# OP \$115.00 141794

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM473111

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Poore Brothers - Bluffton, LLC		05/08/2018	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Inventure Foods, Inc.		
Street Address:	5415 E. HIGH STREET		
Internal Address:	Ste. 350		
City:	PHOENIX		
State/Country:	ARIZONA		
Postal Code:	85054		
Entity Type:	Corporation: DELAWARE		

### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	1417946	BRAIDS
Registration Number:	1424126	TATO SKINS
Registration Number:	1537532	BRAIDS
Registration Number:	1511130	O'BOISIES

### **CORRESPONDENCE DATA**

**Fax Number:** 2157012273

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:** 2156657273

Email: CMiller@cozen.com
Correspondent Name: Camille M. Miller

Address Line 1: 1650 Market Street, Suite 2800

Address Line 2: Cozen O'Connor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	330861
NAME OF SUBMITTER:	Chanel L. Lattimer
SIGNATURE:	/Chanel L. Lattimer/
DATE SIGNED:	05/08/2018

# **Total Attachments: 4**

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### TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into as of the date of last signature below (the "Effective Date") and is entered into by and between Poore Brothers – Bluffton, LLC, a Delaware limited liability company ("Assignor"), and Inventure Foods, Inc., a Delaware corporation ("Assignee"). Assignor and Assignee are hereby referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, Assignor wishes to assign, transfer, and convey to Assignee all of Assignor's rights, title, and interest in and to any and all trademarks owned by Assignee including, without limitation, the trademarks and trademark registrations appearing on **Schedule A** ("**Trademarks**") on the terms and conditions set forth in this Assignment; and

WHEREAS, Assignee is desirous of obtaining all of Assignor's rights, title, and interest in and to the Trademarks, subject to the terms and conditions in this Assignment.

NOW, THEREFORE, in consideration of the sum of \$5.00 to be paid by Assignee to Assignor simultaneously with the execution of this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

- 1. Assignor hereby assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, all of Assignor's rights, title and interest in, under, and to the Trademarks (including the registrations identified on **Schedule A**), together with the goodwill associated with and symbolized by such Trademarks, the same to be held by Assignee for Assignee's (and Assignee's successors', assigns', and other legal representatives') own use and enjoyment, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. The foregoing assignment includes the right for Assignee to sue for and collect damages arising out of or under the past, present, or future infringement, misappropriation and/or dilution of the Trademarks, all rights to royalties, and license fees, if any, deriving from the Trademarks, and the right for Assignee to file, secure, and maintain applications and registrations for the Trademarks in Assignee's name.
- 2. From and after the date hereof, Assignor shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment. Without limiting the foregoing, Assignor shall execute and deliver to Assignee such assignments and other documents, certificates, and instruments as may be reasonably necessary to record and perfect the Assignment. Assignee shall be responsible, at Assignee's expense, for filing the Assignment, and other documents, certificates, and instruments of conveyance with the applicable governmental authorities; provided that Assignor shall take such steps and actions, and provide such cooperation and assistance, to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the Assignment hereunder. In the event Assignee

is unable for any reason to perform the actions set forth in this Section, Assignor hereby designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, to act for and on Assignor's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section, with the same legal force and effect as if executed by Assignor.

3. This Assignment shall inure to the benefit of the Assignee and its successors and assigns.

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IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized executives as of the date set forth below:

Poore Brothers - Bluffton, LLC

Name: Dylan B. Lissette

Title: Chief Executive Officer

Date: May 8, 2018

Inventure Foods, Inc.

Name: Dylan B Lissette

Title: Chief Executive Officer

Date: May 8\_, 2018

[Signature Page to PBB/Inventure TM Assignment]

# **SCHEDULE A**

Trademark	Reg. No.	Reg. Date	Int'l Class	Goods
BRAIDS	1417946	Nov. 18, 1986	30	Twisted Pretzel
				Sticks
TATO SKINS	1424126	Jan. 6, 1987	29	Potato based
				snack chips
BRAIDS	1537532	May 2, 1989	30	Pretzels
O'BOISIES	1511130	Nov. 1, 1988	29	Potato snack
				chip

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**RECORDED: 05/08/2018**