

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388263

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TALKING RAIN BEVERAGE COMPANY, INC.		05/27/2016	Corporation: WASHINGTON

RECEIVING PARTY DATA

Name:	KEYBANK NATIONAL ASSOCIATION
Street Address:	1301 5th Avenue, 24th Floor
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98101
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 55

Property Type	Number	Word Mark
Registration Number:	1606622	TALKING RAIN
Registration Number:	1877869	TALKING RAIN
Registration Number:	1941886	
Registration Number:	1944414	SPARKLING ICE
Registration Number:	2040885	ICE
Registration Number:	2219620	AIRWATER
Registration Number:	2274586	AIRWATER
Registration Number:	2355881	AIRWATER
Registration Number:	2748448	VITARAIN
Registration Number:	3146516	TWIST
Registration Number:	3490434	TALKING RAIN
Registration Number:	3533345	AS IN LIFE, CHILL FOR BEST RESULTS
Registration Number:	3729486	IF NATURE COULD NATURE WOULD
Registration Number:	3888553	ACTIVWATER
Registration Number:	3957519	
Registration Number:	4091228	ACTIVWATER
Registration Number:	4392374	SPARKLING ICE LEMONADE
Registration Number:	4443851	THE ADVENTUROUS SIDE OF WATER
Registration Number:	4460227	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4460228	
Registration Number:	4460229	
Registration Number:	4460230	
Registration Number:	4460231	
Registration Number:	4472523	
Registration Number:	4472525	
Registration Number:	4472526	
Registration Number:	4472527	
Registration Number:	4507255	ICE
Registration Number:	4507652	
Registration Number:	4563362	
Registration Number:	4563363	
Registration Number:	4672415	THE BOLD SIDE OF WATER
Registration Number:	4679438	THE VIBRANT SIDE OF WATER
Registration Number:	4691478	
Registration Number:	4691491	
Registration Number:	4691492	
Registration Number:	4691493	
Registration Number:	4729233	
Registration Number:	4744154	BOLD FLAVOR. ZERO CALORIES. PERFECTLY PO
Registration Number:	4828350	
Registration Number:	4880558	SPARKLING ICE
Registration Number:	4914595	
Registration Number:	4914596	
Serial Number:	85951298	BECAUSE EVERY DROP COUNTS
Serial Number:	86421069	ICE GOLD
Serial Number:	86421075	THE BOLD AND THE BEST
Serial Number:	86594271	FLAVOR FACE OFF
Serial Number:	86639792	AIRWATER
Serial Number:	86759019	THE BOLD SIDE OF WATER
Serial Number:	86781272	REFRESHINGLY BOLD
Serial Number:	86885875	
Serial Number:	86885877	
Serial Number:	86885879	
Serial Number:	86899506	
Serial Number:	86961631	UNCONTROLLABLE FLAVOR

CORRESPONDENCE DATA

Fax Number: 5037782200

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.

Phone: 503.778.2127

Email: trademarks@lanepowell.com

Correspondent Name: Lane Powell PC

Address Line 1: 601 SW Second Ave., Ste. 2100

Address Line 4: Portland, OREGON 97204

NAME OF SUBMITTER:	Parna Mehrbani
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SIGNATURE:	/Parna A. Mehrbani/
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DATE SIGNED:	06/16/2016
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Total Attachments: 7

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GRANT OF SECURITY INTEREST

This GRANT OF SECURITY INTEREST, dated as of May 27, 2016, is executed by **TALKING RAIN BEVERAGE COMPANY, INC.**, a Washington corporation (the "Grantor"), in favor of **KEYBANK NATIONAL ASSOCIATION**, a national banking association ("Lender").

A. Grantor executed those certain promissory notes, dated as of the date hereof (individually and collectively, as each may be amended, restated or otherwise modified, the "Note") in favor of Lender, pursuant to which Lender agreed to provide financing to Grantor in the aggregate stated amount of \$27,000,000 (the "Loan") in connection with that certain Loan Agreement dated as of even date herewith, between Grantor and Lender, as may be amended or restated (the "Loan Agreement").

B. As a condition precedent to making the Loan, Lender requires that Grantor grant a security interest in all intellectual property owned by Grantor, and receipt by Lender of this Security Agreement duly executed by Grantor.

