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
Talking Rain Beverage Company, Inc.		07/28/2010	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	601 W 1st Avenue, Suite 900
City:	Spokane
State/Country:	WASHINGTON
Postal Code:	99201
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Serial Number:	77288812	ACTIVWATER
Serial Number:	77755420	ACTIVWATER
Registration Number:	2219620	AIRWATER
Registration Number:	2355881	AIRWATER
Registration Number:	2274586	AIRWATER
Registration Number:	3533345	AS IN LIFE, CHILL FOR BEST RESULTS
Registration Number:	3316841	BOTANICALS
Registration Number:	1941886	
Serial Number:	77689302	ACTIVEPRO+
Serial Number:	77262115	FUSIONS
Registration Number:	2040885	ICE
Registration Number:	3729486	IF NATURE COULD NATURE WOULD
Serial Number:	77683137	PINK
Registration Number:	1944414	SPARKLING ICE

OP $615.00 77288812

Registration Number:	3584973	
Registration Number:	1606622	TALKING RAIN
Registration Number:	1877869	TALKING RAIN
Registration Number:	1720580	TALKINGRAIN
Registration Number:	3490434	TALKING RAIN
Registration Number:	3146516	TWIST
Registration Number:	3547431	TWIST NATURALS
Registration Number:	3547430	TWIST ORGANICS
Registration Number:	2748448	VITARAIN
Serial Number:	77932878	XT

CORRESPONDENCE DATA

Fax Number: (503)778-2200

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (503) 778-2137

Email: trademarks@lanepowell.com

Correspondent Name: Lisa M. Davis

Address Line 1: 601 SW 2nd Avenue, Suite 2100

Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER:	105727.991
NAME OF SUBMITTER:	Lisa M. Davis
Signature:	/lisa m davis/
Date:	09/21/2010

Total Attachments: 16

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of July 28, 2010, by and between TALKING RAIN BEVERAGE COMPANY, INC. ("Debtor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank").

RECITALS

WHEREAS, Bank has extended or will hereafter extend credit to Debtor, and to secure its obligations to Bank, Debtor has executed various agreements, including without limitation, that certain Amended and Restated Continuing Security Agreement: Rights to Payment and Inventory dated as of July 28, 2010 covering among other items, various proprietary rights and trademarks (which security agreement, together with any and all amendments and modifications thereto from time to time entered into, and any security agreements at any time hereafter executed in replacement and/or in substitution thereof and/or in addition thereto, shall be referred to herein as the "Security Agreement"); and

WHEREAS, Debtor and Bank wish to further clarify and declare their respective rights and obligations with regard to certain collateral in an instrument to be recorded with the United States Patent and Trademark Office and elsewhere.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Debtor and Bank hereby agree as follows:

1. Security Interests. Pursuant to the Security Agreement and subject to and upon the additional terms, covenants and conditions hereof, Debtor hereby grants, to Bank a security interest in Debtor's entire right, title and interest in and to all of the following (the "Property"):

(a) all trademarks, service marks, trade names, proprietary labels and logos in which Debtor now has or at any time hereafter acquires an interest and the goodwill in Debtor's business and products associated with such trademarks, service marks, trade names, proprietary labels and logos; and

(b) the right to sue, in Bank's name or joined with Debtor, for past, present or future infringements of rights in any such trademarks, service marks, trade names, proprietary labels and logos.

The Property shall include without limitation: (i) all trademarks, service marks and trade names, proprietary labels and logos described in Exhibit A attached hereto and incorporated herein by this reference and the Debtor's goodwill in its business associated with the same, and (ii) all registrations, renewals and/or extensions of any of the Property.

2. Obligations Secured. The security interest established by this Agreement secures payment of all indebtedness and performance of all obligations which may now or at any time hereafter be owed by Debtor to Bank, including without limitation, all obligations now existing or arising under or in connection with the Security Agreement, and/or in connection with any promissory note and/or loan agreement now or after any time hereafter executed by Debtor with Bank, including but not limited to that certain Amended and Restated Credit Agreement between Debtor and Bank dated as of July 28, 2010, and all amendments, modifications and

extensions thereto, and substitutions or replacements therefor which may from time to time be entered into between Debtor and Bank (the "Loan Agreement"). Upon payment and performance in full of all of the obligations secured hereby, Bank, at Debtor's cost and expense, shall terminate its security interest in the Property.

