

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM350076

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Inventure Foods, Inc.		07/07/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association		
<b>Street Address:</b>	800 Nicollet Mall		
<b>Internal Address:</b>	BC-MN-H22A		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	a national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86001299	WILLAMETTE VALLEY FRUIT CO.	
<b>Serial Number:</b>	86593665	BOULDER CANYON AUTHENTIC FOODS	
<b>Registration Number:</b>	4137949	BOULDER CANYON NATURAL FOODS	
<b>Registration Number:</b>	4137948	BOULDER CANYON NATURAL FOODS	
<b>Registration Number:</b>	4079714	BOULDER CANYON NATURAL FOODS	
<b>Registration Number:</b>	4079713	BOULDER CANYON NATURAL FOODS	
<b>Registration Number:</b>	4080746	INVENTURE FOODS	
<b>Registration Number:</b>	3756227		
<b>Registration Number:</b>	3670911		
<b>Registration Number:</b>	3756226	THE INVENTURE GROUP	
<b>Registration Number:</b>	3720046	BOULDER CANYON	
<b>Registration Number:</b>	3428073	INTENSELY DIFFERENT	
<b>Registration Number:</b>	3428071	INTENSELY DIFFERENT	
<b>Registration Number:</b>	3617289	SUMMERS PEAK	
<b>Registration Number:</b>	3377879	NATURE'S THREE BERRIES	
<b>Registration Number:</b>	3377878	RADER FARMS	
<b>Registration Number:</b>	3576952	CANYON CUT	
<b>Registration Number:</b>	2459870	PIZZARIAS	

OP \$590.00 86001299

Property Type	Number	Word Mark
Registration Number:	2117466	POORE BROTHERS
Registration Number:	1911595	POORE BROTHERS
Registration Number:	4586085	ARISE
Registration Number:	3185430	FRESH FROZEN
Registration Number:	3113447	FRESH FROZEN

**CORRESPONDENCE DATA**

Fax Number: 6127661600

*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: 612-766-6911

Email: susan.carlson@faegrebd.com

Correspondent Name: Susan Carlson, Faegre Baker Daniels LLP

Address Line 1: 90 South 7th Street Suite 2200

Address Line 4: Minneapolis, MINNESOTA 55402

<b>NAME OF SUBMITTER:</b>	Susan Carlson
<b>SIGNATURE:</b>	/e/ Susan Carlson
<b>DATE SIGNED:</b>	08/03/2015

**Total Attachments: 5**

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**AMENDMENT TO CONFIRMATORY GRANT OF  
SECURITY INTEREST IN UNITED STATES TRADEMARKS**

THIS AMENDMENT TO CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Amendment") is made of July 7, 2015 (the "Effective Date") by INVENTURE FOODS, INC. (the "Grantor") for the purpose of amending that certain Confirmatory Grant of Security Interest in United States Trademarks effective as of November 8, 2013 by and from Grantor to and in favor of U.S. BANK NATIONAL ASSOCIATION (the "Grantee") (the "Confirmatory Grant"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Confirmatory Grant.

WHEREAS, Grantor, certain of its subsidiaries (collectively with the Grantor, the "Borrowers"), the Lenders party thereto and Grantee, as a Lender and in its capacity as Administrative Agent, entered into that certain Credit Agreement dated as of November 8, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Borrowers, the Lenders and Grantee, in its capacity as Lender and as Administrative Agent under the Credit Agreement, have entered into Amendment No. 3 to Credit Agreement (the "Third Amendment").

WHEREAS, Grantee has requested additional security in Grantor's intellectual property in connection with the Third Amendment.

WHEREAS, Grantor has agreed to amend the Confirmatory Grant on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Effective as of the Effective Date, Exhibit A to the Confirmatory Grant is hereby replaced with Exhibit A attached hereto.

2. Delivery. Delivery of an executed signature page to this Amendment by facsimile or by e-mail transmission of a PDF or similar copy shall be equally as effective as delivery of an original executed counterpart of this Amendment. If Grantor delivers an executed signature page by facsimile or by e-mail transmission, it shall also deliver an original executed counterpart, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability or binding effect of this Amendment.

3. Severability. Any provision in this Amendment that is held to be inoperative, unenforceable, or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability or validity of that provision in any other jurisdiction, and to this end the provisions of this Amendment are declared to be severable.

4. Governing Law. This Amendment shall be construed in accordance with the internal laws (without regard to the conflict of law provisions) of the State of Arizona, but giving effect to federal laws applicable to national banks.

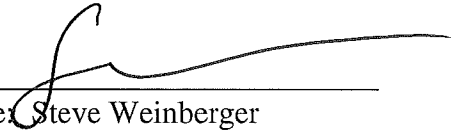
5. Successors; Enforceability. The terms and provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto.

6. Headings. Section headings in this Amendment are for convenience of reference only, and shall not govern the interpretation of any of the provisions of this Amendment.

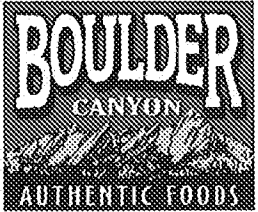
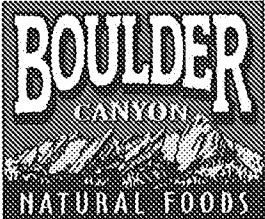
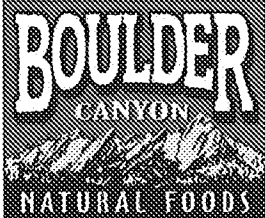
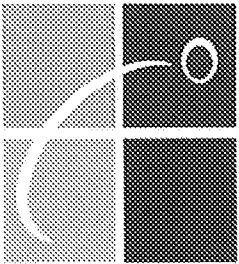

*(Signature page follows.)*

IN WITNESS WHEREOF, Grantor has executed this Amendment effective as of the date first written above.


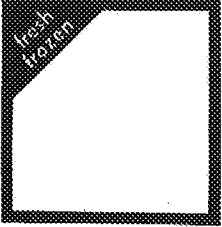
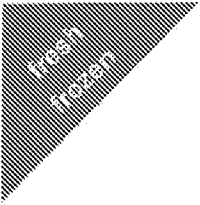
INVENTURE FOODS, INC.

By:   
Name: Steve Weinberger  
Title: Chief Financial Officer

**EXHIBIT A**

Trademark	Registration Number/Serial Number
WILLAMETTE VALLEY FRUIT CO.	86001299
BOULDER CANYON AUTHENTIC FOODS 	86593665
BOULDER CANYON NATURAL FOODS 	4137949
BOULDER CANYON NATURAL FOODS 	4137948
BOULDER CANYON NATURAL FOODS	4079714
BOULDER CANYON NATURAL FOODS	4079713
INVENTURE FOODS	4080746
Design Only 	3756227
Design Only 	3670911

*Exhibit A to Amendment to  
Confirmatory Grant of Security Interest in United States Trademarks*

Trademark	Registration Number/Serial Number
THE INVENTURE GROUP	3756226
BOULDER CANYON	3720046
INTENSELY DIFFERENT	3428073
INTENSELY DIFFERENT	3428071
SUMMERS PEAK	3617289
NATURE'S THREE BERRIES	3377879
RADER FARMS	3377878
CANYON CUT	3576952
PIZZARIAS	2459870
POORE BROTHERS	2117466
	1911595
ARISE	4586085
FRESH DESIGN 	3185430
FRESH DESIGN 	3113447

*Exhibit A to Amendment to  
Confirmatory Grant of Security Interest in United States Trademarks*