

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hostess Brands, Inc.		04/05/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BBU, Inc.		
Street Address:	255 Business Center Drive		
City:	Horsham		
State/Country:	PENNSYLVANIA		
Postal Code:	19044		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0902723	BEEFSTEAK	
Registration Number:	0629265	DIXIE RYE	
CORRESPONDENCE DATA			
Fax Number:	3123214299		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-321-4200		
Email:	officeactions@brinkshofer.com		
Correspondent Name:	Scott J. Slavick		
Address Line 1:	P. O. Box 10395		
Address Line 4:	Chicago, ILLINOIS 60610		
NAME OF SUBMITTER:	Scott J. Slavick		
Signature:	/Scott J. Slavick/		
Date:	04/15/2013		

CH \$65.00 0902723

Total Attachments: 5

source=Hostess - to BBU- Trademark Assignment#page1.tif

source=Hostess - to BBU- Trademark Assignment#page2.tif

source=Hostess - to BBU- Trademark Assignment#page3.tif

source=Hostess - to BBU- Trademark Assignment#page4.tif

source=Hostess - to BBU- Trademark Assignment#page5.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") dated as of April 5, 2013 (the "Effective Date"), is made by and between Hostess Brands, Inc., a Delaware corporation ("Assignor"), and BBU, Inc., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Hostess is the record owner of the trademarks, including the trademark registrations, identified on Schedule A (collectively, the "Trademarks");

WHEREAS, pursuant to that certain Intellectual Property Purchase Agreement, dated as of February 28, 2013, by and among Interstate Brands Corporation, IBC Sales Corporation, Grupo Bimbo, S.A.B. de C.V., the Assignor and the Assignee (the "Purchase Agreement"), Assignee has agreed to acquire and Assignor has agreed to assign certain of Assignor's assets, including the Trademarks, to Assignee.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in the Purchase Agreement and in this Assignment, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Effective as of April 5, 2013, subject to the terms of the Purchase Agreement, Assignor hereby assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in, to and under the Trademarks, including the following: any rights to the Trademarks in foreign jurisdictions, the goodwill associated therewith or symbolized thereby, all registrations that have been or may be granted thereon, common law rights thereto, all applications for registrations thereof, the right to sue and recover damages or other compensation for past, present or future infringements or misappropriation thereof, all income, royalties and damages hereafter due or payable with respect to the Trademarks, and rights to register, renew, defend and protect interests therein under the applicable laws of all jurisdictions. The assignments contemplated herein are meant to be absolute assignments and not by way of security.

2. No Warranties. Except as expressly provided in the Purchase Agreement, Assignor makes no warranties, express or implied, with respect to the Trademarks.

3. Cooperation. Assignor agrees, at the cost and expense of Assignee, to execute and deliver such other documents and to take all such other reasonable actions which the Assignee, its successors and assigns may reasonably request to effect the terms of this Assignment.

4. Interpretation. This Assignment is intended to implement the provisions of the Purchase Agreement, is expressly subject to the terms and conditions thereof, and shall not be construed to enhance, extend or limit the representations and warranties, rights, obligations or remedies of any party thereunder. In case of any conflict or inconsistency between the terms and conditions of this Assignment and the terms and

conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern.

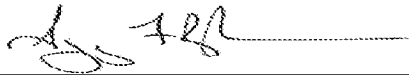
5. General Provisions. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Purchase Agreement. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and performed in such State.

[Signatures follow on next page]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

HOSTESS BRANDS, INC.

By 
Name: Gregory F. Rayburn
Title: Chief Executive Officer

BBU, INC.

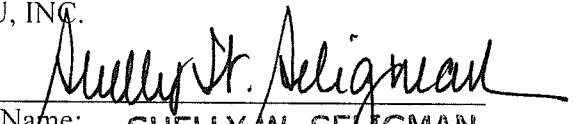
By _____
Name:
Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

HOSTESS BRANDS, INC.

By: _____
Name:
Title:

BBU, INC.

By: 
Name: **SHELLY W. SEIGMAN**
Title: **Vice President**

Schedule A

LIST of HOSTESS, INC. REGISTRATIONS

Mark	Serial No.	Reg. No.	Goods/ International Class	Reg. Date
BEEFSTEAK	72348734	0902723	IC 30: Bread	Nov. 17, 1970
Dixie Rye	71693994	0629265	IC 30: Bread	June 19, 1956