EXHIBIT A

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PROCORP IMAGES

PAGE 03

To Corp. Images, having offices at 1500 West Hampden Avenue, Englewood, CO 80110 ("Assignor") in consideration of the sum of ("Furchase Price"), does hereby transfer to Liquidity Solutions, Inc., as agent ("Assignee"), having offices at One University Assignor's right, title and interest in and to the RECLAMATION claims of laza, Sunce 512, mackensack, 193 0/001 and of the Assignor's right, this and interest in and to the Appendix Chamarata of Chamarata Sasignor, as more specifically set forth (the "Claim") against Interstate Bakeries Corporation, et al., Debtor in the bankruptcy case (the "Proceedings"), in the United States Bankruptcy Court for the Western District of Missouri - Kansas City Division (the "Court"), Case No. 04-45814 (the "Debtor") in the currently outstanding amount of not less than \$17,500.00 and all rights and benefits of the Assignor relating to the Claim, including without limitation the Proof of Claim identified below and the Assignor's rights to receive interest, penalties and fees, if any, which may be paid with respect to the Claim, and all cash, securities, instruraents and other property which may be paid or issued Detror in satisfaction of the Claim. The Claim is based on amounts owed to Assignor by Debtor as set forth below and this assignment shall be deemed an absolute and unconditional assignment of the Claim for the purpose of collection and shall not be

Assignor represents and warrants that [check one of the following]:

An Administrative Proof of claim has not been filed

|) An Administrative Proof of claim in the amount of has been duly and tiroely filed in the Proceedings (a true copy of such Proof of Claim is attached to this Assignment). If the Proof of Claim amount differs from the Claim amount set forth above, Assignee shall nevertheless be deemed the owner of that Proof of Claim subject to the terms of this Agreement and shall be entitled to identify itself

Assignor further represents and warrants that the amount of the Claim is not less than \$17,500,00 that the amount is a valid RECLAMATION claim and that no objection to the Claim exists. Assignor further represents and warrants that no payment has been received by Assignor, or by any third party claiming through Assignor, in full or partial satisfaction of the Claim, that Assignor has not previously assigned, sold or pledged the Claim to any third party, in whole or in part, that Assignor owns and has title to the Claim free and olear of any and all liens, claims, security interests or encumbrances of any kind or nature whatsoever, and that there are no offsets or defenses of preferential payment demands that have been or may be asserted by or on behalf of Debtor or any other party to reduce the amount of the Claim or to impair its value. All terms of this agreement will be kept confidential.

Assignor is aware that the above Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Assignor is aware that the above runthage rince may outer from the amount unmakely distributed in the riocecunitia with respect to the Claim and that such amount may not be absolutely determined until entry of a final order confirming a plan or reorganization. Assignor scknowledges that, except as set forth in this Assignment, neither Assignme nor any agent or representative of Assignee has made any representation whatsoever to Assignor regarding the status of the Proceedings, the condition of the Debtor (financial or otherwise) or any

Assignor represents that it has adequate information concerning the business and financial condition of Debtor and the status of the Proceedings to make an informed decision regarding the sale of the Claim and that it has independently and without reliance on Assigner, and based on such information as Assignor has deemed appropriate (including information available from the files of the Court of the

Assignor agrees to make to Assignee immediate proportional restitution and repayment of the above Purchase Price to the extent that the Claim is disallowed, reduced, subordinated or impaired for any reason whatsoever, or is deemed to NOT be a RECLAMATION CLAIM, in whole or in part together with interest at the rate of ten percent (10%) per annum on the amount repaid for the period from the date of this assignment through the date such repayment is made. Assignor further agrees to relimburge Assignee for all losses, costs and expenses, including reasonable legal fees and costs, incurred by Assignee as a result of such disallowance or Assigner's objection to the transfer of this Claim. Should Assignee take any action to compromise the Claim in any way without the consent of Assignor, Assigned a report Assigner and Property of Assignor, the transfer of this Claim. Should Assignee take any action to compromise the Claim in any way without the consent of Assignor, Assignor's reimbursement responsibility shall be mullified. IN THE EVENT ASSIGNOR HAS PREVIOUSLY ASSIGNED OR PLEDGED THIS CLAIM TO ANY THURD PARTY, ASSIGNOR AGREES TO IMMEDIATELY PAY ASSIGNEE, UPON DEMAND OF ASSIGNEE LIQUIDATED DAMAGES IN AN AMOUNT POULATED DAMAGES IN ANALYSISTED DAMAGES IN AN AMOUNT POULATED DAMAGES IN AMOUNT POULATED DAMAGES IN AND AMOUNT POULATED DAMAGES IN AMOUNT POULATED DAMAGES IN AN AMOUNT POULATED DAMAGES IN AMOUNT POULATED DAMAGES IN AMOUNT POULATE DEMAND OF ASSIGNER, LIQUIDATED DAMAGES IN AN AMOUNT EQUAL TO DOUBLE THE AMOUNT PAID TO

