

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401575

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

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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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST 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 (First 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 (First Lien)]

TRADEMARK
REEL: 005897 FRAME: 0736

Accepted and Agreed to:

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By: 




Name: Robert Hetu
Title: Authorized Signatory

By: 

Name: Karim Rahimtoola
Title: Authorized Signatory



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 |