

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM401578

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Security Interest (Second Lien) in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hostess Brands, LLC		08/03/2015	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch		
<b>Street Address:</b>	Eleven Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Bank: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 69</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76047579	AMERICA'S FAVORITE SNACK CAKES	
<b>Serial Number:</b>	77070470	BASEBALLS	
<b>Serial Number:</b>	74017258	BROWNIE BITES	
<b>Serial Number:</b>	77887729	CAPTAIN	
<b>Serial Number:</b>	77981203	CAPTAIN	
<b>Serial Number:</b>	77907727	CAPTAIN CUPCAKE	
<b>Serial Number:</b>	77981943	CAPTAIN CUPCAKE	
<b>Serial Number:</b>	73126226	CHOCODILES	
<b>Serial Number:</b>	74153021	CINNAMINIS	
<b>Serial Number:</b>	73560195	DANISH ROLLERS	
<b>Serial Number:</b>	86167914		
<b>Serial Number:</b>	73027622		
<b>Serial Number:</b>	77563818		
<b>Serial Number:</b>	77364688		
<b>Serial Number:</b>	75557852	DING DONGS	
<b>Serial Number:</b>	77326995	DING DONGS	
<b>Serial Number:</b>	77151968	DOLLY DOLLY MADISON BAKERY	
<b>Serial Number:</b>	86400700	DOLLY MADISON	
<b>Serial Number:</b>	73320049	DOLLY MADISON	
<b>TRADEMARK</b>			

OP \$1740.00 76047579

Property Type	Number	Word Mark
Serial Number:	73642495	DOLLY MADISON BAKERY
Serial Number:	73642494	DOLLY MADISON BAKERY
Serial Number:	73233789	DOLLY MADISON DONUT GEMS
Serial Number:	73172078	DONETTES
Serial Number:	78438613	DONUT BITES
Serial Number:	77398425	DONUT GEMS
Serial Number:	85627515	EXTREME CREME
Serial Number:	76527040	GLO BALLS
Serial Number:	75196200	HO HO HO'S
Serial Number:	77069631	HO HOS
Serial Number:	77326301	HO HOS
Serial Number:	72278952	HO HOS
Serial Number:	71115132	HOSTESS
Serial Number:	72110601	HOSTESS
Serial Number:	72122166	HOSTESS
Serial Number:	75126360	HOSTESS - NOW THAT'S THE STUFF!
Serial Number:	73758150	HOSTESS
Serial Number:	77325871	HOSTESS
Serial Number:	78958898	HOSTESS
Serial Number:	85716469	HOSTESS
Serial Number:	74328494	HOSTESS BASEBALLS
Serial Number:	85296105	HOSTESS DIRECT
Serial Number:	74536462	HOSTESS KOOKIES
Serial Number:	74536458	HOSTESS KOOKIES
Serial Number:	75196202	HOSTESS LUCKY PUFFS
Serial Number:	75196206	HOSTESS SNO BALLS
Serial Number:	75122790	HOSTESS TIGER TAILS
Serial Number:	72124423	LI'L ANGELS
Serial Number:	72259069	MICKEY
Serial Number:	77393643	PECAN ROLLERS
Serial Number:	85109080	SMARTBAKES
Serial Number:	76171093	SNACK ZONE
Serial Number:	75692387	SNO BALLS
Serial Number:	77327318	SUZY Q'S
Serial Number:	72124422	SUZY Q'S
Serial Number:	73555256	SWEET 16
Serial Number:	74131443	SWEET SIXTEEN
Serial Number:	77848950	THE ORIGINAL SQUIGGLE

Property Type	Number	Word Mark
Serial Number:	85942302	THE SWEETEST COMEBACK
Serial Number:	85942249	THE SWEETEST COMEBACK IN THE HISTORY OF
Serial Number:	77645884	THE TASTE THAT SATISFIES!
Serial Number:	77519972	TWINKIE BITES
Serial Number:	73027590	TWINKIE THE KID
Serial Number:	86431599	TWINKIE THE KID HOSTESS
Serial Number:	72104234	TWINKIES
Serial Number:	77326054	TWINKIES
Serial Number:	85716331	TWINKIES
Serial Number:	73653595	WE'RE ALWAYS BAKING SOMETHING GOOD
Serial Number:	72434262	ZINGERS
Serial Number:	77327078	ZINGERS

