

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM827826

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hostess Brands, LLC		06/30/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., as Collateral Agent		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10172		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 75			
Property Type	Number	Word Mark	
Registration Number:	4206325	CAPTAIN	
Registration Number:	4099530	CAPTAIN CUPCAKE	
Registration Number:	1091513	CHOCODILE	
Registration Number:	2265139	DING DONGS	
Registration Number:	4016213	DING DONGS	
Registration Number:	1456720	DOLLY MADISON BAKERY	
Registration Number:	1230142	DOLLY MADISON DONUT GEMS	
Registration Number:	1129357	DONETTES	
Registration Number:	2970681	DONUT BITES	
Registration Number:	2983649	GLO BALLS	
Registration Number:	862477	HO HOS	
Registration Number:	126368	HOSTESS	
Registration Number:	732788	HOSTESS	
Registration Number:	740293	HOSTESS	
Registration Number:	1550391	HOSTESS	
Registration Number:	4016211	HOSTESS	
Registration Number:	3260896	HOSTESS	
Registration Number:	4538672	HOSTESS	
Registration Number:	2170319	HOSTESS SNO BALLS	
		TRADEMARK	

CH \$1890.00 4206325

Property Type	Number	Word Mark
Registration Number:	2316836	SNO BALLS
Registration Number:	738321	SUZY Q'S
Registration Number:	1040186	TWINKIE THE KID
Registration Number:	717273	TWINKIES
Registration Number:	4016212	TWINKIES
Registration Number:	4538671	TWINKIES
Registration Number:	1001315	ZINGERS
Registration Number:	3305799	BASEBALL
Registration Number:	3368106	DOLLY DOLLY MADISON BAKERY
Registration Number:	3305775	HO HOS
Registration Number:	3488527	DONUT GEMS
Registration Number:	3869348	THE ORIGINAL SQUIGGLE
Registration Number:	4833488	TWINKIE THE KID HOSTESS
Registration Number:	5441144	SNOBALLS
Registration Number:	5376548	HOSTESS
Registration Number:	5376549	TWINKIES
Registration Number:	5313455	HOSTESS
Registration Number:	5313456	TWINKIES
Registration Number:	5442508	HOSTESS BAKERY PETITES
Registration Number:	3106835	
Registration Number:	1286265	CLOVERHILL BAKERY
Registration Number:	2235589	BIG TEXAS
Registration Number:	3586929	CLOVERHILL BAKERY
Registration Number:	3417426	CLOVERHILL BAKERY
Registration Number:	3191711	CLOVERHILL
Registration Number:	5818388	GRANDE PATISSERIE
Registration Number:	5444482	BIG TEXAS
Registration Number:	3586928	
Registration Number:	3475697	BIG TEXAS
Registration Number:	5783248	TOTALLY NUTTY!
Registration Number:	6251934	SWEETENNIAL
Registration Number:	6028721	
Registration Number:	6095583	FRUITFETTI
Registration Number:	6289130	HOSTESS TIGER TAILS
Registration Number:	6494743	LIVE YOUR MOSTESS
Registration Number:	6494851	BRING HOSTESS HALLOWEEN HOME
Registration Number:	6494957	HOSTESS CRISPY MINIS
Registration Number:	6708591	HOSTESS BOOST

Property Type	Number	Word Mark
Registration Number:	6998857	BOUNCERS
Registration Number:	1236605	DOLLY MADISON
Registration Number:	1803873	HOSTESS BASEBALLS
Registration Number:	2641675	AMERICA'S FAVORITE SNACK CAKES
Registration Number:	2802871	GLAZED SOFTEE
Registration Number:	5411961	BROWNIE DELIGHTS
Registration Number:	5411962	CAKE DELIGHTS
Registration Number:	5439126	HOSTESS BAKE SHOP
Registration Number:	5488462	CRISPI THINS
Registration Number:	5514590	HOSTESS BAKE SHOP EST 1919
Registration Number:	5276612	SWEET SIXTEEN
Registration Number:	5347646	HOSTESS SWEET SHOP
Serial Number:	97566922	HOSTESS
Serial Number:	97567435	TWINKIES
Serial Number:	97567298	DONETTES
Serial Number:	97567462	SNO BALLS
Serial Number:	97567412	HO HOS
Serial Number:	97567041	DING DONGS

