

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373436

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rain International, LLC		02/02/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Pequod Holdings, LLC		
Street Address:	175 South Main Street, Ste. 1030		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84111		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4612357	RAIN	
Registration Number:	4639434	SOUL PURE WELLNESS	
Registration Number:	4612358	RI	
CORRESPONDENCE DATA			
Fax Number:	8015321234		
<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:	8015321234		
Email:	trademarks@parsonsbehle.com		
Correspondent Name:	Bruce White		
Address Line 1:	201 South Main Street, Suite 1800		
Address Line 4:	Salt Lake City, UTAH 84111		
NAME OF SUBMITTER:	Bruce White		
SIGNATURE:	/Bruce White/		
DATE SIGNED:	02/16/2016		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("**Trademark Security Agreement**"), dated as of February 2, 2016, is made by and among **Rain International, LLC**, a Delaware limited liability company (the "**Grantor**") in favor of **Pequod Holdings, LLC**, a Delaware limited liability company as the secured party under that certain Secured Promissory Note referred to below (the "**Secured Party**").

WHEREAS, the Borrower has entered into that certain Secured Promissory Note dated as of February 2, 2016 (the "**Secured Note**"), with the Secured Party thereto.

WHEREAS, as a condition precedent to the making of loan by the Secured Party under the Secured Note, the Grantor has executed and delivered to the Secured Party that certain Security Agreement dated as of February 2, 2016, made by and among the Grantor and the Secured Party (the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party, for the benefit of the Secured Party, a security interest in, among other property, certain intellectual property of the Grantor, and have agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Secured Party as follows:

1. Grant of Security. The Grantor hereby pledges and grants to the Secured Party for the ratable benefit of the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the following (the "**Trademark Collateral**"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in

which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Secured Party.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the Trademark Collateral are as provided by the Secured Note, the Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising

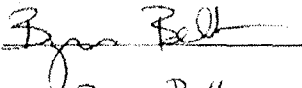
out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BORROWER:

RAIN INTERNATIONAL, LLC

By: 

Name: Byron Belka

Title: President

Address for Notices:

Rain International, LLC

825 E. 1180 S.

American Fork, UT 84003

Attn: Byron Belka

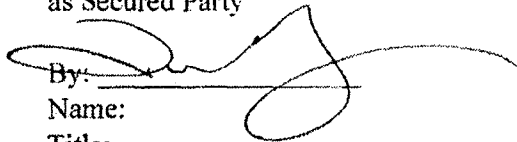
Telephone: 801-724-6606

E-mail: bbelka@rainintl.com

AGREED TO AND ACCEPTED:

Pequod Holdings, LLC,

as Secured Party

By: 

Name:

Title:

Address for Notices:

Pequod Holdings, LLC

175 South Main Street, Ste 1030

Salt Lake City, Utah 84111


Attn: Gregory David Seare

Telephone: 801-815-9178

E-mail: greg@blackoakcp.com

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Trademark	Class	Registered Owner	Registration No.
United States	RAIN	5	Rain International, LLC	4,612,357
United States	Soul Pure Wellness	5	Rain International, LLC	4,639,434
United States		5	Rain International, LLC	4,612,358
Croatia	RAIN	5	Rain International, LLC	1,269,928
Croatia		5	Rain International, LLC	1,269,013
Madrid Protocol		3, 32	Rain International, LLC	1,254,225
Madrid Protocol		5	Rain International, LLC	1,269,013
Madrid Protocol	RAIN	32	Rain International, LLC	1,253,871
Madrid Protocol	RAIN	5	Rain International, LLC	1,269,928
Philippines	RAIN	32	Rain International, LLC	1,253,871
Philippines		3, 32	Rain International, LLC	1,254,225
Singapore		3, 32	Rain International, LLC	1,254,225