

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363109

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		11/18/2015	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Inventure Foods, Inc.
Street Address:	5415 East High Street
Internal Address:	Suite 350
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85054
Entity Type:	CORPORATION: DELAWARE
Name:	Poore Brothers-Bluffton, LLC
Street Address:	5415 East High Street
Internal Address:	Suite 350
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85054
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	Tejas PB Distributing, Inc.
Street Address:	5415 East High Street
Internal Address:	Suite 350
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85054
Entity Type:	CORPORATION: ARIZONA

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	1467561	TEXAS STYLE
Registration Number:	4137949	BOULDER CANYON NATURAL FOODS
Registration Number:	4137948	BOULDER CANYON NATURAL FOODS
Registration Number:	4079714	BOULDER CANYON NATURAL FOODS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4079713	BOULDER CANYON NATURAL FOODS
Registration Number:	4080746	INVENTURE FOODS
Registration Number:	3756227	
Registration Number:	3670911	
Registration Number:	3756226	THE INVENTURE GROUP
Registration Number:	3720046	BOULDER CANYON
Registration Number:	3428073	INTENSELY DIFFERENT
Registration Number:	3428071	INTENSELY DIFFERENT
Registration Number:	3617289	SUMMERS PEAK
Registration Number:	3377879	NATURE'S THREE BERRIES
Registration Number:	3377878	RADER FARMS
Registration Number:	3576952	CANYON CUT
Registration Number:	2459870	PIZZARIAS
Registration Number:	2117466	POORE BROTHERS
Registration Number:	1911595	POORE BROTHERS
Registration Number:	4586085	ARISE
Registration Number:	3185430	FRESH FROZEN
Registration Number:	3113447	FRESH FROZEN
Registration Number:	1511130	O'BOISIES
Registration Number:	1537532	BRAIDS
Registration Number:	1424126	TATO SKINS
Registration Number:	1417946	BRAIDS
Serial Number:	86001299	WILLAMETTE VALLEY FRUIT CO.
Serial Number:	86593665	BOULDER CANYON AUTHENTIC FOODS

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Dwayne C. Houston

Address Line 1: 1025 Vermont Avenue NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F159601

NAME OF SUBMITTER: Teresa L. McNally

SIGNATURE: /Teresa L. McNally/

DATE SIGNED: 11/20/2015

Total Attachments: 5

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**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK
COLLATERAL**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "Release") is made as of November 18, 2015 ("Effective Date"), by U.S. BANK NATIONAL ASSOCIATION, for itself and as Administrative Agent for the Holders of Secured Obligations, as defined in the Security Agreement referenced below (in such capacities, "Grantee"), in favor of **INVENTURE FOODS, INC.**, a Delaware corporation ("Parent"), **POORE BROTHERS - BLUFFTON, LLC**, a Delaware limited liability company ("PBB"), and **TEJAS PB DISTRIBUTING, INC.**, an Arizona corporation ("TPB"); Parent, PBB and TPB, each a "Grantor" and collectively, the "Grantors").

WHEREAS, reference is made to that certain Credit Agreement, dated as of November 8, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Parent, certain of its Subsidiaries (collectively with Grantor, the "Borrowers" and each individually, a "Borrower"), the Lenders and Grantee;

WHEREAS, the Borrowers and Grantee have entered into a Security Agreement dated as of November 8, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"; capitalized terms but not defined herein shall have the respective meanings set forth in the Security Agreement);

WHEREAS, pursuant to the terms and conditions of (1) that certain Confirmatory Grant of Security Interest in United States Trademarks, dated as of November 8, 2013, by and among certain Grantors and Agent, which was recorded with the United States Patent and Trademark Office at Reel 005153, Frame 0108, (2) that certain Amendment to Confirmatory Grant of Security Interest in United States Trademarks, made as of July 7, 2015, by and among certain Grantors and Agent, which was recorded with the United States Patent and Trademark Office at Reel 005590, Frame 0272, (3) that certain Confirmatory Grant of Security Interest in United States Trademarks, effective as of November 8, 2013, by and among certain Grantors and Agent, which was recorded with the United States Patent and Trademark Office at Reel 005153, Frame 0168, and (4) that certain Confirmatory Grant of Security Interest in United States Trademarks, effective as of November 8, 2013, which was recorded with the United States Patent and Trademark Office at Reel 005153, Frame 0158 (the documents set forth in items (1) through (4) above, as amended, restated, supplemented, or otherwise modified and in effect from time to time, collectively the "Trademark Security Agreements"), the Grantors granted to Agent a security interest in (1) all of the Grantors' right, title and interest in and to the Trademarks (as such term is defined in the Trademark Security Agreements), together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date of each Trademarks Security Agreement for infringement of such Trademarks or unfair competition regarding the same (collectively, the "Trademark Collateral"); and

WHEREAS, Agent now desires to release its security interest in the Trademark Collateral, including, without limitation, the trademark registrations and applications listed on **Schedule 1** hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby covenants and agrees as follows:

1. Without representation or warranty of any kind or nature, Agent hereby terminates, releases, and discharges its security interest in the Trademark Collateral granted pursuant to the

Trademark Security Agreements, and reassigns to Grantors all right, title, and interest of Agent in the Trademark Collateral pursuant to the Trademark Security Agreements.

2. Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Grantors' expense, as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby.

[Signature page follows]

IN WITNESS WHEREOF, Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

U.S. BANK NATIONAL ASSOCIATION,
a national banking association, as Agent

By: James F. Coil
Name: James F. Coil
Title: VP

[SIGNATURE PAGE TO TERMINATION AND RELEASE OF SECURITY INTEREST IN
TRADEMARK COLLATERAL]

TRADEMARK
REEL: 005673 FRAME: 0328

SCHEDULE 1
to
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK
COLLATERAL

Trademark	Registration/Serial Number
TEXAS STYLE	1467561
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
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
Poore Brothers	1911595
Arise	4586085
Fresh Frozen and Design	3185430
Fresh Frozen and Design	3113447
O'Boises	1511130
Braids	1537532
Tato Skins	1424126

Trademark	Registration/Serial Number
Braids	1417946
Arise	4586085

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RECORDED: 11/20/2015

TRADEMARK
REEL: 005673 FRAME: 0330