3. Perfection of Security Interest. Debtor hereby covenants and agrees to prepare, execute, acknowledge, deliver and record or file such instruments and documents and to do and perform all other acts which may be necessary or which Bank deems necessary or appropriate to perfect Bank's security interest in the Property. Concurrently with the filing of any trademark application or the acquisition of any interest in or to any trademark hereafter, Debtor shall duly execute, acknowledge and record in the United States Patent and Trademark Office a Trademark Security Agreement substantially in the form of this Agreement; provided that Exhibit A to each such Trademark Security Agreement shall describe (with such particularity as may be required by said Patent and Trademark Office or other applicable governmental authorities or agencies from time to time) only the additional trademarks and applications which have not been previously recorded as subject to Bank's security interest.

4. Retention of Rights. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Security Agreement and the Loan Agreement), Debtor shall retain the right to use the Property in the ordinary course of Debtor's business. Debtor agrees neither to sell or assign its interest in, nor grant any license under, the Property, without the prior written consent of Bank; provided however, that Debtor may grant such bona fide licenses for good and valuable consideration as are necessary and usual in the ordinary course of Debtor's business as it is presently conducted and as it may be legally expanded, on the condition that such licenses so granted shall be subject to the terms and conditions of the Security Agreement and this Agreement.

5. Warranties. In addition to the representations and warranties made by Debtor in the Security Agreement, Debtor represents and warrants that:

(a) the Property listed on Exhibit A and in Exhibit A to any other Trademark Security Agreement (s) delivered by Debtor to Bank represents all of the trademarks, service marks, trade names, proprietary labels and logos and applications therefor in which Debtor has any rights and in which Debtor has applied for any rights as of the date of this Agreement; and

(b) the information set forth in Exhibit A hereto is entirely correct.

6. Covenants. Debtor hereby covenants and agrees to cooperate with Bank in whatever manner may be necessary or which Bank may deem necessary or appropriate so that Bank may enjoy its rights and interests hereunder to the fullest extent. Such cooperation shall include, without limitation:

(a) prompt preparation and execution (at Debtor's expense) of all petitions, oaths, specifications, declarations or other papers that may be necessary or which Bank reasonably may deem necessary or appropriate for prosecuting any trademark or other Property applications or applications for the registration, renewal or extension of any trademark or other Property in which Bank acquires a security interest hereunder and for prosecuting interference proceedings involving any such Property applications pertaining to any such Property; and

(b) prompt assistance and cooperation (at Debtor's expense) in the prosecuting of any legal actions or other proceedings involving any Property or application

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pertaining to any Property in which Bank acquires a security interest hereunder, including without limitation, oppositions, cancellation proceedings, priority contests, public use proceedings and court actions alleging infringement or any other cause of action.

7. Defense of Property; Indemnity. Debtor hereby covenants and agrees promptly upon request of Bank to defend the Property and Bank's rights and interests therein and to promptly notify Bank of any event, occurrence or legal action which affects the Property or the rights of the parties in relation thereto. Debtor acknowledges that Bank may, but shall have no obligation whatsoever to, commence any legal action or other proceeding to defend the Property or to contest the use by any other party of the Property or any portion thereof. Debtor shall unconditionally indemnify Bank and hold Bank harmless from and against all claims, causes of action, damages, liability, costs and expenses, including reasonable attorneys' fees, that Bank may be subject to in connection with this Agreement except those arising out of the gross negligence or willful misconduct of Bank, including without limitation, Property infringement suits that may be brought against Bank.

8. Appointment. Bank shall have the right to, in the name of Debtor, or in the name of Bank or otherwise, without notice to or assent by Debtor, and Debtor hereby irrevocably constitutes and appoints Bank (and any of Bank's officers or employees or agents designated by Bank) as Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Debtor on all or any of such documents or instruments and perform all other acts that Bank deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of Bank's security interest in, the Property, (ii) execute any and all other documents and instruments, and perform any and all acts and things for and on behalf of Debtor, which Bank may deem necessary or advisable to maintain, preserve, or protect the Property and to accomplish the purposes of this Agreement, including without limitation (A) to assert or retain any rights under any license agreement for any of the Property, (B) after the occurrence of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Property, and (C) after the occurrence of any Event of Default, to execute any and all applications, documents, papers and instruments for Bank to use the Property, to grant or issue any exclusive or non-exclusive license with respect to any Property, and to assign, convey or otherwise transfer title in or dispose of any of the Property; provided, however, that in no event shall Bank have the unilateral power, prior to the occurrence of an Event of Default, to assign any of the Property to any person, including itself, without Debtor's written consent. The foregoing shall in no way limit Bank's rights and remedies upon or after the occurrence of an Event of Default. This power of attorney, being coupled with an interest, is irrevocable until termination of the Agreement.

