

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
FFF Acquisition Sub, Inc.		11/08/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	Inventure Foods, Inc.		
Street Address:	5415 E. High Street		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85054		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Registration Number:	3185430	FRESH FROZEN	
Registration Number:	3113447	FRESH FROZEN	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	6026409050		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	602-640-9386		
Email:	trademarks@omlaw.com		
Correspondent Name:	Aaron R. Harmon		
Address Line 1:	2929 N. Central Ave., Ste 2100		
Address Line 2:	c/o Osborn Maledon, P.A.		
Address Line 4:	Phoenix, ARIZONA 85012		
ATTORNEY DOCKET NUMBER:	11940.6		
NAME OF SUBMITTER:	Aaron R. Harmon		
Signature:	/aaron.r.harmon/		

CH \$65.00 3185430

Date:

01/15/2014

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of November 8, 2013, is made by FFF Acquisition Sub, Inc. ("**Assignor**"), a Delaware corporation, in favor of Inventure Foods, Inc. ("**Assignee**"), a Delaware corporation.

WHEREAS, Assignor has conveyed, transferred and assigned to Assignee certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark

Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

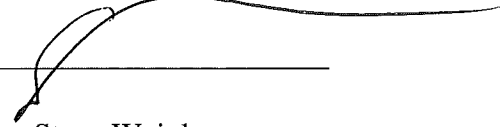
4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first above written.

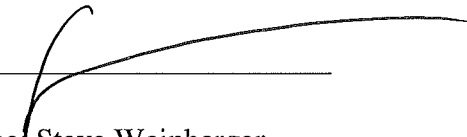
FFF ACQUISITION SUB, INC.

By: 

Name: Steve Weinberger  
Title: Chief Financial Officer  
Address for Notices:  
5415 East High Street  
Suite 350  
Phoenix, Arizona 85054

AGREED TO AND ACCEPTED:



INVENTURE FOODS, INC.

By: 

Name: Steve Weinberger  
Title: Chief Financial Officer  
Address for Notices:  
5415 East High Street  
Suite 350  
Phoenix, Arizona 85054

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS

Mark	Registration Number
FRESH FROZEN <i>and Design</i> 	3185430
FRESH FROZEN <i>and Design</i> 	3113447