

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM842456

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|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|--|
| Bank of America, N.A., as Collateral Agent | | 09/27/2023 | National Banking Association: UNITED STATES |

RECEIVING PARTY DATA

| | |
|------------------------|----------------------------------|
| Name: | Inventure Foods, Inc. |
| Street Address: | 5415 EAST HIGH STREET, SUITE 350 |
| City: | Phoenix |
| State/Country: | ARIZONA |
| Postal Code: | 85054 |
| Entity Type: | Corporation: DELAWARE |

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: 7043311159

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: 7043311000

Email: PTO_TMconfirmation@mvalaw.com,
maryelizabethzaldivar@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700, ATTN: IP DEPARTMENT

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 037859.000015

TRADEMARK

REEL: 008211 FRAME: 0853

| | |
|---|------------------|
| NAME OF SUBMITTER: | John Slaughter |
| SIGNATURE: | /john slaughter/ |
| DATE SIGNED: | 09/27/2023 |
| Total Attachments: 3 source=TRSI-T - Bank of America, N.A., as Collateral Agent to Inventure Foods, Inc#page1.tif source=TRSI-T - Bank of America, N.A., as Collateral Agent to Inventure Foods, Inc#page2.tif source=TRSI-T - Bank of America, N.A., as Collateral Agent to Inventure Foods, Inc#page3.tif | |

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of September 21, 2023 ("Release"), is made by Bank of America, N.A., as Collateral Agent ("Collateral Agent"), in favor of Inventure Foods, Inc., a Delaware corporation ("Grantor").

WHEREAS, pursuant to that certain First Lien Security Agreement dated as of November 21, 2017 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement") by and among the Grantor, Collateral Agent, and others party thereto and the First Lien Trademark Security Agreement dated as of October 21, 2019 ("Trademark Security Agreement") by and among the Grantor and Collateral Agent, Grantor granted to the 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 First Lien Collateral; and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on October 23, 2019 at Reel 6777 Frame 0425.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement.

SECTION 2. Termination and Release. Collateral Agent, on behalf of the Secured Parties, hereby:

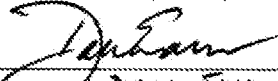
- (a) terminates the Trademark Security Agreement;
- (b) terminates, cancels, forever discharges, and releases the security interest in all of Grantor's right, title and interest in and to all First Lien Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;
- (c) represents and warrants that it has full authority to execute and deliver this Release; and
- (d) authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 3. Further Assurances. Collateral Agent, at Grantor's expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the First Lien Collateral, Collateral Agent will, at Grantor's expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

Bank of America, N.A., as Collateral Agent

By: 
Name: DAN EVANS
Title: SVP

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 |