9. License. For the purpose of enabling Bank to exercise its rights and remedies hereunder or otherwise in connection with this Agreement, Debtor hereby grants to Bank an irrevocable, non-exclusive and assignable license (exercisable without payment or royalty or other compensation to Debtor) to use, license or sublicense any Property.

10. Defaults. Upon the failure of Debtor to pay when due any sums owing to Bank or upon occurrence of any Event of Default as defined in the Security Agreement, the Loan Agreement and/or any contract or instrument pursuant to which Debtor may at any time hereafter incur any liabilities, indebtedness or other obligations to Bank, subject to applicable cure provisions, if any, Bank shall have the rights and remedies available to a secured party under law and/or expressly provided in the Security Agreement, the Loan Agreement and/or any such other contract or instrument. In addition, Bank shall have the right to sue for past infringement of the Property and to collect all damages and profits for past infringements.

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If any Event of Default shall have occurred and be continuing, and following the giving of any notices required hereby, Bank shall have, in addition to all other rights and remedies given it by this Agreement and the Security Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Property may be located and, without limiting the generality of the foregoing, Bank may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Debtor, all of which are expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon the whole or from time to time any part of the Property or any interest which the Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Property all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the obligations secured hereby. Any remainder of the proceeds after payment in full of such obligations shall be paid over to the Debtor or to such other party who may be entitled to such remaining proceeds. Notice of any sale or other disposition of the Property shall be given to Debtor at least twenty (20) days before the time of any intended public or private sale or other disposition of the Property is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any note or Bank may, to the extent permissible under applicable law, purchase the whole or any part thereof.

11. Relation to Security Agreement. This Agreement is a supplement to the Security Agreement, and Bank's rights and remedies, and Debtor's obligations and waivers, under the Security Agreement, and the interpretive principles stated in the Security Agreement shall be applicable hereunder; provided however, that this Agreement and the Security Agreement shall be construed together so as to grant Bank the greatest rights and remedies with regard to the Property; and provided further, that Bank's rights and remedies hereunder may be expressly modified by amendments to the Security Agreement from time to time.

12. Successors; Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties; provided however, that Debtor may not assign this Agreement or any interest herein without Bank's prior written consent.

13. Enforceability. If any provision of this Agreement shall for any reason be unenforceable in any respect, such enforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such unenforceable provisions had not been contained herein.

14. Governing Law. Except to the extent that Federal law preempts, this Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, Debtor and Bank hereby execute and acknowledge this Agreement as of the date first written above.

TALKING RAIN BEVERAGE COMPANY, INC

By: _____

Title: Pres

By: _____

Title: Sec

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____

Title: VP/Principal

EXHIBIT A
to
TRADEMARK SECURITY AGREEMENT

Dated as of July 28, 2010
between
TALKING RAIN BEVERAGE COMPANY, INC
and
WELLS FARGO BANK, NATIONAL ASSOCIATION

U.S. Trademark Application

Serial Number	Trademark	Application Date

Attached

U.S. Registered Trademark

Registration Number	Trademark	Registration Date

Attached

MEMORANDUM

TO: Talking Rain Beverage Company, Inc.

FROM: Christensen O'Connor Johnson Kindness PLLC

DATE: July 26, 2010

RE: Updated Status Report of Legal Matters
Our Reference: TARB-5-0006924

Active Trademarks

CONFIDENTIAL

Client Ref./ COJK Ref./ Status	Mark/ Owner	Country/ Intl Class	Appl. No./ Date Filed	Reg. No./ Reg. Date	Goods and Services	Status/Next Action	
TARB-2-0035953 Pending	ACTIVWATER	USA IC32	77/288812 09/25/2007		Bottled flavored and unflavored water.	Suspension Lifted?	09/07/2010
TARB-2-0038976 Pending	ACTIVWATER (Stylized)	USA IC32	77/755420 06/09/2009		Bottled flavored and unflavored water.	Suspension Lifted?	10/29/2010
TARB-2-0016685 Registered	AIRWATER	USA IC32	75/272778 04/10/1997	2219620 01/19/1999	Non-carbonated flavored water.	Renewal Begin 6 Month Renewal End Renewal End	01/19/2018 07/19/2018 01/19/2019
TARB-2-0017615 Registered	AIRWATER and Design	USA IC32	75/433991 02/13/1998	2355881 06/06/2000	Non-carbonated flavored and unflavored water.	Renewal Begin 6 Month Renewal End Renewal End	06/06/2019 12/06/2019 06/06/2020