In the event the Claim is ultimately allowed in amount in excess of the amount purchased herein, Assignor is hereby deemed to sell to Assignce, at Assignce's option only, and Assignce hereby agrees to purchase, the balance of said Claim at the same percentage of claim paid herein not to exceed twice the claim amount specified above. Assignee shall remit such payment to Assignor upon Assignee's paid never not to exceed twice the claim amount spectified above. Assigned shall remit such payment to Assigned upon Assigned's satisfaction that the Claim has been allowed in the higher amount and is not subject to any objection, claim, cause of action or offset by

Assignor hereby irrevocably appoints Assignee as its true and lawful attorney and authorizes Assignee to act in Assignor's stead, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Claim herein assigned. Assignor grants unto Assignee full authority to do all things necessary to enforce the Claim and its rights Cisint nervit assignor. Assignor grams unto Assignor tun autuority to ut an unigs necessary to entorce the Chain and its ingue thereunder pursuant to this assignment of the Claim. Assignor agrees that the powers granted by this paragraph are discretionary in nature and their Assignor agrees that the powers granted by this paragraph are discretionary in nature and their Assignor shall have no obligation to take and that Assignee may exercise or decline to exercise such powers at Assignee's sole option. Assignee shall have no obligation to take and that assignee may exercise or decame to exercise such powers in assignee's sole option. Assignee such may no bouldary in the control of prove or defend the Claim's volidity or amount in the Proceedings. Assignor agrees to take such further action, at its own any account to prove or detend the Claim's validate or amount in the proceedings. Assignor agrees to take such further action, at its own capenise, as may be necessary or desirable to effect the Assignment of the Claim and any payments or distributions on account of the expense, as may be necessary or desurable to execution of appropriate transfer powers, corporate resolutions and consents.

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Assignor agrees to forward to Assignse all notices received from Debtor, the court or any third party with respect to the Claim assigned percin to vote the Claim assigned herein and to take such action with respect to the Claim in the Proceedings, as Assignee may from time or time request. Assignor further agrees that any distribution received by Assignor on account of the Claim, whether me the form time eccurities, instrument or any other property, shall constitute property of the Assignee to which the Assignee has an absolute right, and that eccived, to appear with any endorsements or documents necessary to transfer such property to Assignee.

The terms of this assignment of the Caim shall be binding upon, and shall mure to the benefit of Assignor, Assigner and their respective

Assignor hereby acknowledges that Assignee may at any time reassign, the Claim together with all right, title and interest of Assignee in and to this Assignment of Claim. All representations and warranties made herein shall survive the execution and delivery of this Assignment of Claim may be executed in counterparts and all such counterparts taken together shall be deemed to constitute a single agreement.

This Assignment of Claim shall be governed by and construed in accordance with the laws of the State of New York. Any action arising under or relating to this Assignment of Claim must be brought in Federal court located in the State of New York or New Jersey, and Assignor consents to and confers personal jurisdiction over Assignor by such court or course and agrees that service of New Jersey, and upon Assignor by mailing a copy of said process to Assignor at the address set forth in this Assignment of the Claim, and in any action hercunder, Assignor waives any right to demand a trial by jury.

Upon Assigner to file a notice of transfer pursuant to Rule 3001 (c) of the Federal Rules of Bankruptcy Procedure ("FRBP"), with respect to the RECLAMATION Claim, while Assigner performs its due diligence on the Claim. Assigner, at its sole option, may subsequently transfer the claim back to the assignor if due diligence is not satisfactory, in Assigner, at its sole option, may subsequently Assignment. Assigner that which thus both Assigner and Assigner each other of any and also obtain pursuant to Rule waives (i) its right to raise any objection hereto, and (ii) its right to receive notice numbers to Rule 3001 (a) of the ERRP.

waives (i) its right to raise any objection of WITNESS WHEREOF, the unders	edges and consents to all of the terms set forth in this Assignment of C on hereto, and (ii) its right to receive notice pursuant to Rule 3001 (e) of igned Assignment per basic pursuant to Rule 3001 (e) of igned Assignment per basic pursuant to Rule 3001 (e) of igned Assignment per basic pursuant to Rule 3001 (e) of igned Assignment per basic pursuant to Rule 3001 (e) of igned Assignment per basic pursuant to Rule 3001 (e) of igned Assignment per basic pursuant to Rule 3001 (e) of igned Assignment per basic pursuant to Rule 3001 (e) of igned Assignment per basic pursuant to Rule 3001 (e) of igned Assignment per basic pursuant to Rule 3001 (e) of igned Assignment per basic pursuant per basic pursuant per basic per bas	retion pursuant to Rule or liability regarding this laim Agreement and here of the FRBP
By Mary Print Name/Title (516) 524-034 Telephone #	Mande Stanko Executive UP/ Partner	
	gned Assignee hereto sots his hand this day of	, 2004
Liquidity Solutions, Inc. 201-968-0001		