**CORRESPONDENCE DATA**

**Fax Number:** 8004947512

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 202-370-4750

**Email:** ipteam@nationalcorp.com

**Correspondent Name:** Stewart Walsh

**Address Line 1:** 1025 Vermont Ave NW, Suite 1130

**Address Line 2:** National Corporate Research, LTD

**Address Line 4:** Washington, D.C. 20005

**ATTORNEY DOCKET NUMBER:** F165903

**NAME OF SUBMITTER:** Sonya Jackman

**SIGNATURE:** /Sonya Jackman/

**DATE SIGNED:** 10/11/2016

**Total Attachments: 8**

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THIS NOTICE OF GRANT OF SECURITY INTEREST (SECOND LIEN) IS SUBJECT TO THE PROVISIONS OF (I) THE CLOSING DATE FIRST LIEN/SECOND LIEN INTERCREDITOR AGREEMENT AS SET FORTH MORE FULLY IN SECTION 5.18 OF THE COLLATERAL AGREEMENT (AS DEFINED BELOW) AND (II) ANY OTHER "INTERCREDITOR AGREEMENT" AS DEFINED THEREIN

**Notice of Grant of Security Interest (Second Lien) in Trademarks**

NOTICE OF GRANT OF SECURITY INTEREST (SECOND LIEN) IN TRADEMARKS, dated as of August 3, 2015 (this "Agreement"), made by Hostess Brands, LLC, a Delaware limited liability company (the "Pledgor"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (Second Lien), dated as of August 3, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Hostess Brands, LLC (the "Borrower"), each subsidiary of the Borrower identified therein and Credit Suisse AG, Cayman Islands Branch, as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, grant, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "IP Collateral"):

all Trademarks of the United States of America of such Pledgor, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HOSTESS BRANDS, LLC

By: \_\_\_\_\_


Name: Michael Cramer

Title: Vice President, Chief Administrative  
Officer and Assistant Corporate Secretary

[Signature Page to Notice of Grant of Security Interest in Trademarks (Second Lien)]

**TRADEMARK**  
**REEL: 005896 FRAME: 0832**

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as Collateral Agent,

By: 

Name: Robert Hetu  
Title: Authorized Signatory

By: 






Name: Karim Rahimtoola  
Title: Authorized Signatory

[Signature Page to Notice of Grant of Security Interest in Trademarks (Second Lien)]

TRADEMARK  
REEL: 005896 FRAME: 0833

Schedule I  
to Notice of Grant of Security Interest in Trademarks



U.S. Trademark Registrations and Applications Owned by Hostess Brands, LLC

Mark	Application Number	Registration Number	Application Date	Registration Date
AMERICA'S FAVORITE SNACK CAKES	76047579	2641676	15-May-2000	29-Oct-2002
BASEBALLS	77070470	3305799	22-Dec-2006	09-Oct-2007
BROWNIE BITES	74017258	1693366	08-Jan-1990	09-Jun-1992
CAPTAIN & Design	77887729	4206325	07-Dec-2009	11-Sep-2012
				
CAPTAIN & Design	77981203	4010143	07-Dec-2009	09-Aug-2011
				
CAPTAIN CUPCAKE	77907727	4099530	08-Jan-2010	14-Feb-2012
CAPTAIN CUPCAKE	77981943	4007060	08-Jan-2010	02-Aug-2011
CHOCODILES	73126226	1091513	11-May-1977	16-May-1978
CINNAMINIS	74153021	1717159	01-Apr-1991	15-Sep-1992
DANISH ROLLERS	73560195	1394261	26-Sep-1985	20-May-1986
Design (Heart in House)	86167914	0965218	10-Oct-1972	31-Jul-1973
				
