

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444505

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		09/22/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Oregon Potato Company		
Street Address:	P.O. Box 3110		
City:	Pasco		
State/Country:	WASHINGTON		
Postal Code:	99302		
Entity Type:	Corporation: WASHINGTON		
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	
Registration Number:	3461983	SIN IN A TIN	
Serial Number:	86532744	BLEND-A-BOWL	
Serial Number:	86800544	SOUPABLES	
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:	416-836-2506		
Email:	TMDocket@dlapiper.com		
Correspondent Name:	Gina L. Durham, Esq.		
Address Line 1:	555 Mission Street, Suite 2400		
Address Line 4:	San Francisco, CALIFORNIA 94105-2933		
NAME OF SUBMITTER:	Gina L. Durham, Esq.		
SIGNATURE:	/Gina Durham/		
DATE SIGNED:	09/26/2017		
Total Attachments: 3			

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “Assignment”) is made as of September 22, 2017, by and between Inventure Foods, Inc., a Delaware corporation, (“Assignor”), and Oregon Potato Company, a Washington 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. or Serial No.	Registration/Filing Date
Rader Farms	United States Patent and Trademark Office	3377878	February 5, 2008
Nature’s Three Berries	United States Patent and Trademark Office	3377879	February 5, 2008
Summers Peak	United States Patent and Trademark Office	3617289	May 5, 2009
Blend-a-Bowl	United States Patent and Trademark Office	86532744	June 30, 2015
Soupables	United States Patent and Trademark Office	86800544	October 27, 2015
Sin In A Tin	United States Patent and Trademark Office	3461983	July 8, 2008
Trois Baies de la Nature	Canada	TMA815445	January 12, 2012
Rader Farms	Canada	TMA792724	March 11, 2011
Nature’s Three Berries	Canada	TMA792723	March 11, 2011

WHEREAS, the Parties have entered into that certain Asset Purchase Agreement dated as of September 8, 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, together with the common law rights and goodwill of the business symbolized by the Marks and together with substantially all of the business to which the Marks pertain.

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 Washington, 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, each with the intent to be legally bound, have caused this Assignment to be executed by their duly authorized representatives as of this ___ day of September, 2017.

ASSIGNOR:

INVENTURE FOODS, INC.

By: _____

Name: Steve Weinberger

Its: Chief Financial Officer and Secretary

ASSIGNEE:

OREGON POTATO COMPANY

By: _____

Name: _____

Its: _____

[Signature Page to Trademark Assignment]