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FAGE 85

TO Corp. Images ("Assignor"), transfers and assigns unto Revenue Management with an address at One University Plaza, Suic 312, GREEMENT Re: Internate Bakeries Corporation, et al., (the "Debtor"), between Assigner and Assigne

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FAGE 07

to Corr. Images, having offices at 1500 West Fizmpden Avenue, Englewood, CO 80110 ("Assignor") in consideration of the sum of ("Purchase Price"), does hereby transfer to Liquidity Solutions, Inc., as agent ("Assignee"), baving offices at One University Page, Suite 312, Hackeneack, NI 07601 all of the Assignor's right, title and interest in and to the claim or claims of Assignor, as more pecifically set forth (the "Claim") against Interstate Bakarles Corporation, et al., Debtor in the bankruptcy case (the "Proceedings"), in he United States Bankruptcy Court for the Western District of Missouri - Kansas City Division (the "Court"), Case No. 04-45814 (the Debtor") in the currently outstanding amount of not less than \$194,866.57 (a summary specifying each invoice underlying this claim pening delivered by Assignor, with this Assignment of Claim) and all rights and benefits of the Assignor relating to the Claim, including without limitation the Proof of Claim identified below and the Assignor's rights to receive interest, permittees and foce, if any, which may se paid with respect to the Claim, and all cash, secucides, instruments and other property which may be paid or issued Debtor in satisfaction of the Claim. The Claim is based on amounts owed to Assignor by Debtor as set forth below and this assignment shall be deemed an absolute and unconditional assignment of the Claim for the purpose of collection and shall not be deemed to create a security

Assignor represents and warrants that [check one of the following]: MA Proof of claim has not been filed [] A Proof of claim in the amount of attached to this Assignment). If the Proof of Claim amount differs from the Claim amount set forth above, Assignce shall nevertheless be deemed the owner of that Proof of Claim subject to the terms of this Agreement and shall be entitled to identify itself as owner of such

Assignor further represents and warrants that the amount of the Claim is not less than \$194,866.57 that the amount is a valid claim and that no objection to the Claim exists. Assignor further represents and warrants that no payment has been received by Assignor, or by any third party claiming through Assignor, in full or partial satisfaction of the Claim, that Assignor has not previously assigned, sold or pledged the Claim to any third party, in whole or in part, that Assignor owns and has title to the Claim free and clear of any and all liens, claims, security interests or encumbrances of any kind or nature whatsoever, and that there are no offsets or defenses or preferential payment demands that have been or may be asserted by or on behalf of Debtor or any other party to reduce the amount of the Claim or to

Assignor is aware that the above Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such amount may not be absolutely determined until entry of a final order confirming a plan or reorganization. Assignor acknowledges that, except as set forth in this Assignment, neither Assignee nor any agent or representative of Assignee has made any representation whatsoever to Assigned regarding the status of the Proceedings, the condition of the Debtor (financial or otherwise) or any

Assignor represents that it has adequate information concerning the business and financial condition of Debtor and the status of the Proceedings to make an informed decision regarding the sale of the Claim and that it has independently and without reliance on Assignee, and based on such information as Assignor has deemed appropriate (including information available from the files of the Court of the

Assignor agrees to make to Assignee immediate proportional restitution and repayment of the above Purchase Price to the extent that the Claim is disallowed, reduced, subordinated or impaired for any reason whatsoever, in whole or in part, together with interest at the rate of ten percent (10%) per unuum on the amount repaid for the period from the date of this assignment through the date such repayment is made, Assignor further agrees to reimburse Assignee for all losses, costs and expenses, including reasonable legal fees and costs, incurred by Assignee as a result of such disallowance or Assignor's objection to the transfer of this Claim. Should Assignee take any scrion to compositise the claim in any way without the consent of Assignor's reimbursement responsibility shall be nullified IN THE EVENT ASSIGNOR HAS PREVIOUSLY ASSIGNED OR PLEDGED THIS CLAIM TO ANY THIRD PARTY, ASSIGNOR AGREES TO IMMEDIATELY PAY ASSIGNEE, UPON DEMAND OF ASSIGNEE, LIQUIDATED DAMAGES IN AN AMOUNT EQUAL TO DOUBLE THE AMOUNT PAID TO ASSIGNOR HEREIN.

