

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM460467

|                              |  |
|------------------------------|--|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT                               |
| <b>NATURE OF CONVEYANCE:</b> | ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT |
| <b>SEQUENCE:</b>             | 3  |

## 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

|                        |  |
|------------------------|--|
| <b>Name:</b>           | Bank of America, N.A., as Collateral Agent |
| <b>Street Address:</b> | One Bryant Park                            |
| <b>City:</b>           | New York                                   |
| <b>State/Country:</b>  | NEW YORK                                   |
| <b>Postal Code:</b>    | 10036                                      |
| <b>Entity Type:</b>    | 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 ABL

**NAME OF SUBMITTER:** Theresa Volano

**SIGNATURE:** /Theresa Volano/

**DATE SIGNED:** 02/01/2018

#### Total Attachments: 8

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## ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT

This ABL 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 “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 “Administrative Borrower”), GOLDEN FLAKE SNACK FOODS, INC., a Delaware corporation (a “Co-Borrower” and together with any Additional Borrowers from time to time party thereto and the Administrative Borrower, the “Borrowers”), 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”), MANUFACTURERS AND TRADERS TRUST COMPANY, as L/C Issuer, BANK OF AMERICA, as Administrative Agent, Collateral Agent, L/C Issuer and Swing Line Lender, each Lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”) and each other party thereto have entered into the ABL 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 ABL 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 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 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 “ABL 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 ABL 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, whether 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 Collateral Agent with respect to the ABL 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

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

By: 

Name: Paley Chen

Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE A

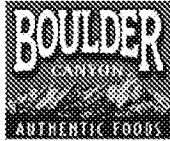
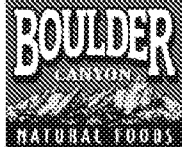
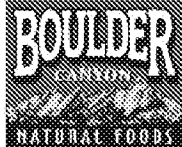
United States Patents and Patent Applications

| <b>Registered owner/<br/>Grantor</b> | <b>Patent<br/>Title</b>   | <b>Patent No. or<br/>Application No.</b> |
|--------------------------------------|---|--|
| Inventure Foods, Inc.                | D489864 "The ornamental design for a snack food, as shown and described." | D489864                                  |


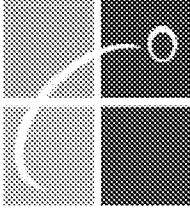


SCHEDULE B

United States Trademark Registrations and Trademark Applications

| <b>Registered owner/<br/>Grantor</b> | <b>Trademark</b>   | <b>Registration No. or Application No.</b> |
|--------------------------------------|--|--|
| Inventure Foods, Inc.                | BOULDER CANYON   | App. No. 78556283<br>Reg. No. 3720046      |
| Inventure Foods, Inc.                | <br>BOULDER CANYON<br>AUTHENTIC FOODS<br>& Design | App. No. 86593665<br>Reg. No. 4846002      |
| Inventure Foods, Inc.                | <br>BOULDER CANYON<br>NATURAL FOODS &<br>Design   | App. No. 85343046<br>Reg. No. 4137949      |
| Inventure Foods, Inc.                | <br>BOULDER CANYON<br>NATURAL FOODS &<br>Design | App. No. 85343044<br>Reg. No. 4137948      |
| Inventure Foods, Inc.                | BOULDER CANYON<br>NATURAL FOODS  | App. No. 85314909<br>Reg. No. 4079714      |
| Inventure Foods, Inc.                | BOULDER CANYON<br>NATURAL FOODS <sup>1</sup>   | App. No. 85314906<br>Reg. No. 4079713      |
| Inventure Foods, Inc.                | CANYON CUT   | App. No. 77161160<br>Reg. No. 3576952      |
| Inventure Foods, Inc.                | POORE BROTHERS   | App. No. 75109888<br>Reg. No. 2117466      |
| Inventure Foods, Inc.                | INTENSELY<br>DIFFERENT   | App. No. 78523939<br>Reg. No. 3428071      |

<sup>1</sup> 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.

|                                   |  |                                       |
|-----------------------------------|--|---------------------------------------|
| Tejas PB Distributing Corporation | TEXAS STYLE  | App. No. 73591439<br>Reg. No. 1467561 |
| Poore Brothers – Bluffton, LLC    | TATO SKINS   | App. No. 73488915<br>Reg. No. 1424126 |
| Poore Brothers – Bluffton, LLC    | O'BOISIES  | App. No. 73708785<br>Reg. No. 1511130 |
| Inventure Foods, Inc.             | PIZZARIAS  | App. No. 76111820<br>Reg. No. 2459870 |
| Poore Brothers – Bluffton, LLC    | BRAIDS   | App. No. 73642394<br>Reg. No. 1537532 |
| Inventure Foods, Inc.             | INVENTURE FOODS  | App. No. 85021603<br>Reg. No. 4080746 |
| Inventure Foods, Inc.             |   | App. No. 77977341<br>Reg. No. 3670911 |
| Inventure Foods, Inc.             |  | App. No. 78909325<br>Reg. No. 3756227 |
| Inventure Foods, Inc.             | ARISE  | App. No. 86093955<br>Reg. No. 4586085 |
| Poore Brothers – Bluffton, LLC    | BRAIDS   | App. No. 73192793<br>Reg. No. 1417946 |