

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460463

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Inventure Foods, Inc.		01/26/2018	Corporation: DELAWARE
TEJAS PB DISTRIBUTING, INC.		01/26/2018	Corporation: ARIZONA
Poore Brothers - Bluffton, LLC		01/26/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	One Bryant Park
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Bank: NORTH CAROLINA

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3720046	BOULDER CANYON
Registration Number:	4846002	BOULDER CANYON AUTHENTIC FOODS
Registration Number:	4137949	BOULDER CANYON NATURAL FOODS
Registration Number:	4137948	BOULDER CANYON NATURAL FOODS
Registration Number:	4079714	BOULDER CANYON NATURAL FOODS
Registration Number:	4079713	BOULDER CANYON NATURAL FOODS
Registration Number:	3576952	CANYON CUT
Registration Number:	2117466	POORE BROTHERS
Registration Number:	3428071	INTENSELY DIFFERENT
Registration Number:	1467561	TEXAS STYLE
Registration Number:	1424126	TATO SKINS
Registration Number:	1511130	O'BOISIES
Registration Number:	2459870	PIZZARIAS
Registration Number:	1537532	BRAIDS
Registration Number:	4080746	INVENTURE FOODS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3670911	
Registration Number:	3756227	
Registration Number:	4586085	ARISE
Registration Number:	1417946	BRAIDS

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: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F175248 TM 1L
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	02/01/2018

Total Attachments: 7
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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”) dated as of January 26, 2018, is made by the Persons listed on the signature pages hereof (each a “Grantor” and collectively, the “Grantors”) in favor of BANK OF AMERICA, N.A. (“Bank of America”) as Collateral Agent (the “First Lien Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, UTZ QUALITY FOODS, LLC, a Delaware limited liability company (the “Borrower”), UM-U INTERMEDIATE, LLC, a Delaware limited liability company (“UM-U Parent”), UM-R INTERMEDIATE, LLC, a Delaware limited liability company (“UM-R Parent”), SRS LEASING, LLC, a Delaware limited liability company (“SRS Leasing Parent”, and together with UM-U Parent and UM-R Parent, the “Parents”), Bank of America, as Administrative Agent and as First Lien Collateral Agent, each Lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”) and each other party thereto have entered into the First Lien Credit Agreement dated as of November 21, 2017 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into Supplement No.1 to the Security Agreement dated as of the date hereof under the terms of which each Grantor became a “Grantor” (as defined in the Security Agreement) under that certain First Lien Security Agreement dated as of November 21, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans from time to time.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the First Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the First Lien Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “First Lien Collateral”):

- (a) all issued and pending Patents (as defined in the Security Agreement) in the United States Patent and Trademark Office, including those set forth in Schedule A hereto;
- (b) all registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office, including those set forth in Schedule B hereto (excluding any Excluded Property).

SECTION 2. Security for Obligations. The grant of a security interest in the First Lien Collateral by each Grantor under this Intellectual Property Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, wheth-

er direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Intellectual Property Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Intellectual Property Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Intellectual Property Security Agreement.

SECTION 4. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the First Lien Collateral Agent with respect to the First Lien Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Intellectual Property Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

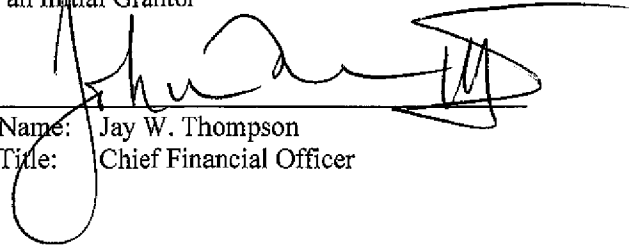
SECTION 7. Severability. In case any one or more of the provisions contained in this Intellectual Property Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

INVENTURE FOODS, INC., a Delaware corporation
TEJAS PB DISTRIBUTING, INC. an Arizona corporation
POORE BROTHERS – BLUFFTON, LLC, a Delaware limited liability company,
each as an Initial Grantor


By: _____


Name: Jay W. Thompson
Title: Chief Financial Officer

[Signature Page to First Lien Intellectual Property Security Agreement]

TRADEMARK
REEL: 006263 FRAME: 0595

BANK OF AMERICA, N.A.,
as First Lien Collateral Agent

By: 
Name: Paley Chen
Title: Vice President

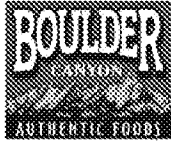
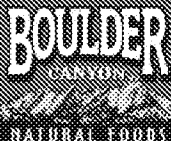
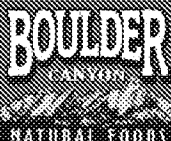
[Signature Page to First Lien Intellectual Property Security Agreement]

SCHEDULE A


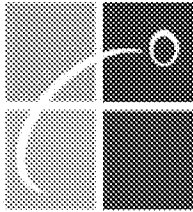
United States Patents and Patent Applications

Registered owner/ Grantor	Patent Title	Patent No. or Ap- plication No.
Inventure Foods, Inc.	D489864 "The ornamental design for a snack food, as shown and described."	D489864

SCHEDULE B
United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Inventure Foods, Inc.	BOULDER CANYON	App. No. 78556283 Reg. No. 3720046
Inventure Foods, Inc.	 BOULDER CANYON AUTHENTIC FOODS & Design	App. No. 86593665 Reg. No. 4846002
Inventure Foods, Inc.	 BOULDER CANYON NATURAL FOODS & Design	App. No. 85343046 Reg. No. 4137949
Inventure Foods, Inc.	 BOULDER CANYON NATURAL FOODS & Design	App. No. 85343044 Reg. No. 4137948
Inventure Foods, Inc.	BOULDER CANYON NATURAL FOODS	App. No. 85314909 Reg. No. 4079714
Inventure Foods, Inc.	BOULDER CANYON NATURAL FOODS ¹	App. No. 85314906 Reg. No. 4079713
Inventure Foods, Inc.	CANYON CUT	App. No. 77161160 Reg. No. 3576952
Inventure Foods, Inc.	POORE BROTHERS	App. No. 75109888 Reg. No. 2117466
Inventure Foods, Inc.	INTENSELY DIF- FERENT	App. No. 78523939 Reg. No. 3428071
Tejas PB Distributing Corpora- tion	TEXAS STYLE	App. No. 73591439 Reg. No. 1467561
Poore Brothers – Bluffton, LLC	TATO SKINS	App. No. 73488915

¹ Inventure Foods, Inc. re-branded to BOULDER CANYON AUTHENTIC FOODS, no longer uses the indicated BOULDER CANYON NATURAL FOODS marks, and intends to allow these registrations to lapse.

		Reg. No. 1424126
Poore Brothers – Bluffton, LLC	O'BOISIES	App. No. 73708785 Reg. No. 1511130
Inventure Foods, Inc.	PIZZARIAS	App. No. 76111820 Reg. No. 2459870
Poore Brothers – Bluffton, LLC	BRAIDS	App. No. 73642394 Reg. No. 1537532
Inventure Foods, Inc.	INVENTURE FOODS	App. No. 85021603 Reg. No. 4080746
Inventure Foods, Inc.		App. No. 77977341 Reg. No. 3670911
Inventure Foods, Inc.		App. No. 78909325 Reg. No. 3756227
Inventure Foods, Inc.	ARISE	App. No. 86093955 Reg. No. 4586085
Poore Brothers – Bluffton, LLC	BRAIDS	App. No. 73192793 Reg. No. 1417946