Design (Magician – Fruit Pie)	73027622	1011655	24-Jul-1974	27-May-1975
				
Design (Twinkie the Kid)	77563818	3641107	05-Sep-2008	16-Jun-2009
				



Mark	Application Number	Registration Number	Application Date	Registration Date
Design (Twinkie the Kid) 	77364688	4016239	04-Jan-2008	23-Aug-2011
DING DONGS	75557852	2265139	22-Sep-1998	27-Jul-1999
DING DONGS	77326995	4016213	12-Nov-2007	23-Aug-2011
DOLLY DOLLY MADISON BAKERY & Design 	77151968	3368106	09-Apr-2007	15-Jan-2008
DOLLY MADISON	86400700 (ITU)	N/A	19-Sept-2014	N/A
DOLLY MADISON & Design 	73320049	1236605	21-Jul-1981	03-May-1983
DOLLY MADISON BAKERY	73642495	1456720	02-Feb-1987	08-Sep-1987
DOLLY MADISON BAKERY & Design 	73642494	1456719	02-Feb-1987	08-Sep-1987
DOLLY MADISON DONUT GEMS	73233789	1230142	03-Oct-1979	08-Mar-1983
DONETTES	73172078	1129357	06-May-1978	15-Jan-1980
DONUT BITES	78438613	2970681	21-Jun-2004	19-Jul-2005
DONUT GEMS	77398425	3488527	15-Feb-2008	19-Aug-2008
EXTREME CRÈME & Design 	85627515	4621571	16-May-2012	14-Oct-2014
GLO BALLS	76527040	2983649	30-Jun-2003	09-Aug-2005
HO HO HO'S	75196200	2143589	12-Nov-1996	10-Mar-1998
HO HOS	77069631	3305775	21-Dec-2006	09-Oct-2007
HO HOS	77326301	4023022	09-Nov-2007	06-Sep-2011
HO HOS & Design 	72278952	0862477	24-Aug-1967	24-Dec-1968
HOSTESS	71115132	0126368	11-Jan-1919	19-Aug-1919
HOSTESS	72110601	0732788	21-Dec-1960	12-Jun-1962
HOSTESS	72122166	0740293	16-Jun-1961	06-Nov-1962
HOSTESS - NOW THAT'S THE STUFF!	75126360	2075568	27-Jun-1996	01-Jul-1997
HOSTESS & Design 	73758150	1550391	17-Oct-1988	01-Aug-1989

Mark	Application Number	Registration Number	Application Date	Registration Date
HOSTESS & Design 	77325871	4016211	09-Nov-2007	23-Aug-2011
HOSTESS & Design 	78958898	3260896	23-Aug-2006	10-Jul-2007
HOSTESS & Design 	85716469	4538672	29-Aug-2012	27-May-2014
HOSTESS BASEBALLS & Design 	74328494	1803873	05-Nov-1992	09-Nov-1993
HOSTESS DIRECT	85296105	4079526	15-Apr-2011	03-Jan-2012
HOSTESS KOOKIES & Design 	74536462	1946109	13-Jun-1994	02-Jan-1996
HOSTESS KOOKIES & Design 	74536458	1946107	13-Jun-1994	02-Jan-1996
HOSTESS LUCKY PUFFS	75196202	2244916	12-Nov-1996	11-May-1999
HOSTESS SNO BALLS	75196206	2170319	12-Nov-1996	30-Jun-1998
HOSTESS TIGER TAILS	75122790	2128257	20-Jun-1996	13-Jan-1998
L'IL ANGELS	72124423	0728631	21-Jul-1961	13-Mar-1962
MICKEY	72259069	0845555	21-Nov-1966	05-Mar-1968
PECAN ROLLERS	77393643	3628124	11-Feb-2008	26-May-2009
SMARTBAKES	85109080	3979590	17-Aug-2010	14-Jun-2011
SNACK ZONE	76171093	3051954	27-Nov-2000	31-Jan-2006
SNO BALLS	75692387	2316836	27-Apr-1999	08-Feb-2000
SUZY Q'S	77327318	4016214	12-Nov-2007	23-Aug-2011
SUZY QS	72124422	0738321	21-Jul-1961	25-Sep-1962
SWEET 16	73555256	1420306	26-Aug-1985	09-Dec-1986
SWEET SIXTEEN	74131443	1809398	18-Jan-1991	07-Dec-1993
THE ORIGINAL SQUIGGLE	77848950	3869348	14-Oct-2009	02-Nov-2010
THE SWEETEST COMEBACK (ITU)	85942302	N/A	24-May-2013	N/A
THE SWEETEST COMEBACK IN THE HISTORY OF EVER	85942249	4581396	24-May-2013	05-Aug-2014
THE TASTE THAT SATISFIES!	77645884	3845944	08-Jan-2009	07-Sep-2010

Mark	Application Number	Registration Number	Application Date	Registration Date
TWINKIE BITES	77519972	3634170	11-Jul-2008	09-Jun-2009
TWINKIE THE KID & Design 	73027590	1040186	24-Jul-1974	25-May-1976
TWINKIE THE KID HOSTESS & Design 	86431599 (ITU)	N/A	22-Oct-2014	N/A
TWINKIES	72104234	0717273	12-Sep-1960	20-Jun-1961
TWINKIES	77326054	4016212	09-Nov-2007	23-Aug-2011
TWINKIES	85716331	4538671	29-Aug-2012	27-May-2014
WE'RE ALWAYS BAKING SOMETHING GOOD	73653595	1465728	06-Apr-1987	17-Nov-1987
ZINGERS	72434262	1001315	30-Aug-1972	07-Jan-1975
ZINGERS	77327078	4023024	12-Nov-2007	06-Sep-2011