OP \$165.00 337787

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM444410

| SUBMISSION TYPE: | NEW ASSIGNMENT | |
|-----------------------|--|--|
| NATURE OF CONVEYANCE: | Partial Release of Trademark Security Interest | |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------|----------|----------------|--|
| BSP AGENCY, LLC, as Agent | | | Limited Liability Company: DELAWARE |

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: 6

| Property Type | Number | Word Mark |
|----------------------|----------|------------------------|
| Registration Number: | 3377878 | RADER FARMS |
| Registration Number: | 3377879 | NATURE'S THREE BERRIES |
| Registration Number: | 3617289 | SUMMERS PEAK |
| Serial Number: | 86532744 | BLEND-A-BOWL |
| Serial Number: | 86800544 | SOUPABLES |
| Registration Number: | 3461983 | SIN IN A TIN |

CORRESPONDENCE DATA

Fax Number: 4045725100

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: 4045723408

Email: mramic@kslaw.com

Correspondent Name: Mia Ramic King and Spalding
Address Line 1: 1180 Peachtree Street NE
Address Line 4: Atlanta, GEORGIA 30309

| ATTORNEY DOCKET NUMBER: | 22033.015004 |
|-------------------------|---------------|
| NAME OF SUBMITTER: | /s/ Mia Ramic |
| SIGNATURE: | /s/ Mia Ramic |
| DATE SIGNED: | 09/25/2017 |

Total Attachments: 5

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PARTIAL RELEASE OF TRADEMARK SECURITY INTEREST

This **PARTIAL RELEASE OF TRADEMARK SECURITY INTEREST,** dated as of September 22, 2017, is made by **BSP AGENCY, LLC**, a Delaware limited liability company, in its capacity as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "<u>Agent</u>"), in favor of **INVENTURE FOODS, INC.**, a Delaware corporation (the "<u>Grantor</u>"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement.

WHEREAS, the Grantor, the Subsidiaries of the Grantor from time to time party thereto, the lenders from time to time party thereto (the "Lenders") and the Agent are parties to that certain Credit Agreement, dated as of November 18, 2015 (as amended by that certain First Amendment to Credit Agreement dated as of March 9, 2016, as amended by that certain Second Amendment to Credit Agreement dated as of September 27, 2016, as amended by that certain Limited Waiver and Third Amendment to Credit Agreement dated as of May 10, 2017, as amended by that certain Limited Waiver and Fourth Amendment to Credit Agreement dated as of July 21, 2017, as amended by that certain Limited Waiver and Fifth Amendment dated as of August 31, 2017 and as may be further amended, modified, extended, restated, replaced, or supplemented from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other grantors executed that certain Guaranty and Security Agreement, dated as of November 18, 2015 (as amended, restated, supplemented or otherwise modified from time to time the "Security Agreement"), and granted to the Agent a security interest in and to all of the Grantor's right, title and interest in all trademarks, trademark registrations and trademark applications and any renewals thereof (collectively, the "Trademarks") to secure the Obligations (as defined in the Credit Agreement);

WHEREAS, in furtherance of the Security Agreement, Grantor and certain other grantors executed a Trademark Security Agreement, dated November 18, 2015 (the "<u>Trademark Security Agreement</u>") which was duly recorded on November 23, 2015, at Reel/Frame 5673/0307 in the United States Patent and Trademark Office; and

WHEREAS, the Agent wishes to release and restore all right, title and interest in and dissolve those liens and encumbrances created by the Trademark Security Agreement and the Security Agreement solely with respect to the specific Trademarks set forth on <u>Schedule A</u> attached hereto (the "<u>Released Trademarks</u>");

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Agent hereby grants, assigns and conveys, without recourse or warranty, to the Grantor all of its rights, title and interest in the Released Trademarks, and terminates, releases, discharges, quitclaims and relinquishes unto the Grantor any and all security interests and liens it has against the Released Trademarks; and

FURTHER, the Trademark Security Agreement remains (and, following the foregoing release in respect of the Released Trademarks, shall remain) in full force and effect as among the Agent and Grantor and all liens and security interests granted by Grantor in and to the Trademarks (other than the Released Trademarks) shall remain in full force and effect.

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IN WITNESS WHEREOF, Agent has caused this Partial Release of Trademark Security Interest to be executed by its duly authorized representative as of the date first above written.

BSP AGENCY, LLC, as Agent

Ву: 📖

Name: Bryan Martoken Title: Chief Financial Officer

Partial Release of Trademark Security Interest

SCHEDULE A

Released Trademarks

Trademark Registrations/Applications

| Grantor | Mark | Jurisdiction | Reg. or Serial No. | Registration/Filing Date |
|-----------------------|-----------------------------|---|-----------------------|-----------------------------|
| Inventure Foods, Inc. | Rader Farms | United States Patent and Trademark Office | 3377878 | February 5, 2008 |
| Inventure Foods, Inc. | Nature's Three Berries | United States Patent and Trademark Office | 3377879 | February 5, 2008 |
| Inventure Foods, Inc. | Summers Peak | United States Patent and Trademark Office | 3617289 | May 5, 2009 |
| Inventure Foods, Inc. | Blend-a-Bowl | United States Patent and Trademark Office | 86532744 | June 30, 2015 |
| Inventure Foods, Inc. | Soupables | United States Patent and Trademark Office | 86800544 | October 27, 2015 |
| Inventure Foods, Inc. | Sin In A Tin | United States Patent and Trademark Office | 3461983 | July 8, 2008 |
| Inventure Foods, Inc. | Trois Baies de la Nature | Canada | TMA815445 | January 1 12, 2012 |
| Inventure Foods Inc. | Rader Farms | Canada | TMA792724 | March 11, 2011 |
| Inventure Foods, Inc. | Nature's Three Berries | Canada | TMA792723 | March 11, 2011 |

Trade Names

| Trade Name/Style | Jurisdiction(s) of Use |
|---------------------------------|--------------------------------|
| Rader Farms | United States, Canada, England |
| Willamette Valley Fruit Company | United States |

Partial Release of Trademark Security Interest

| Cin In A Tin | United States |
|-------------------|-----------------|
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RECORDED: 09/25/2017

Partial Release of Trademark Security Interest