

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INVENTURE FOODS, INC.		11/08/2013	CORPORATION: ARIZONA

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
Street Address:	FOOD INDUSTRIES GROUP, 950 17TH STREET, 7TH FLOOR
City:	DENVER
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
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:	4080746	INVENTURE FOODS
Registration Number:	3756227	
Registration Number:	3756226	THE INVENTURE GROUP
Registration Number:	3720046	BOULDER CANYON
Registration Number:	3428073	INTENSELY DIFFERENT
Registration Number:	3428071	INTENSELY DIFFERENT
Registration Number:	3670911	
Registration Number:	3617289	SUMMERS PEAK
Registration Number:	3377879	NATURE'S THREE BERRIES
Registration Number:	3377878	RADER FARMS

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Registration Number:	3576952	CANYON CUT
Registration Number:	2459870	PIZZARIAS
Registration Number:	2117466	POORE BROTHERS
Registration Number:	1911595	POORE BROTHERS
Registration Number:	3185430	FRESH FROZEN
Registration Number:	3113447	FRESH FROZEN
Serial Number:	86001299	WILLAMETTE VALLEY FRUIT CO.
Serial Number:	86093955	ARISE

CORRESPONDENCE DATA

Fax Number: 2149813400
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 214 981 3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark
Address Line 1: 717 North Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	40106-30640
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	11/13/2013

Total Attachments: 5
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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of November 8, 2013, by and from INVENTURE FOODS, INC. an Arizona corporation ("Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, for itself and as Administrative Agent for the Holders of Secured Obligations (as defined in the Security Agreement referenced below) (in such capacities, "Grantee").

WHEREAS, Grantor, certain of its Subsidiaries, (collectively with Grantor, the "Borrowers" and each individually, a "Borrower"), the Lenders and Grantee have entered into a Credit Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Borrowers have guaranteed the repayment of the Secured Obligations pursuant to a Guaranty dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time).

WHEREAS, the Borrowers and Grantee have entered into a Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Holders of Secured Obligations. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the prompt and complete payment and performance of all the Secured Obligations. Upon termination of the Security Agreement, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with

such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Arizona.

IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

INVENTURE FOODS, INC.

By: 

Name: Steve Weinberger

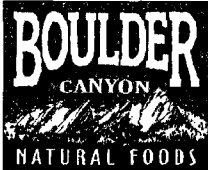
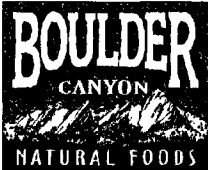
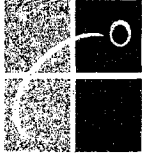

Title: Chief Financial Officer




Confirmatory Grant of Security Interest In United States Trademarks

TRADEMARK
REEL: 005153 FRAME: 0110

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Mark	Registration Number/Serial Number
WILLAMETTE VALLEY FRUIT CO.	86001299
BOULDER CANYON NATURAL FOODS <i>and Design</i> 	4137949
BOULDER CANYON NATURAL FOODS <i>and Design</i> 	4137948
BOULDER CANYON NATURAL FOODS	4079714
BOULDER CANYON NATURAL FOODS	4079713
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DESIGN ONLY 	3756227
THE INVENTURE GROUP	3756226
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FRESH FROZEN <i>and Design</i> 	3113447