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Client Ref./ COJK Ref./ Status	Mark/ Owner	Country/ Intl Class	Appl. No./ Date Filed	Reg. No./ Reg. Date	Goods and Services	Status/Next Action	
TARB-2-0019543 Registered	AIRWATER and Design Talking Rain Beverage Co., Inc.	USA IC32	75/568517 10/13/1998	2274586 08/31/1999	Non-carbonated sodium free, oxygen- enriched bottled drinking water	Renewal Begin 6 Month Renewal End Renewal End	08/31/2018 02/28/2019 08/31/2019
TARB-2-0036109 Registered	AS IN LIFE, CHILL FOR BEST RESULTS Talking Rain Beverage Company, Inc.	USA IC32	77/327076 11/12/2007	3533345 11/18/2008	Non-alcoholic beverages, namely, carbonated and non-carbonated water, flavored and unflavored water.	Section 8, 15 Declaration Begin 6 Month Section 8, 15 Declaration End Section 8, 15 Declaration End Renewal Begin 6 Month Renewal End Renewal End	11/18/2013 05/18/2014 11/18/2014 11/18/2017 05/18/2018 11/18/2018
TARB-2-0035116 Registered	BOTANICALS	USA IC32	77/106026 02/13/2007	3316841 10/23/2007	Fruit flavored drinks enhanced with herbal extracts.	Section 8, 15 Declaration Begin 6 Month Section 8, 15 Declaration End Section 8, 15 Declaration End Renewal Begin 6 Month Renewal End Renewal End	10/23/2012 04/23/2013 10/23/2013 10/23/2016 04/23/2017 10/23/2017
TARB-2-0013220 Registered	Bottle Shape & Frosted Nature of...	Canada	777,893 03/14/1995	473,129 03/20/1997	Non-alcoholic beverages. Based on USSN 74/574,388, filed 9/15/94.	Renewal Begin Renewal End	09/20/2011 03/20/2012

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Client Ref./ COJK Ref./ Status	Mark/ Owner	Country/ Intl Class	Appl. No./ Date Filed	Reg. No./ Reg. Date	Goods and Services	Status/Next Action	
TARB-2-0012480 Registered	Bottle Shape and Frosted Nature of Bottle	USA IC32	74/574388 09/15/1994	1941886 12/12/1995	Trademark application for the shape and frosted aspect of the 'Ice' beverage bottle for non-alcoholic beverages.	Renewal Begin	12/12/2014
						6 Month Renewal End	06/12/2015
						Renewal End	12/12/2015
TARB-2-0038490 Pending	Bottle Shape and Frosted Nature of Bottle	USA IC32	77/689302 03/12/2009		Non-alcoholic, non-carbonated bottled beverages, namely, protein-based energy drinks not for use as a meal replacement.	Statement of Use 2nd Extension Due	12/29/2010
						Reminder Statement of Use 3rd Extension	03/29/2011
						Statement of Use 3rd Extension Due	06/29/2011
						Reminder Statement of Use 4th Extension	09/29/2011
						Statement of Use 4th Extension Due	12/29/2011
						Reminder Statement of Use 5th Extension	03/29/2012
						Statement of Use 5th Extension Due	06/29/2012
						Reminder Statement of Use Drop Dead	09/29/2012
						Statement of Use Drop Dead	12/29/2012
TARB-2-0043588	EPIC Talking Rain Beverage Company, Inc.	USA IC32			Bottled non-alcoholic beverages.	In Preparation	02/05/2011
TARB-2-0035875 Pending	FUSIONS Talking Rain Beverage Company, Inc.	USA IC32	77/262115 08/22/2007		Flavored, non-carbonated waters.	Suspension Lifted?	09/28/2010

