Number:	1220211	EMPEROR NORTON 1853 ORIGINAL

CH \$415.00 1321076

Registration Number:	1490409	1853 EMPEROR NORTON ORIGINAL SAN FRANCIS
Registration Number:	1219342	EMPEROR NORTON

**CORRESPONDENCE DATA**

Fax Number: 3123214299  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 312-321-4200  
Email: officeactions@brinksgilson.com  
Correspondent Name: Scott J. Slavick  
Address Line 1: P. O. Box 10395  
Address Line 4: Chicago, ILLINOIS 60610

NAME OF SUBMITTER:	Scott J. Slavick
Signature:	/Scott J. Slavick/
Date:	10/28/2013

Total Attachments: 6  
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## 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.

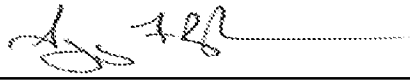
5. General Provisions. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Purchase Agreement. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the 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:

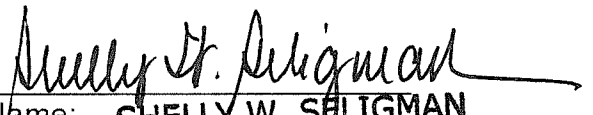
By: \_\_\_\_\_  
Name:  
Title:

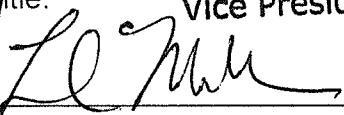
IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

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**



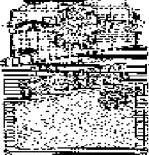
[US Trademark Assignment Agreement Signature Page]

**TRADEMARK**  
**REEL: 005140 FRAME: 0009**

**Schedule A**

**Transferred Trademarks**

<b>Mark</b>	<b>Serial No.</b>	<b>File Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Comments</b>
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.