

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421025

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Inventure Foods, Inc.		03/23/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Pictsweet Company		
Street Address:	Ten Pictsweet Drive		
City:	Bells		
State/Country:	TENNESSEE		
Postal Code:	38006		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3185430	FRESH FROZEN	
Registration Number:	3113447	FRESH FROZEN	
Serial Number:	86775706	QUALITY YOU CAN SEE...AND TASTE	
Serial Number:	86830161	SEASONABLES	
CORRESPONDENCE DATA			
Fax Number:	6152482954		
<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:	615-742-7944		
Email:	trademarks@bassberry.com		
Correspondent Name:	Martha B. Allard		
Address Line 1:	150 3rd Ave. S.		
Address Line 2:	Suite 2800		
Address Line 4:	Nashville, TENNESSEE 37201		
ATTORNEY DOCKET NUMBER:	101005-190		
NAME OF SUBMITTER:	Martha B. Allard		
SIGNATURE:	/Martha B. Allard/		
DATE SIGNED:	03/24/2017		
Total Attachments: 5			

CH \$115.00 3185430

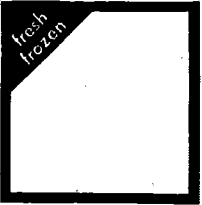

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of March 23, 2017, by and between Inventure Foods, Inc., a Delaware corporation, ("Assignor"), and The Pictsweet Company, a Delaware corporation ("Assignee"). Assignor and Assignee are collectively referred to herein as the "Parties" and each individually is referred to as a "Party."

RECITALS

WHEREAS, Assignor wishes to assign to Assignee all right title and interest that it may have in and to the following trademarks (the "Marks"):

Mark	Jurisdiction	Reg. No.	Reg. Date	Status
<p>Fresh Frozen</p> 	United States Patent and Trademark Office	3185430	December 19, 2006	Renewed February 13, 2017
<p>Fresh Frozen</p> 	United States Patent and Trademark Office	3113447	July 11, 2006	Renewed November 12, 2015
<p>Quality You Can See . .. And Taste</p>	United States Patent and Trademark Office	86775706	Filed October 01, 2015. Notice of Allowance issued August 30, 2016. Statement of Use due February 28, 2017.	Approval of Extension of Time to File SOU received February 24, 2017
<p>Seasonables</p>	United States Patent and Trademark Office	86830161	Office Action issued. D/L to respond 2/20	Notice of Abandonment issued March 20, 2017
<p>Quality You Can See . .. And Taste</p>	Dominican Republic	D0305216001	Published October 16, 2016. Registered.	

WHEREAS, the Parties have entered into that certain Asset Purchase Agreement dated as of March 23, 2017 (the "Purchase Agreement").

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, transfer, assign and convey to Assignee, and Assignee has agreed to purchase and acquire from Assignor, the Marks.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Assignment and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby transfers, conveys, and assigns to Assignee the Marks and all of Assignor's right, title, and interest in, to, and under the Marks, including any and all common law rights thereof and applications and registrations therefor and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States or any other country or jurisdiction throughout the world, together with the common law rights and goodwill of the business symbolized by the Marks and together with any and all causes of action and other rights assertable under the Marks, the right to recover for damages and profits from past, present, and future infringements or improper activities regarding the Marks, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Without limiting the generality of the foregoing, Assignee will have the sole right to sue and collect damages and/or profits for any past, present or future infringements or other violations of the Marks.

2. This assignment is made in connection with the transfer of the business to which the Marks pertain. If the Marks are the subject of an application based on Assignor's *bona fide* intent to use the Marks in commerce, Assignor hereby represents that Assignee is the successor to the portion of Assignor's ongoing and existing business to which the applications and the Marks pertain.

3. The Parties acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. This Assignment and may not be changed or modified in any regard except by an instrument in writing and signed by the parties hereto. This Assignment, and any subsequent written amendments or modifications to this Assignment, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its or any other jurisdiction's conflict of laws rules or principles. This Assignment may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument.

5. Assignor covenants that Assignor has the right to enter into this Assignment and further agrees, without consideration to execute all documents, assist in all proceedings (at the sole cost and expense of the Assignee), and cause such other lawful acts to be performed as Assignee may reasonably deem appropriate to perfect, register, or record the rights of the Assignee to the Marks and to effect fully this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of this 23 day of March, 2017.

ASSIGNOR:

INVENTURE FOODS, INC.

By: _____

Name: Steve Weinberger

Its: Chief Financial Officer

ASSIGNEE:

THE PICTSWEET COMPANY

By: _____

Name:

Its:

[Signature Page to Trademark Assignment]

**TRADEMARK
REEL: 006018 FRAME: 0231**

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed
as of this 23 day of March, 2017.

ASSIGNOR:

INVENTURE FOODS, INC.

By: _____
Name: Steve Weinberger
Its: Chief Financial Officer

ASSIGNEE:

THE PICTSWEET COMPANY

By: Wesley F. Eubanks
Name: Wesley F. Eubanks
Its: President, Chief Executive Officer

[Signature Page to Trademark Assignment]