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Client Ref./ COJK Ref./ Status	Mark/ Owner	Country/ Intl Class	Appl. No./ Date Filed	Reg. No./ Reg. Date	Goods and Services	Status/Next Action	
TARB-2-0011430 Registered	ICE	USA IC32	74/466096 12/03/1993	2040885 02/25/1997	Non-alcoholic beverages	Renewal Begin	02/25/2016
						6 Month Renewal End	08/25/2016
						Renewal End	02/25/2017
TARB-2-0037212 Registered	IF NATURE COULD NATURE WOULD Talking Rain Beverage Company, Inc.	USA IC32	77/556815 08/27/2008	3729486 12/22/2009	Flavored water.	Section 8, 15 Declaration Begin	12/22/2014
						6 Month Section 8, 15 Declaration End	06/22/2015
						Section 8, 15 Declaration End	12/22/2015
						Renewal Begin	12/22/2018
						6 Month Renewal End	06/22/2019
						Renewal End	12/22/2019
TARB-2-0038471 Pending	PINK (Stylized Ribbon Logo) Talking Rain Beverage Company, Inc.	USA IC32	77/683137 03/04/2009		Bottled water.	Appeal Brief	08/14/2010
TARB-2-0009731 Registered	SPARKLING ICE	USA IC32	74/288879 06/25/1992	1944414 12/26/1995	Nonalcoholic beverages	Renewal Begin	12/26/2014
						6 Month Renewal End	06/26/2015
						Renewal End	12/26/2015
TARB-2-0010021 Registered	SPARKLING ICE	Canada	713,340 09/22/1992	447,258 09/08/1995	Non-alcoholic beverages based on USSN 288,879, filed 06/25/92	Renewal End	09/08/2010
						Renewal Begin	03/08/2025

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Client Ref./ COJK Ref./ Status	Mark/ Owner	Country/ Intl Class	Appl. No./ Date Filed	Reg. No./ Reg. Date	Goods and Services	Status/Next Action	
TARB-2-0031718 Registered	SPARKLING ICE	Mexico IC32	677,672 09/20/2004	925,667 03/27/2006	Carbonated and noncarbonated flavored and unflavored water.	Renewal Begin	03/20/2014
						Renewal End	09/20/2014
TARB-2-0036209 Registered	Square Bottle Design Talking Rain Beverage Company, Inc.	USA IC32	77/434814 03/28/2008	3584973 03/03/2009	Non-alcoholic, non-carbonated fruit flavored beverages. The mark consists of a Squared-shaped beverage container.	File Application on Principal Register?	04/19/2012
						Section 8 Declaration Begin	03/03/2014
						6 Month Section 8 Declaration	09/03/2014
						Section 8 Declaration End	03/03/2015
						Renewal Begin	03/03/2018
						6 Month Renewal End	09/03/2018
						Renewal End	03/03/2019
TARB-2-0009321 Registered	TALKING RAIN	USA IC32	73/836577 11/06/1989	1606622 07/17/1990	Carbonated and flavored water.	Renewal Begin	07/17/2019
						6 Month Renewal End	01/17/2020
						Renewal End	07/17/2020
TARB-2-0010023 Registered	TALKING RAIN	Canada	713,337 09/22/1992	419,905 11/19/1993	Non-alcoholic beverages	Renewal Begin	05/19/2023
						Renewal End	11/19/2023
TARB-2-0011958 Registered	TALKING RAIN	USA IC32	74/505379 03/28/1994	1877869 02/07/1995	Carbonated and noncarbonated flavored and unflavored water.	Renewal Begin	02/07/2014
						6 Month Renewal End	08/07/2014
						Renewal End	02/07/2015

