

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: 2			
Property Type	Number	Word Mark	
Registration Number:	3665352	AMERICA'S FAVORITE BRANDS	
Registration Number:	3695650	BUY BREAD SAVE DOUGH	
CORRESPONDENCE DATA			
Fax Number:	2127557306		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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		

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TRADEMARK
 REEL: 005168 FRAME: 0589

CH \$65.00 3665352

Signature:	/SCOTT D. LYNE/
Date:	12/05/2013
Total Attachments: 4 source=Hostess TM 3rd lien Release AFB#page1.tif source=Hostess TM 3rd lien Release AFB#page2.tif source=Hostess TM 3rd lien Release AFB#page3.tif source=Hostess TM 3rd lien Release AFB#page4.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 May 22, 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 June 9, 2009 on Reel/Frame 004001/0783; 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, L.L.O.

By: 

Name: Michael A. Gallo

Title: Authorized Signatory

ACCEPTED AND ACKNOWLEDGED BY:

GRANTOR:

OLD HB, INC.

By: 

Name: David Rosh

Title: CFO



SCHEDULE I

<u>Mark</u>	<u>App. No</u>	<u>App. Date</u>	<u>Reg. No</u>	<u>Reg. Date</u>
AMERICA'S FAVORITE BRANDS	77/714605	15-Apr-2009	3665352	04-Aug-2009
BUY BREAD SAVE DOUGH	77/700972	27-Mar-2009	3695650	13-Oct-2009