

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Interstate Bakeries Corporation		05/22/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silver Point Finance, LLC		
<b>Street Address:</b>	2 Greenwich Plaza		
<b>City:</b>	Greenwich		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06830		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77714605	AMERICA'S FAVORITE BRANDS	
<b>Serial Number:</b>	77700972	BUY BREAD SAVE DOUGH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)492-0562		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2123733562		
<b>Email:</b>	menakaplan@paulweiss.com, hranucci@paulweiss.com		
<b>Correspondent Name:</b>	Menachem Kaplan		
<b>Address Line 1:</b>	1285 Avenue of the Americas		
<b>Address Line 2:</b>	c/o Paul, Weiss, LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6064		
<b>ATTORNEY DOCKET NUMBER:</b>	17245-026		
<b>NAME OF SUBMITTER:</b>	Menachem Kaplan		
<b>Signature:</b>	/Menachem Kaplan/		

CH \$65.00 77714605

Date:

06/09/2009

**Total Attachments: 4**

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## FIRST LIEN TERM TRADEMARK SECURITY AGREEMENT

THIS FIRST LIEN TERM TRADEMARK SECURITY AGREEMENT, dated as of May 22, 2009, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Silver Point Finance, LLC ("Silver Point"), as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Lenders (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit and Guaranty Agreement, dated as of February 3, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Interstate Bakeries Corporation, Interstate Brands Corporation and IBC Sales Corporation (together, the "Borrowers"), the Grantors from time to time party thereto, the Lenders from time to time party thereto, and Silver Point, as Collateral Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, all of the Grantors are party to the First Lien Security Agreement, dated as of February 3, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors in favor of the Collateral Agent for the Lenders and each Secured Party, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration, or otherwise) of the Obligations of the Grantor (the "Secured Obligations"), hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"): (i) the trademark applications listed in Schedule I hereto, (ii) all registrations, extensions or renewals of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, and (iv) all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security

Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Trademark Security Agreement and the Security Agreement, the provisions of the Security Agreement shall govern.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by electronic transmission shall be as effective as delivery of a manually executed counterpart thereof.

Section 5.

Termination. This Trademark Security Agreement shall terminate upon the termination of the Security Agreement.

Section 6. Governing Law. 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.


Section 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor and Subordination Agreement, dated as of February 3, 2009 (as amended, restated, supplemented, modified or replaced from time to time, the "Intercreditor Agreement"), among General Electric Capital Corporation, as Original Revolving Agent, Silver Point, as Original First Lien Term Loan Agent, Silver Point, as Original Fourth Lien Trustee (all as defined in the Intercreditor Agreement), and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

INTERSTATE BAKERIES COPORATION  
as Grantor

By:   
Name: Kent B. Magill  
Title: Executive Vice President

ACCEPTED AND AGREED  
as of the date first above written:

SILVER POINT FINANCE, LLC  
as Collateral Agent

By:   
Name: Zachary M. Zeitlin  
Title: Authorized Signatory

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 004001 FRAME: 0363

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS

<u>Country</u>	<u>Title</u>	<u>Appl. No.</u>	<u>File Date</u>
US	America's Favorite Brands	77714605	4/15/09
US	Buy Bread Save Dough	77700972	3/27/09
Mexico	DRAKE'S and design	1005918	5/13/09
Mexico	That's Our Promise That's Our Pride	1005917	5/13/09
Canada	That's Our Promise That's Our Pride	1,437,861	5/12/09