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Client Ref./ COJK Ref./ Status	Mark/ Owner	Country/ Intl Class	Appl. No./ Date Filed	Reg. No./ Reg. Date	Goods and Services	Status/Next Action	
TARB-2-0031717 Registered	TALKING RAIN	Mexico IC32	677,674 09/20/2004	864,941 12/17/2004	Carbonated and noncarbonated flavored and unflavored water.	Renewal Begin Renewal End	03/20/2014 09/20/2014
TARB-2-0035420 Registered	TALKING RAIN	International IC32	A0007901 04/19/2007	923 001 04/19/2007	Carbonated and non-carbonated flavored and unflavored water. International TM of US TM 74/505,379, filed on 3/28/1994.	Renewal Begin Renewal End	10/19/2016 04/19/2017
TARB-2-0035421 Registered	TALKING RAIN	Community IC32	A0007901 04/19/2007	923 001 04/19/2007	Carbonated and non-carbonated flavored and unflavored water. National TM to II A0007901, filed 4/19/07.	See II Matter TARB-2-0035420 for Relevant Deadlines	
TARB-2-0035422 Registered	TALKING RAIN	Japan IC32	A0007901 04/19/2007	923 001 04/19/2007	Carbonated and non-carbonated flavored and unflavored water. National TM to II A0007901, filed 4/19/07.	See II Matter TARB-2-0035420 for Relevant Deadlines	
TARB-2-0035423 Registered	TALKING RAIN	South Korea IC32	A0007901 04/19/2007	923 001 04/19/2007	Carbonated and non-carbonated flavored and unflavored water. National TM to II A0007901, filed 4/19/07.	See II Matter TARB-2-0035420 for Relevant Deadlines	
TARB-2-0035424 Registered	TALKING RAIN	Taiwan IC32	96019420 04/27/2007	1301625 02/16/2008	Carbonated and non-carbonated flavored and unflavored water.	Renewal Begin Renewal End	08/15/2017 02/15/2018

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Client Ref./ COJK Ref./ Status	Mark/ Owner	Country/ Intl Class	Appl. No./ Date Filed	Reg. No./ Reg. Date	Goods and Services	Status/Next Action	
TARB-2-0033808 Registered	TALKING RAIN (In Script) Above Umbrella Design	Canada	1,301,364 05/12/2006	736,686 03/23/2009	Carbonated and noncarbonated, flavored and unflavored water.	Renewal Begin	09/23/2023
						Renewal End	03/23/2024
TARB-2-0007967 Registered	TALKING RAIN and Design (Umbrella)	USA IC32	74/244240 02/07/1992	1720580 09/29/1992	Carbonated and non-carbonated flavored and unflavored water	Renewal Begin	09/29/2011
						6 Month Renewal End	03/29/2012
						Renewal End	09/29/2012
TARB-2-0013174 Registered	TALKING RAIN and Design (Umbrella)	Singapore IC32	S/2339/95 03/15/1995	T95/02339C 03/31/1998	Carbonated and non-carbonated flavored and unflavored water.	Renewal Begin	09/15/2014
						Renewal End	03/15/2015
TARB-2-0033319 Registered	Talking Rain Script Design w/Umbrella	USA IC32	78/811570 02/09/2006	3490434 08/19/2008	Carbonated and noncarbonated, flavored and unflavored water.	Section 8, 15 Declaration Begin	08/19/2013
						6 Month Section 8, 15 Declaration End	02/19/2014
						Section 8, 15 Declaration End	08/19/2014
						Renewal Begin	08/19/2017
						6 Month Renewal End	02/19/2018
						Renewal End	08/19/2018

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Client Ref./ COJK Ref./ Status	Mark/ Owner	Country/ Intl Class	Appl. No./ Date Filed	Reg. No./ Reg. Date	Goods and Services	Status/Next Action	
TARB-2-0031688 Registered	TWIST and Design	USA IC32	78/478530 09/03/2004	3146516 09/19/2006	Bottled flavored water.	Section 8, 15 Declaration Begin	09/19/2011
						6 Month Section 8, 15 Declaration End	03/19/2012
						Section 8, 15 Declaration End	09/19/2012
						Renewal Begin	09/19/2015
						6 Month Renewal End	03/19/2016
						Renewal End	09/19/2016
TARB-2-0032087 Pending	TWIST and Design	Canada	1,245,724 02/02/2005		Flavored water. Based on USSN 78/478,530, filed 9/3/04.	Declaration of Use Extension/Registration Fee	08/02/2010
TARB-2-0035130 Registered	TWIST NATURALS	USA IC32	77/105206 02/12/2007	3547431 12/16/2008	Flavored water.	Section 8, 15 Declaration Begin	12/16/2013
						6 Month Section 8, 15 Declaration End	06/16/2014
						Section 8, 15 Declaration End	12/16/2014
						Renewal Begin	12/16/2017
						6 Month Renewal End	06/16/2018
						Renewal End	12/16/2018