CORRESPONDENCE DATA

Fax Number: 2124920722
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: 212 373 3722
Email: rjerry@paulweiss.com, kshmorhun@paulweiss.com, mmcguire@paulweiss.com
Correspondent Name: Ruel V Jerry
Address Line 1: 1285 Avenue of the Americas
Address Line 2: Paul Weiss Rifkind Wharton & Garrison LLP
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	020482-0009
NAME OF SUBMITTER:	Ruel V Jerry
SIGNATURE:	/Ruel Jerry/
DATE SIGNED:	07/28/2023

Total Attachments: 9
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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of June 30, 2023 (this “Notice”), made by Hostess Brands, LLC, a Delaware limited liability company (the “Pledgor”), in favor of JPMORGAN CHASE BANK, N.A., as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (First Lien), dated as of June, 30, 2023 (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 JPMorgan Chase Bank, N.A., 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 Notice 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 Notice.

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, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing 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 “Trademark Collateral”):

all Trademarks of the United States of America, 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 Trademark 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 Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.


SECTION 4. *Counterparts*. This Notice 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 Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE 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 Notice as of the day and year first above written.

HOSTESS BRANDS, LLC

By:  _____
Name: Timothy P. Hall
Title: Vice President and Treasurer

JPMORGAN CHASE BANK, N.A., as
Collateral Agent






By: Ryan P Viaclovsky
Name: Ryan P Viaclovsky
Title: Authorized Officer







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

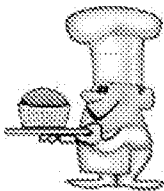
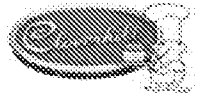


TRADEMARK
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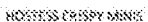


Schedule I
to Notice of Grant of Security Interest (First Lien) in Trademarks


Trademarks Owned by Hostess Brands, LLC

Mark	Application Number	Application File Date	Registration Number	Registration Date
CAPTAIN (and Design) (Captain Cupcake character) 	77/887729	12/7/2009	4206325	9/11/2012
CAPTAIN CUPCAKE	77/907727	1/8/2010	4099530	2/14/2012
CHOCODILE	73/126226	5/11/1977	1091513	5/16/1978
DING DONGS	75/557852	9/22/1998	2265139	7/27/1999
DING DONGS	77/326995	11/12/2007	4016213	8/23/2011
DOLLY MADISON BAKERY	73/642495	2/2/1987	1456720	9/8/1987
DOLLY MADISON DONUT GEMS	73/233789	10/3/1979	1230142	3/8/1983
DONETTES	73/172078	5/6/1978	1129357	1/15/1980
DONUT BITES	78/438613	6/21/2004	2970681	7/19/2005
GLO BALLS 	76/527040	6/30/2003	2983649	8/9/2005
HO HOS 	72/278952	8/24/1967	862477	12/24/1968
HOSTESS 	71/115132	1/11/1919	126368	8/19/1919
HOSTESS	72/110601	12/21/1960	732788	6/12/1962
HOSTESS	72/122166	6/16/1961	740293	11/6/1962
HOSTESS (and Heart Design) 	73/758150	10/17/1988	1550391	8/1/1989

HOSTESS (and Heart Design) 	77/325871	11/9/2007	4016211	8/23/2011
HOSTESS 	78/958898	8/23/2006	3260896	7/10/2007
HOSTESS (and Heart Design) 	85/716469	8/29/2012	4538672	5/27/2014
HOSTESS SNO BALLS	75/196206	11/12/1996	2170319	6/30/1998
SNO BALLS	75/692387	4/27/1999	2316836	2/8/2000
SUZY QS	72/124422	7/21/1961	738321	9/25/1962
TWINKIE THE KID (and Design) 	73/027590	7/24/1974	1040186	5/25/1976
TWINKIES	72/104234	9/12/1960	717273	6/20/1961
TWINKIES	77/326054	11/9/2007	4016212	8/23/2011
TWINKIES	85/716331	8/29/2012	4538671	5/27/2014
ZINGERS	72/434262	8/30/1972	1001315	1/7/1975
BASEBALL	77/070470	12/22/2006	3305799	10/9/2007
DOLLY DOLLY MADISON BAKERY (and Design) 	77/151968	4/9/2007	3368106	1/15/2008
HO HOS	77/069631	12/21/2006	3305775	10/9/2007
DONUT GEMS	77/398425	2/15/2008	3488527	8/19/2008
THE ORIGINAL SQUIGGLE	77/848950	10/14/2009	3869348	11/2/2010
TWINKIE THE KID HOSTESS (and Design) 	86/431599	10/22/2014	4833488	10/13/2015

