

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459209

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Inventure Foods, Inc.		12/12/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Oregon Potato Company		
Street Address:	P.O. Box 3110		
City:	Pasco		
State/Country:	WASHINGTON		
Postal Code:	99302		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3467064	LEMON LUST	
CORRESPONDENCE DATA			
Fax Number:	4156597333		
<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:	415-863-2516		
Email:	TMDocket@dlapiper.com		
Correspondent Name:	GINA L. DURHAM, ESQ.		
Address Line 1:	555 MISSION STREET, SUITE 2400		
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94105-2933		
NAME OF SUBMITTER:	Stephanie L. Hall, Esq.		
SIGNATURE:	/Stephanie L. Hall/		
DATE SIGNED:	01/24/2018		
Total Attachments: 1			
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CONFIRMATORY TRADEMARK ASSIGNMENT

WHEREAS, Inventure Foods, Inc., a Delaware corporation (“Assignor”), and Oregon Potato Company, a Washington corporation (“Assignee”), have entered into that certain Asset Purchase Agreement dated as of September 8, 2017, as amended. (the “Agreement”);

WHEREAS, pursuant to the Agreement, Assignor has agreed to assign, among other things, all of Assignor’s right, title and interest in and to the trademark listed below:

Mark	Jurisdiction	App No./ Ser No.	Filing Date/ Registration Date
LEMON LUST	United States	App. No. 77334268 Reg. No. 3467064	Filed: Nov. 20, 2007 Registered: July 15, 2008

(the “Trademark”).

NOW, THEREFORE, for good and valuable consideration paid by Assignee to Assignor as set forth in the Agreement, the receipt and sufficiency of which is hereby acknowledged, the undersigned agree as follows:

1. Assignment. Assignor hereby sells, conveys, assigns and transfers to Assignee, and Assignee hereby accepts, all right, title and interest in and to the Trademark, including the applications and registrations therefor and the goodwill of the portion of the business of Assignor symbolized by the Trademark together with the right to recover for damages and profits for past infringements thereof, if any.

2. Further Assurances. Assignor grants to Assignee and to the attorneys of record (now and in the future) for each of the Trademarks the power to insert on this Confirmatory Assignment Agreement any further identification information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, and any foreign trademark office, for recordation of this document. Assignor agrees, at the request of Assignee, to take or cause to be taken all such other actions, including the execution of any and all other instruments in writing, further applications, papers, affidavits, powers of attorney, assignments and other documents, which may be reasonably required or necessary to more effectively secure to, and vest in, Assignee and its successors and assigns, the entire right, title and interest in and to the Trademark and otherwise to effectuate fully the purposes, terms and conditions of this Confirmatory Assignment Agreement.

IN WITNESS WHEREOF, Assignor has caused this Confirmatory Trademark Assignment to be executed by its duly authorized officer on this 12 day of December, 2017.

Inventure Foods, Inc.

By: _____

Name:

Title:

Steven Sklar
SVP marketing