

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF THIRD LIEN TERM TRADEMARK SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silver Point Finance, LLC (As Collateral Agent)		11/19/2013	LIMITED LIABILITY COMPANY: 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: 2127557306

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

Phone: 212-326-3939

Email: NYTEF@JONESDAY.COM

Correspondent Name: Scott D. Lyne

Address Line 1: Jones Day

Address Line 2: 222 East 41st Street

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	629040-610004
NAME OF SUBMITTER:	Scott D. Lyne
Signature:	/SCOTT D. LYNE/
Date:	12/05/2013

Total Attachments: 6

source=Hostess 3rd lien release BW#page1.tif

source=Hostess 3rd lien release BW#page2.tif

source=Hostess 3rd lien release BW#page3.tif

TRADEMARK
REEL: 005168 FRAME: 0567

source=Hostess 3rd lien release BW#page4.tif
source=Hostess 3rd lien release BW#page5.tif
source=Hostess 3rd lien release BW#page6.tif

RELEASE OF THIRD LIEN TERM TRADEMARK SECURITY INTEREST

This RELEASE OF THIRD LIEN TERM TRADEMARK SECURITY INTEREST (this “**Release**”), dated as of November 19, 2013, is made by Silver Point Finance, LLC, as collateral agent for the Lenders party to the Credit Agreement described below (together with its successors and permitted assigns in such capacity, the “**Collateral 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 Third Lien Credit and Guaranty Agreement, dated as of February 3, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Grantor, Interstate Brands Corporation, the Guarantors (as defined therein) from time to time party thereto, the Lenders (as defined therein) from time to time party thereto, and Collateral Agent, pursuant to which the Lenders agreed to make extensions of credit to the Grantor and Interstate Brands Corporation upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to that certain Third Lien Term 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 Agent that certain Third Lien Term 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, the Grantor granted to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined therein) to secure the Obligations, 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 11, 2009 on Reel/Frame 003933/0797; 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 Collateral 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 Collateral 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 Collateral Agent may have in such Trademark Collateral to the Grantor.

3. The Collateral Agent hereby authorizes and acknowledges the termination of the Security Agreement and the Trademark Security Agreement. The Collateral 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.

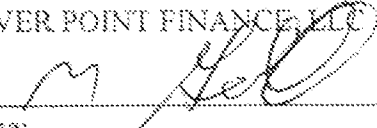
[Signature Page Follows]

EXECUTION VERSION

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

COLLATERAL AGENT:

SILVER POINT FINANCE, LLC

By: 

Name:

Title:

Michael A. Gatto
Authorized Signatory

ACCEPTED AND ACKNOWLEDGED BY:

GRANTOR:

OLD HB, INC.

By: 

Name:

Title:

David Rich
CFO

TRADEMARK

REEL: 005168 FRAME: 0571



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	0771554	16-Jun-1964
BLUE SEAL	72/024701	19-Feb-1957	0654228	05-Nov-1957
BLUE SEAL & DESIGN 	72/168929	15-May-1963	0766033	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	0808597	17-May-1966
CONTINENTAL	72/108027	08-Nov-1960	0725686	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	0698266	24-May-1960

Design Only 	71/293751	16-Dec-1929	0270774	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	0787855	06-Apr-1965
SAP'S	72/185626	29-Jan-1964	0781832	15-Dec-1964
WEBER'S & DESIGN 	72/008078	10-May-1956	0642408	05-Mar-1957
WEBER'S (STYLIZED) 	71/510692	11-Oct-1946	0521717	07-Mar-1950
Design Mill 	72/426946	12-Jun-1972	0962988	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	0741681	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	0738837	02-Oct-1962