

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
General Electric Capital Corporation		11/20/2013	CORPORATION: DELAWARE

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

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	1015403	BETTER WAY
Registration Number:	0771554	BLUE RIBBON
Registration Number:	0654228	BLUE SEAL
Registration Number:	0766033	BLUE SEAL
Registration Number:	1106773	BRAUN'S
Registration Number:	1454551	BREAD DU JOUR
Registration Number:	1845798	BREAD DU JOUR
Registration Number:	0808597	CERTIFIED
Registration Number:	0725686	CONTINENTAL
Registration Number:	1510345	COUNTESS
Registration Number:	2141955	COUNTY FAIR
Registration Number:	3643459	COUNTY FAIR
Registration Number:	1478890	DAFFODIL FARM
Registration Number:	0698266	DAFFODIL FARM

TRADEMARK

Registration Number:	0270774	
Registration Number:	2391473	DI CARLO
Registration Number:	1273784	MILLBROOK
Registration Number:	1840724	MOM'S OLD FASHIONED
Registration Number:	1508462	NANCY MARTIN
Registration Number:	1049154	OLD WORLD
Registration Number:	1957098	OLD WORLD
Registration Number:	1159350	OZARK MILL
Registration Number:	0787855	PANTRY PRIDE
Registration Number:	0781832	SAP'S
Registration Number:	0642408	WEBER'S
Registration Number:	0521717	WEBER'S
Registration Number:	0962988	
Registration Number:	1249198	OLD WORLD DELI
Registration Number:	1729639	D'AGOSTINO'S
Registration Number:	0741681	GOOD CHEER
Registration Number:	1735773	MRS. KARL'S COUNTRY WHEAT
Registration Number:	0738837	THE WORLD'S FINEST

CORRESPONDENCE DATA

Fax Number: 2123037064
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212 318 6824
Email: christinedionne@paulhastings.com
Correspondent Name: Christine Dionne c/o Paul Hastings LLP
Address Line 1: 75 East 55th Street
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Christine Dionne
Signature:	/Christine Dionne/
Date:	11/26/2013

Total Attachments: 6
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TRADEMARK

RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (this “**Release**”), dated as of November 20, 2013, is made by General Electric Capital Corporation, as administrative agent for the Lenders and L/C Issuers party to the Credit Agreement described below (together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”), in favor of Interstate Bakeries Corporation, now known as Old HB, Inc. (the “**Grantor**”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of February 3, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Grantor, Interstate Brands Corporation, the Guarantors (as defined therein) from time to time party thereto, the Lenders and L/C Issuers (as defined therein) from time to time party thereto, and Administrative Agent, pursuant to which the Lenders and L/C Issuers agreed to make extensions of credit to the Borrowers (as defined therein) upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is party to that certain Security Agreement, dated as of February 3, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered to the Administrative Agent that certain Trademark Security Agreement dated as of February 3, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”). Pursuant to the Trademark Security Agreement, Grantor granted to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined therein), upon the terms and subject to the conditions set forth therein;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 10, 2009 on Reel/Frame 003933/0456; and

WHEREAS, the Obligations secured by the Credit Agreement, Security Agreement, and the Trademark Security Agreement have been repaid or otherwise satisfied.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent agrees as follows:

1. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided in the Trademark Security Agreement.
2. The Administrative Agent, on behalf of the Lenders, hereby terminates, releases, extinguishes and discharges fully the Lien on and security interest in, all of Grantor’s right, title and interest in, to and under the Trademark Collateral listed on Schedule I attached hereto, and reassigns and transfers any and all interest that Administrative Agent may have in such Trademark Collateral to the Grantor.

3. The Administrative Agent hereby authorizes and acknowledges the termination of the Security Agreement and the Trademark Security Agreement. The Administrative Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably necessary to affect the release of the security interest contemplated hereby and terminate the Security Agreement and the Trademark Security Agreement.

4. This Release may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

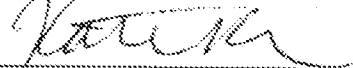
5. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed and delivered by its duly authorized officer or representative as of the date first above written.

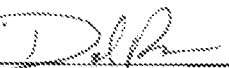
ADMINISTRATIVE AGENT:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: 
Name: Katherine Reichle Branch
Title: Duty Authorized Signatory

ACCEPTED AND ACKNOWLEDGED BY:

GRANTOR:
OLD HB, INC.

By: 
Name: David Rish
Title: CFO and Secretary

SCHEDULE I

<u>Mark</u>	<u>App. No</u>	<u>App. Date</u>	<u>Reg. No</u>	<u>Reg. Date</u>
BETTER WAY	73/006720	19-Nov-1973	1015403	08-Jul-1975
BLUE RIBBON AND DESIGN 	72/172496	05-Jul-1963	771554	16-Jun-1964
BLUE SEAL	72/024701	19-Feb-1957	654228	05-Nov-1957
BLUE SEAL & DESIGN 	72/168929	15-May-1963	766033	03-Mar-1964
BRAUN'S	73/126250	11-May-1977	1106773	21-Nov-1978
BREAD DU JOUR	73/642115	30-Jan-1987	1454551	25-Aug-1987
BREAD du JOUR & DESIGN 	74/432333	07-Sep-1993	1845798	19-Jul-1994
CERTIFIED	72/204139	16-Oct-1964	808597	17-May-1966
CONTINENTAL	72/108027	08-Nov-1960	725686	26-Dec-1961
COUNTESS	73/716460	14-Mar-1988	1510345	25-Oct-1988
COUNTY FAIR	75/144342	05-Aug-1996	2141955	10-Mar-1998
COUNTY FAIR and Design 	77/627421	05-Dec-2008	3643459	23-Jun-2009
DAFFODIL FARM	73/633278	02-Apr-1987	1478890	01-Mar-1988
DAFFODIL FARM	72/081250	14-Sep-1959	698266	24-May-1960
Design Only 	71/293751	16-Dec-1929	270774	13-May-1930

DI CARLO	75/782927	23-Aug-1999	2391473	03-Oct-2000
MILLBROOK	73/410232	21-Jan-1983	1273784	10-Apr-1984
MOM'S OLD FASHIONED	74/391292	17-May-1993	1840724	21-Jun-1994
NANCY MARTIN	73/696678	09-Nov-1987	1508462	11-Oct-1988
OLD WORLD	73/023811	10-Jun-1974	1049154	28-Sep-1976
OLD WORLD	74/523232	02-May-1994	1957098	20-Feb-1996
OZARK MILL	73/195302	01-Dec-1978	1159350	30-Jun-1981
PANTRY PRIDE	72/112132	19-Jan-1961	787855	06-Apr-1965
SAP'S	72/185626	29-Jan-1964	781832	15-Dec-1964
WEBER'S & DESIGN 	72/008078	10-May-1956	642408	05-Mar-1957
WEBER'S (STYLIZED) 	71/510692	11-Oct-1946	521717	07-Mar-1950
Design Mill 	72/426946	12-Jun-1972	962988	03-Jul-1973
OLD WORLD DELI AND DESIGN 	73/361211	23-Apr-1982	1249198	23-Aug-1983
D'AGOSTINO'S & DESIGN 	73/755497	03-Oct-1988	1729639	03-Nov-1992
GOOD CHEER	72/133299	04-Dec-1961	741681	04-Dec-1962

MRS. KARL'S COUNTRY WHEAT	74/102675	01-Oct-1990	1735773	24-Nov-1992
THE WORLD'S FINEST	72/089673	26-Jan-1960	738837	02-Oct-1962

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RECORDED: 11/26/2013

**TRADEMARK
REEL: 005160 FRAME: 0864**