

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
Old HB, Inc.	FORMERLY Interstate Bakeries Corporation	12/19/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon Trust Company
Street Address:	2 North LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60602
Entity Type:	Bank (National Association): UNITED STATES

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Serial Number:	73006720	BETTER WAY
Serial Number:	72172496	BLUE RIBBON
Serial Number:	72024701	BLUE SEAL
Serial Number:	72168929	BLUE SEAL
Serial Number:	73126250	BRAUN'S
Serial Number:	73642115	BREAD DU JOUR
Serial Number:	74432333	BREAD DU JOUR
Serial Number:	72204139	CERTIFIED
Serial Number:	72108027	CONTINENTAL
Serial Number:	73716460	COUNTESS
Serial Number:	75144342	COUNTY FAIR
Serial Number:	77627421	COUNTY FAIR
Serial Number:	73633278	DAFFODIL FARM
Serial Number:	72081250	DAFFODIL FARM

**TRADEMARK**

Serial Number:	71293751	
Serial Number:	75782927	DI CARLO
Serial Number:	73410232	MILLBROOK
Serial Number:	74391292	MOM'S OLD FASHIONED
Serial Number:	73696678	NANCY MARTIN
Serial Number:	73023811	OLD WORLD
Serial Number:	74523232	OLD WORLD
Serial Number:	73195302	OZARK MILL
Serial Number:	72112132	PANTRY PRIDE
Serial Number:	72185626	SAP'S
Serial Number:	72008078	WEBER'S
Serial Number:	71510692	WEBER'S
Serial Number:	72426946	
Serial Number:	73361211	OLD WORLD DELI
Serial Number:	73755497	D'AGOSTINO'S
Serial Number:	72133299	GOOD CHEER
Serial Number:	74102675	MRS. KARL'S COUNTRY WHEAT
Serial Number:	72089673	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: 1.212.326.3939  
Email: NYTEF@JONESDAY.COM  
Correspondent Name: Nancy L. Hoffman  
Address Line 1: 222 East 41st Street  
Address Line 4: New York,, NEW YORK 10017-6702

ATTORNEY DOCKET NUMBER:	629040-610001
NAME OF SUBMITTER:	Nancy L. Hoffman
Signature:	/Nancy L. Hoffman/
Date:	01/22/2014

Total Attachments: 5  
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**RELEASE OF FOURTH LIEN TRADEMARK SECURITY INTEREST**

This RELEASE OF FOURTH LIEN TRADEMARK SECURITY INTEREST (this "Release"), dated as of December 19, 2013, is made by The Bank of New York Mellon Trust Company, N.A., as collateral trustee for the Holders under the Indenture described below (together with its successors and permitted assigns in such capacity, the "Collateral Trustee"), in favor of Interstate Bakeries Corporation, now known as Old HB, Inc. (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to that certain Indenture, dated as of February 3, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), among the Grantor, the Subsidiary Guarantors (as defined therein) from time to time party thereto, and Collateral Trustee, as trustee and collateral trustee for the Holders (as defined therein), the Grantor authorized the issuance of the Securities (as defined therein) upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to that certain Fourth Lien Term Security Agreement, dated as of February 3, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors (as defined therein), the Collateral Trustee and each Secured Party (as defined therein);

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered to the Collateral Trustee that certain Fourth 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 Trustee a continuing security interest in all of the Trademark Collateral (as defined therein) to secure the Security Obligations (as defined in the Indenture), 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 12, 2009 at Reel/Frame 003935/0051 through 003935-0079; and

WHEREAS, the Collateral Trustee, on behalf of the Holders, has agreed to terminate, release, extinguish and discharge fully the Lien on and security interest in, all of Grantor's right, title and interest in, to and under certain Trademark Collateral;

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 Trustee 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 Trustee, on behalf of the Holders, 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

the goodwill associated therewith, and reassigns and transfers any and all interest that Collateral Trustee may have in such Trademark Collateral, along with the goodwill associated therewith, to the Grantor.

3. The Collateral Trustee 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.

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 Trustee has caused this Release to be executed and delivered by its duly authorized officer or representative as of the date first above written.

COLLATERAL TRUSTEE:

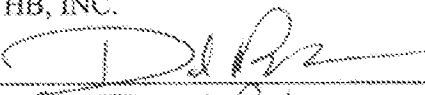
THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.

By:   
Name: **Robert H. Major**  
Title: **Vice President**





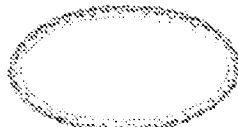
ACCEPTED AND ACKNOWLEDGED BY:

GRANTOR:

OLD HB, INC.

By:   
Name: **David Rich**  
Title: **CFO**

**SCHEDULE I**

Mark	App. No.	App. Date	Reg. No.	Reg. Date
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	13-May-1963	766033	03-Mar-1964
				
BRAUN'S	73/126230	11-May-1977	1106773	21-Nov-1978
BREAD DU JOUR	73/642115	30-Jan-1987	1434351	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	370774	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	1308462	11-Oct-1988
OLD WORLD	73/023811	10-Jun-1974	1049154	28-Sep-1976

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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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