

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM546316

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Inventure Foods, Inc.		10/21/2019	Corporation: 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: 7			
Property Type	Number	Word Mark	
Registration Number:	1911595	POORE BROTHERS	
Registration Number:	3377878	RADER FARMS	
Registration Number:	3377879	NATURE'S THREE BERRIES	
Registration Number:	3617289	SUMMERS PEAK	
Registration Number:	5055370	BLEND-A-BOWL	
Registration Number:	5702284	LIVE BETTER. EAT BOULDER.	
Registration Number:	5725883	EST. 1994 BOULDER CANYON	
CORRESPONDENCE DATA			
Fax Number:			
<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:	202.370.4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Wenny Zhu		
SIGNATURE:	/Wenny Zhu/		
DATE SIGNED:	10/23/2019		

OP \$190.00 1911595

Total Attachments: 5

source=UTZ - First Lien Trademark 10-21-19 Inventure#page2.tif

source=UTZ - First Lien Trademark 10-21-19 Inventure#page3.tif

source=UTZ - First Lien Trademark 10-21-19 Inventure#page4.tif

source=UTZ - First Lien Trademark 10-21-19 Inventure#page5.tif

source=UTZ - First Lien Trademark 10-21-19 Inventure#page6.tif

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated as of October 21, 2019, is made by the Person listed on the signature pages hereof (the “Grantor”) 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 Grantor entered into Supplement No.1 to the Security Agreement dated as of January 26, 2018 under the terms of which the 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 Grantor has 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 Grantor, and have agreed as a condition thereof to execute this Trademark 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. Grantor hereby grants to the First Lien Collateral Agent for the benefit of the Secured Parties a security interest in all of Grantor’s right, title and interest in and to 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 A hereto (excluding any Excluded Property) (the “First Lien Collateral”).

SECTION 2. Security for Obligations. The grant of a security interest in the First Lien Collateral by the Grantor under this Trademark Security Agreement secures the payment of all Obligations of the 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 Trademark Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by the 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 Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark 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 Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. 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 Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 6. Governing Law. This Trademark 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 Trademark 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]

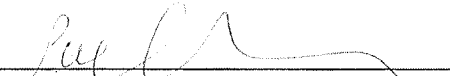
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

INVENTURE FOODS, INC.,
a Delaware corporation,
as Grantor

By: 
Name: Dylan B. Lissette
Title: Chief Executive Officer

[Signature Page to First Lien Trademark Security Agreement]

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

By: 
Name: Paley Chen
Title: Vice President

[Signature Page to Short Form First Lien Trademark Security Agreement (Inventure)]

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Inventure Foods, Inc.	POORE BROTHERS	1911595
Inventure Foods, Inc.	RADER FARMS	3377878
Inventure Foods, Inc.	NATURE'S THREE BERRIES	3377879
Inventure Foods, Inc.	SUMMERS PEAK	3617289
Inventure Foods, Inc.	BLEND-A-BOWL	5055370
Inventure Foods, Inc.	LIVE BETTER. EAT BOULDER.	5702284
Inventure Foods, Inc.	EST. 1994 BOULDER CANYON	5725883