SNOBALLS		87/234346	11/11/2016	5441144	4/10/2018
SNOBALLS					
HOSTESS		87/231709	11/9/2016	5376548	1/9/2018
TWINKIES		87/231759	11/9/2016	5376549	1/9/2018
HOSTESS		87/242317	11/18/2016	5313455	10/17/2017
TWINKIES		87/242328	11/18/2016	5313456	10/17/2017
HOSTESS BAKERY PETITES		87/534712	7/19/2017	5442508	4/10/2018
HOSTESS BAKERY PETITES					
Miscellaneous Design (chef)		78/669718	7/13/2005	3106835	6/20/2006
					
CLOVERHILL BAKERY		73/420670	4/8/1983	1286265	7/17/1984
					
BIG TEXAS		75/125906	6/26/1996	2235589	3/30/1999
CLOVERHILL BAKERY (and Design) (chef and banner)		77/540185	8/6/2008	3586929	3/10/2009
					
CLOVERHILL BAKERY (and Design) (cookie)		77/240360	7/27/2007	3417426	4/29/2008
					
CLOVERHILL		78/669589	7/13/2005	3191711	1/2/2007

GRANDE PATISSERIE GRANDE PATISSERIE	88/149470	10/10/2018	5818388	7/30/2019
BIG TEXAS (and Design) 	87/319998	1/31/2017	5444482	4/10/2018
Miscellaneous Design (dancing chef) 	77/540184	8/6/2008	3586928	3/10/2009
BIG TEXAS	77/348775	12/11/2007	3475697	7/29/2008
TOTALLY NUTTY!	87/930418	5/21/2018	5783248	6/18/2019
SWEETENNIAL	88/232016	12/17/2018	6251934	1/19/2021
Miscellaneous Design (Brownie Mascot) 	88/616333	9/13/2019	6028721	4/7/2020
FRUITFETTI	88/725250	12/12/2019	6095583	7/7/2020
HOSTESS TIGER TAILS (RE-FILING)	90/111473	8/13/2020	6289130	3/9/2021
LIVE YOUR MOSTESS	90/072639	7/24/2020	6494743	9/21/2021
BRING HOSTESS HALLOWEEN HOME	90/109620	8/12/2020	6494851	9/21/2021
HOSTESS CRISPY MINIS 	90/165995	9/8/2020	6494957	9/21/2021
HOSTESS BOOST	90/525661	2/11/2021	6708591	4/19/2022
BOUNCERS	90/835713	7/19/2021	6998857	3/14/2023
DOLLY MADISON 	73/320049	7/21/1981	1236605	5/03/1983
HOSTESS BASEBALLS 	74/328494	11/05/1992	1803873	11/09/1993
GLAZED SOFTEE	76/213965	2/20/2001	2802871	1/06/2004
BROWNIE DELIGHTS	87/534698	7/19/2017	5411961	2/27/2018
CAKE DELIGHTS	87/534722	7/19/2017	5411962	2/27/2018
HOSTESS BAKE SHOP	87/231795	11/09/2016	5439126	4/03/2018
CRISPI THINS	87/534740	7/19/2017	5488462	6/05/2018

HOSTESS BAKE SHOP EST 1919 	87/242345	11/18/2016	5514590	7/10/2018
SWEET SIXTEEN	86/133654	12/03/2013	5276612	8/29/2017
HOSTESS SWEET SHOP	87/231809	11/09/2016	5347646	11/28/2017
HOSTESS	97/566922	8/26/2022	-	-
TWINKIES	97/567435	8/26/2022	-	-
DONETTES	97/567298	8/26/2022	-	-
SNO BALLS	97/567462	8/26/2022	-	-
HO HOS	97/567412	8/26/2022	-	-
DING DONGS	97/567041	8/26/2022	-	-