

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360901

| | | | |
|---|--|-----------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| William J. Guthrie | | 09/29/2014 | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Inventure Foods, Inc. | | |
| Street Address: | 5415 E. High Street, Suite 350 | | |
| City: | Phoenix | | |
| State/Country: | ARIZONA | | |
| Postal Code: | 85054 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3461983 | SIN IN A TIN | |
| Registration Number: | 3467064 | LEMON LUST | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4156597333 | | |
| <i>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.</i> | | | |
| Phone: | 415-836-2506 | | |
| Email: | TMDocket@dlapiper.com | | |
| Correspondent Name: | Gina Durham, Esq. - DLA Piper LLP (US) | | |
| Address Line 1: | 555 Mission Street, Suite 2400 | | |
| Address Line 4: | San Francisco, CALIFORNIA 94105 | | |
| ATTORNEY DOCKET NUMBER: | 13 | | |
| NAME OF SUBMITTER: | Gina Durham, Esq. | | |
| SIGNATURE: | /Gina Durham/ | | |
| DATE SIGNED: | 11/02/2015 | | |
| Total Attachments: 4 | | | |
| source=Trademark Assignment Agreement - William J. Guthrie to Inventure Foods Inc. -- SIN IN A TIN and LEM#page1.tif | | | |
| source=Trademark Assignment Agreement - William J. Guthrie to Inventure Foods Inc. -- SIN IN A TIN and LEM#page2.tif | | | |

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LEM#page4.tif

TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (the "Assignment") is made and entered by and between William J. Guthrie, an individual resident of the State of Florida (the "Assignor"), and Inventure Foods, Inc., a Delaware corporation (the "Assignee").

WHEREAS, Assignee is acquiring certain assets of Assignor, including the Trademarks, pursuant to an Asset Purchase Agreement by and between Assignor and Assignee dated the date hereof; and

WHEREAS, Assignor desires to assign and transfer its rights, interests, and claims in, and title to its trademarks and related trademark registrations, all as set forth in Schedule A attached hereto (the "Trademarks"), together with any and all common law rights and goodwill associated therewith to Assignee, and Assignee desires to acquire, receive, and accept from Assignor all of its rights, interests, and claims in and title to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby contributes, conveys, grants, sets over, assigns and transfers to Assignee and its successors and assigns, and Assignee hereby accepts, Assignor's entire worldwide right, interest and claim in, and title to the Trademarks, together with the common law rights and goodwill associated therewith, together with the right to sue for and collect upon all claims for profits and damages as a result of past infringement of its Trademarks, if any, in each case whether now existing or hereafter created, together with the proceeds thereof (collectively, the "Intellectual Property").

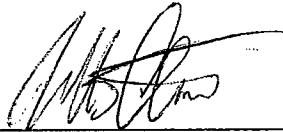
Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge, deliver, and file any and all instruments, documents and assurances necessary or expedient in order to vest or perfect the aforesaid rights and related causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto to further the purposes of this Assignment with the same legal force and effect as if executed by Assignor. This includes, but is not limited to any rights with respect to the Intellectual Property that may have accrued in Assignor's favor from the respective date of first use or registration of any of the Intellectual Property through the Effective Date of this Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable. Assignor further agrees that it shall on the Effective Date hereof and from time to time thereafter, perform or cause to be performed such acts and execute, acknowledge and deliver at the request of Assignee, such documents as may reasonably be required to evidence or effectuate the conveyance, assignment, transfer and delivery to Assignee of the Intellectual Property or for the performance by Assignor of any of its obligations hereunder.

Each party represents that it has the power and authority to enter into this Assignment. If any term of this Assignment is held invalid or unenforceable for any reason, the remainder of such term shall be amended to achieve as closely as possible the effect of the original term, and

all other terms shall continue in full force and effect. This Assignment shall be governed by the laws of the State of Arizona, without regard to its conflicts of law principles.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, and this Assignment shall be effective as of the day and year on which it has been fully executed by the Parties. This Assignment may be executed in any number of counterparts and each executed counterpart shall have the same force and effect as an original instrument.

"Assignor"



William J. Guthrie

Date: _____

09/29/2014

"Assignee"

Inventure Foods, Inc.

By: _____

Name: _____

Title: _____

Date: _____

all other terms shall continue in full force and effect. This Assignment shall be governed by the laws of the State of Arizona, without regard to its conflicts of law principles.

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“Assignor”

“Assignee”

Inventure Foods, Inc.

William J. Guthrie

By: _____
Name: Steve Weinberger
Title: CEO

Date: _____

Date: 9/29/2014

SCHEDULE A

TRADEMARK REGISTRATIONS

| <u>Trademark</u> | <u>U.S. Registration No.</u> |
|-------------------------|-------------------------------------|
| SIN IN A TIN | 3461983 |
| LEMON LUST | 3467064 |