

Form PTO-1594 (Rev. 03-11)
OMB Collection 0651-0027 (exp. 03/31)

01/17/2012

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103639218

To the Director of the U. S. Patent and Trademark Office

Documents or the new address(es) below.

1. Name of conveying party(ies):

Wells Fargo Bank, National Association
601 W 1st Avenue, Suite 900
Spokane, WA 99201

- Individual(s)
- General Partnership
- Corporation- State: Washington
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) US

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Talking Rain Beverage Company, Inc.

Internal

Address:

Street Address: P.O. Box 549

City: Preston

State: WA

Country: USA

Zip: 98050-0549

Association Citizenship

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship WA

Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance (Execution Date(s) :

Execution Date(s) 1/13/2012

- Assignment
- Security Agreement
- Other Release
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

Reel/Frame: 004282/0237
See attached schedule

B. Trademark Registration No.(s)

See Attached Schedule

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Wells Fargo Bank NA

Internal Address: Attn: Nan Siril

Street Address: 1740 Broadway

Mac C7300-033

City: Denver

State: Colorado

Zip: 80224

Phone Number: 303-863-5991

Fax Number: 303-863-5584

Email Address: Nuntakarn.Sirivathanateichakul@wellsfargo.com

6. Total number of applications and registrations involved:

24

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$615.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

01/18/2012 ANULLINS 00000002 7/280612
Deposit Account Number 01 FC:8521
Authorized User Use of Name

48.00 OP
575.00 OP

9. Signature: Nuntakarn Sirivathanateichakul
Signature

1/13/2012
Date

NUNTAKARN SIRIVATHANATEICHAKUL
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

March 7, 2012

From: Wells Fargo Bank, National Association

Trademark Reg #'s to be released for Talking Rain Beverage Co., Inc

3316841
1941886
2040885
3729486
1944414
3584973
1606622
1877869
1720580
2219620
2355881
2274586
3533345
3490434
3146516
3547431
3547430
2748448

20070824000252
WELLS FARGO BA AG
PAGE 001 OF 013
08/24/2007 09:28
KING COUNTY, WA
52.00

Recording Requested By,
And After Recording, Return To:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
1740 Broadway
Denver, Colorado 80274
MAC#C7300-033
Attn: Loan Documentation

AGREEMENT AND ACKNOWLEDGMENT OF SECURITY INTEREST

Grantor (Landlord): LD3 LLC
Grantor (Debtor): Talking Rain Beverage Company, Inc.
Grantee (Bank): WELLS FARGO BANK, NATIONAL ASSOCIATION
Legal Description (abbreviated): LOT 1 AND 2, SHORT PLAT 881018079D
Additional legal(s) on page B-1.
Assessor's Tax Parcel/Account Number(s): 322407-9128-05

THIS AGREEMENT AND ACKNOWLEDGMENT OF SECURITY INTEREST (this "Agreement") is entered into as of May 15, 2007, by and among WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank"), Talking Rain Beverage Company, Inc. ("Debtor") and LD3 LLC ("Landlord").

WHEREAS, Bank has extended, or has agreed to extend, credit to Debtor on the condition, among others, that such credit be secured by a security interest in certain assets of Debtor (the "Collateral") described in the Security Agreement attached hereto as Exhibit A and incorporated herein by this reference (the "Security Agreement"), and all or a portion of the Collateral is now or may hereafter be located on that certain real property owned by Landlord in King County, Washington, as more particularly described on Exhibit B attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, in extending or continuing to extend such credit to Debtor, Bank is relying on the acknowledgments, representations and agreements relating to the Collateral set forth herein.

NOW, THEREFORE, Landlord, Debtor and Bank hereby acknowledge, represent and agree as follows:

1. Landlord's Acknowledgment. Landlord acknowledges that the security interest of Bank in the Collateral is senior and superior to any claim or right in all or any portion thereof which Landlord now has or may at any time hereafter acquire. Landlord confirms that Landlord has not received notice from any person or entity other than Bank of any claim of right, title or interest in or to any of the Collateral.

2. Notice and License. Landlord agrees to deliver to Bank, at the same time as delivery to Debtor, a copy of any notice given by Landlord to Debtor regarding any breach of, or limitation or termination of, any lease or other agreement between Debtor and Landlord relating to Debtor's use and possession of the Property. Subject to the terms and conditions of this Agreement, Landlord and, where applicable, Debtor agree that notwithstanding any failure by Debtor to perform under, or the termination of, any lease or other agreement between Debtor and Landlord relating to Debtor's use and possession of the Property: (a) Landlord will not dispose of the Collateral nor assert any right or interest therein unless it has first notified Bank in writing and has given Bank a reasonable opportunity to exercise Bank's rights in and to the Collateral; and (b) Bank is hereby granted the right and license to enter upon the Property

S:\Documentation\Team2\Bellevue
#1162\CBSC\Talking Rain Beverage 5-2-07 C-
301_WA.DOC 08#7654707102

ORIGINAL

Recording Requested By,
And After Recording, Return To:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
1700 Lincoln Street, 3rd Floor
Denver, CO 80203-4500
Attn: Anna Liberti
Records Management Department
MAC C7300-033

AU 5510

Sent to county for recording 1/11/12.

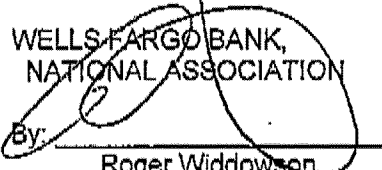
RELEASE OF AGREEMENT AND ACKNOWLEDGMENT OF SECURITY INTEREST

Grantor (Bank): WELLS FARGO BANK, NATIONAL ASSOCIATION
Grantee (Landlord): LD3 LLC
Grantee (Debtor): Talking Rain Beverage Company, Inc.
Reference No. of Agreement and Acknowledgment of Security Interest: 20070824000252

FOR VALUE RECEIVED, WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank") hereby releases to **Talking Rain Beverage Company, Inc.**, as Debtor, and **LD3 LLC**, as Landlord, without recourse or warranty, any and all right and interest of Bank in and to that certain Agreement and Acknowledgment of Security Interest dated as of May 15, 2007, executed by **LD3 LLC**, as Landlord, and **Talking Rain Beverage Company, Inc.**, as Debtor, in favor of Bank, which Agreement was recorded on August 24, 2007, under Recording No. 20070824000252 of the Records of King County, Washington.

Date: January 11, 2012

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: 
Roger Widdowson
Title: Assistant Vice President

OBTAIN NOTARY ACKNOWLEDGMENT

\\Team\Records Management\Personal Property
Release of Agmt and Ack of Sec Int\Talking Rain Beverage Co Inc 7554707102.doc
C-301R_WA.DOC (Rev. 05/09)

RECORDED 01/17/2012

TRADEMARK
REEL: 004735 FRAME 0257