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REEL: 004282 FRAME: 0252

Client Ref./ COJK Ref./ Status	Mark/ Owner	Country/ Intl Class	Appl. No./ Date Filed	Reg. No./ Reg. Date	Goods and Services	Status/Next Action	
TARB-2-0035131 Registered	TWIST ORGANICS	USA IC32	77/105196 02/12/2007	3547430 12/16/2008	Flavored water containing organic ingredients.	Section 8, 15 Declaration Begin	12/16/2013
						6 Month Section 8, 15 Declaration End	06/16/2014
						Section 8, 15 Declaration End	12/16/2014
						Renewal Begin	12/16/2017
						6 Month Renewal End	06/16/2018
						Renewal End	12/16/2018
TARB-2-0027972 Registered	VITARAIN	USA IC32	76/364102 01/28/2002	2748448 08/05/2003	Non-carbonated flavored water.	Renewal Begin	08/05/2012
						6 Month Renewal End	02/05/2013
						Renewal End	08/05/2013
TARB-2-0036641 Pending	VITARAIN Talking Rain Beverage Company, Inc.	Canada	1,384,132 02/20/2008		Carbonated and non-carbonated flavored and unflavored water.	Declaration of Use/Registration Fee	02/20/2011
TARB-2-0036642 Registered	VITARAIN Talking Rain Beverage Company, Inc.	Mexico IC32	917,624 02/29/2008	1059800 09/04/2008	Carbonated and non-carbonated flavored and unflavored water.	Voluntary Affidavit of Use	09/04/2011
						Renewal Begin	08/28/2017
						Renewal End	02/28/2018
TARB-2-0036643 Registered	VITARAIN Talking Rain Beverage Company, Inc.	International IC32	A0011443 02/19/2008	954 819 02/19/2008	Non-carbonated flavored water. International TM of US Reg. No. 2748448, issued 8/5/03.	Renewal Begin	08/19/2017
						Renewal End	02/19/2018

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Client Ref./ COJK Ref./ Status	Mark/ Owner	Country/ Intl Class	Appl. No./ Date Filed	Reg. No./ Reg. Date	Goods and Services	Status/Next Action	
TARB-2-0036644 Registered	VITARAIN Talking Rain Beverage Company, Inc.	Japan IC32	A0011443 02/19/2008	954 819 02/19/2008	Non-carbonated flavored and unflavored water. National TM to II A0011443, filed 2/19/08.	See II Matter TARB-2-0036643 for Relevant Deadlines	
TARB-2-0036645 Registered	VITARAIN Talking Rain Beverage Company, Inc.	South Korea IC32	A0011443 02/19/2008	954 819 02/19/2008	Non-carbonated flavored and unflavored water. National TM to II A0011443, filed 2/19/08.	See II Matter TARB-2-0036643 for Relevant Deadlines	
TARB-2-0036646 Registered	VITARAIN Talking Rain Beverage Company, Inc.	United Kingdom IC32	A0011443 02/19/2008	954 819 02/19/2008	Non-carbonated flavored and unflavored water. National TM to II A0011443, filed 2/19/08.	See II Matter TARB-2-0036643 for Relevant Deadlines	
TARB-2-0036821 Registered	VITARAIN Talking Rain Beverage Company, Inc.	Taiwan IC32	97014877 04/02/2008	01347172 01/16/2009	Carbonated and non-carbonated flavored and unflavored water.	Renewal Begin Renewal End	07/15/2018 01/15/2019
TARB-2-0036989 Pending	VITARAIN Talking Rain Beverage Company, Inc.	Australia IC32	A0011443 02/19/2008	954 819 02/19/2008	Non-carbonated flavored and unflavored water. National TM to II A0011443, filed 2/19/08.	See II Matter TARB-2-0036643 for Relevant Deadlines	
TARB-2-0040706 Pending	XT Talking Rain Beverage Company, Inc.	USA IC32	77/932878 02/11/2010		Flavored, non-alcoholic, non-carbonated waters.	Convention Filing Notice of Allowance?	08/11/2010 11/06/2010

The information contained in this status report is privileged and confidential information intended only for the use of Talking Rain Beverage Company, Inc. This information is continually updated in the records at Christensen O'Connor Johnson Kindness and may be subject to change at any time. Comments, questions or changes should be directed to Christensen O'Connor Johnson Kindness.

RECORDED: 09/21/2010

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