In the event the Claim is ultimately allowed in amount in excess of the amount purchased herein, Assignor is hereby deemed to sell to Assignee, at Assignee's option only, and Assignee hereby agrees to purchase, the balance of said Claim at the same percentage of claim paid herein not to exceed twice the claim amount specified above. Assignee shall remit such payment to Assignor upon Assignee's part never not to exceed twice the claim amount specified move. Assignee shall return such payment to configure the Claim has been allowed in the higher amount and is not subject to any objection, claim, cause of action or offset by

Assignor hereby irrevocably appoints Assignee as its true and lawful attorney and authorizes Assignee to act in Assignor's stead, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for cr on account of the Claim herein assigned. Assigner grants unto Assignee full authority to do all things necessary to enforce the Claim and its rights thereunder pursuant to this assignment of the Claim. Assignor agrees that the powers granted by this paragraph are discretionary in necessary pursuant to this assignment within Chaire. Assigned agrees that the powers granted by the paragraph are instrumenty in necessary and that Assigned may exercise or decline to exercise such powers at Assignee's sole option. Assignee shall have no obligation to take any action to prove or defend the Claim's validity or amount in the Proceedings. Assignor agrees to take such further action at its

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own expense, as may be necessary or desirable to effect the Assignment of the Claim and any payments or distributions on account of the Claim to Assignee including, without limitation, the execution of appropriate transfer powers, corporate resolutions and consents.

Assignor agrees to forward to Assignee all notices received from Debtor, the court or any third party with respect to the Claim assigned therein to vote the Claim assigned herein and to take such action with respect to the Claim in the Proceedings, as Assigned may from time to time request. Assignor further agrees that any distribution received by Assignor on account of the Claim, whether in the form of cash, securities, instrument or any other property, shall constitute property of the Assignee to which the Assignee has an absolute right, and that Assignor will hold such property in thest and will, at its own expense, promptly deliver to Assignee any such property in the same form received, together with any endorsoments or documents necessary to transfer such property to Assignee.

The terms of this assignment of the Claim shall be binding upon, and shall inure to the benefit of Assigner, Assigner and their respective

Assignor hereby acknowledges that Assignee may at any time reassign, the Claim together with all right, title and interest of Assignee in and to this Assignment of Claim. All representations and warranties made herein shall survive the execution and delivery of this Assignment of the Claim and any such re-assignment. This Assignment of Claim may be executed in counterparts and all such

This Assignment of Claim shall be governed by and construed in accordance with the laws of the State of New York. Any action arising under or relating to this Assignment of Claim must be brought in Federal court located in the State of New York or New Jersey, and Assignor consents to and confers personal jurisdiction over Assignor by such court or courts and agrees that service of process may be upon Assignor by prailing a copy of said process to Assignor at the address set forth in this Assignment of the Claim, and in any action hereunder, Assignor waives any right to demand a trial by jury. CONSENT AND WAIVER

Upon Assignor's delivery to Assignee of its executed signature page to this Assignment of Claim Agreement, Assignor hereby authorizes Assignee to file a notice of transfer pursuant to Rule 3001 (e) of the Federal Rules of Bankruptcy Procedure ("FRBP"), with respect to the Claim, While Assigned performs its due diligence on the Claim. Assignee, at its sole option, may subsequently transfer the claim back to the assignor if due diligence is not satisfactory, in Assignee's sole and absolute discretion pursuant to Rule 3001(c) of the FRBP, at which time both Assignor and Assigned release each other of any and all obligation or liability regarding this Assign right to

hereby soknowledges and consents to raise any objection hereto, and (ii) it IN WIINESS WHEREOF, the under	nee release cach other of a pall of the terms set forth	sole and absolute discret my and all obligation or lie in this Assignment of Clai is suant to Rule 3001 (e) of	ion pursuant to Rule 3 ability regarding this A magreement and here the EPP P	mly transfer the cl 001(c) of the FRB assignment. Assign by waives (i) its
By: Mal Stand Signature Print Name/Title	Mank 577	s his hand this		, 2004
Telophone # IN WITNESS WHEREOF, the unders	gaed Assignee bareio sets	his hand this		
Scott Friedberg Liquidity Solutions, Inc. 201-968-0001			day of	. 2004

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ro Corp. Images ("Assignor iackensack, New Jersey 076 GREEMENT Re: Interstate), transf	ers and assigns unto	Revenue Management wi	th an address at One Hair	
iackensack, New Jetsey 076 LGREEMENT Re: Interstate atterest in and to the Pro Cor a the United States Bankrupi	Bakerie D. Image	Corporation, et al.	s ("Assignee"), pursuant to . (the "Debtor"), between a	the terms of the ASSIGM	isity Pibza, Suíto 312, ENT OF CLAIM
a the United States Bankrupi	ty Court	, Western District of	f Missouri - Kanaas City F	of \$194,866.57 representin	g all claims against Debter
in withe	SS WHE	REOF, Assignor ha	s signed below as of the	day of	15e No. 04-45814.
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