C. Grantor owns the trademarks and patents more particularly described on Schedules I-A and I-B annexed hereto as part hereof (collectively, the "Intellectual Property");

D. Grantor has entered into an Intellectual Property Security Agreement dated the date hereof (the "Security Agreement") in favor of Lender; and

E. Pursuant to the Security Agreement, Grantor has granted to Lender a security interest in all right, title, and interest of Grantor in and to the Intellectual Property, together with any reissue, continuation, continuation-in-part, or extension thereof, and all proceeds thereof, including any and all causes of action that may exist by reason of infringement thereof for the full term of the Intellectual Property (collectively, the "Collateral"), to secure the prompt payment, performance, and observance of the Obligations, as defined in the Loan Agreement;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby further grant to Lender a security interest in the Collateral to secure the prompt payment, performance, and observance of the Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Lender's address is:

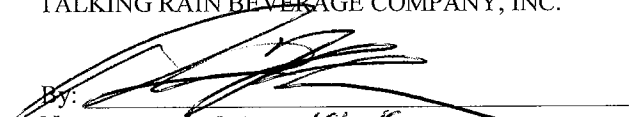
KeyBank National Association
1301 5th Avenue, 24th Floor
Seattle, WA 98101
Attn: Leni Preciado

With a copy to:

Lane Powell PC
1420 Fifth Avenue, Suite 4200
P.O. Box 91302
Seattle, WA 98111-9402
Attn: Stephanie Stephens

IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

TALKING RAIN BEVERAGE COMPANY, INC.


By: _____
Name: Kevin Klock
Its: CEO

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Mark	App. No./Reg. No.	Filed/Reg. Date	Status
TALKING RAIN	1606622	7/17/1990	Registered
TALKING RAIN	1877869	2/7/1995	Registered
Misc. Design	1941886	12/12/1995	Registered
SPARKLING ICE	1944414	12/26/1995	Registered
ICE	2040885	2/25/1997	Registered
AIRWATER	2219620	1/19/1999	Registered
AIRWATER	2274586	8/31/1999	Registered
AIRWATER	2355881	6/6/2000	Registered
VITARAIN	2748448	8/5/2003	Registered
TWIST	3146516	9/19/2006	Registered
TALKING RAIN	3490434	8/19/2008	Registered
AS IN LIFE, CHILL FOR BETTER RESULTS	3533345	11/18/2008	Registered
IF NATURE COULD NATURE WOULD	3729486	12/22/2009	Registered
ACTIVWATER	3888553	12/14/2010	Registered
Misc. Design	3957519	5/10/2011	Registered
ACTIWATER	4091228	1/24/2012	Registered
BECAUSE EVERY DROP COUNTS	85951298	6/5/2013	Filed
SPARKLING ICE LEMONADE (Stylized)	4392374	8/27/2013	Registered

I-A-1

118909.0314/6646190.2

TRADEMARK
REEL: 005816 FRAME: 0701

Mark	App. No./Reg. No.	Filed/Reg. Date	Status
THE ADVENTUROUS SIDE OF WATER	4443851	12/3/2013	Registered
Misc. Design	4460227	12/31/2013	Registered
Misc. Design	4460228	12/31/2013	Registered
Misc. Design	4460229	12/31/2013	Registered
Misc. Design	4460230	12/31/2013	Registered
Misc. Design	4460231	12/31/2013	Registered
Misc. Design	4472523	1/21/2014	Registered
Misc. Design	4472525	1/21/2014	Registered
Misc. Design	4472526	1/21/2014	Registered
Misc. Design	4472527	1/21/2014	Registered
ICE	4507255	4/1/2014	Registered
Misc. Design	4507652	4/1/2014	Registered
Misc. Design	4563362	7/8/2014	Registered
Misc. Design	4563363	7/8/2014	Registered
ICE GOLD	86421069	10/10/2014	Filed
THE BOLD AND THE BEST	86421075	10/10/2014	Filed
THE BOLD SIDE OF WATER	4672415	1/13/2015	Registered
THE VIBRANT SIDE OF WATER	4679438	1/27/2015	Registered
Misc. Design	4691478	2/24/2015	Registered

Mark	App. No./Reg. No.	Filed/Reg. Date	Status
Misc. Design	4691491	2/24/2015	Registered
Misc. Design	4691492	2/24/2015	Registered
Misc. Design	4691493	2/24/2015	Registered
FLAVOR FACE OFF	86594271	4/10/2015	Filed
Misc. Design	4729233	4/28/2015	Registered
AIRWATER	86639792	5/22/2015	Filed
BOLD FLAVOR. ZERO CALORIES. PERFECTLY POSSIBLE	4744154	5/26/2015	Registered
THE BOLD SIDE OF WATER	86759019	9/16/2015	Filed
Misc. Design	4828350	10/6/2015	Registered
REFRESHINGLY BOLD	86781272	10/7/2015	Filed
SPARKLING ICE	4880558	1/5/2016	Registered
Misc. Design	86885875	1/25/2016	Filed
Misc. Design	86885877	1/25/2016	Filed
Misc. Design	86885879	1/25/2016	Filed
Misc. Design	86885880	1/25/2016	Filed
Misc. Design	86899506	2/5/2016	Filed
Misc. Design	4914595	3/8/2016	Registered
Misc. Design	4914596	3/8/2016	Registered
UNCONTROLLABLE FLAVOR	86961631	4/1/2016	Filed

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

PATENTS

Patent Title	Patent No.	Issue Date
COMPARTMENT BOTTLE WITH LABEL	D545,199	6/26/2007

118909.0314/6646190.2

I-B-1