

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM393163

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TALKING RAIN BEVERAGE COMPANY, INC.		05/27/2016	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KEYBANK NATIONAL ASSOCIATION		
<b>Street Address:</b>	1301 5th Avenue, 24th Floor		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98101		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87043000	FLAVOR IT FORWARD	
<b>Serial Number:</b>	87043042	FLAVOR UP	
<b>Serial Number:</b>	86885879		
<b>Serial Number:</b>	86899506		
<b>Serial Number:</b>	87020217		
<b>Serial Number:</b>	87020231		
<b>Serial Number:</b>	87020230		
<b>Serial Number:</b>	87023584		
<b>Serial Number:</b>	86885877		
<b>Serial Number:</b>	86885875		
<b>Serial Number:</b>	86885880		
<b>Serial Number:</b>	86961631	UNCONTROLLABLE FLAVOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5037782200		
<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>			
<b>Phone:</b>	(503)778-2127		
<b>Email:</b>	trademarks@lanepowell.com		
<b>Correspondent Name:</b>	Lane Powell PC		

OP \$315.00 87043000

**Address Line 1:** 610 SW Second Avenue, Suite 2100  
**Address Line 4:** Portland, OREGON 97204

**NAME OF SUBMITTER:** Parna A. Mehrbani

**SIGNATURE:** /Parna A. Mehrbani/

**DATE SIGNED:** 07/29/2016

**Total Attachments: 4**

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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:

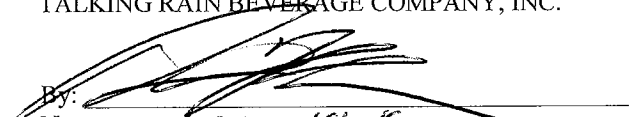
KeyBank National Association  
1301 5th Avenue, 24th Floor  
Seattle, WA 98101  
Attn: Leni Preciado

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: Edwin Klock  
Its: CEO

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF WA )  
 ) ss.  
COUNTY OF King )

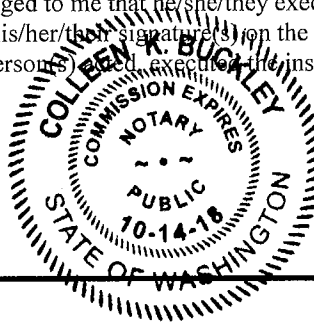
On May 31, 2016, before me, \_\_\_\_\_  
(Name and Title of Officer)

personally appeared Kevin Klock

- personally known to me
- or-
- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) executed the instrument.

WITNESS my hand and official seal.

Colleen K Buckley  
Signature Of Notary



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Title Or Type Of Document

- Partner(s)  Limited
- General

Attorney-In-Fact

\_\_\_\_\_  
Number Of Pages

Trustee(s)

Guardian/Conservator

Other: \_\_\_\_\_

\_\_\_\_\_  
Date Of Document

Signer is representing:

Name Of Person(s) Or Entity(ies)

\_\_\_\_\_

\_\_\_\_\_  
Signer(s) Other Than Named Above

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<b>Mark</b>	<b>App. No.</b>	<b>Filed</b>	<b>Status</b>
FLAVOR IT FORWARD	87043000	5/19/2016	Pending
FLAVOR UP	87043042	5/19/2016	Pending
Ice Cube Design (Black Raspberry)	86885879	1/25/2016	Pending
Ice Cube Design (Coconut Pineapple)	86899506	2/5/2016	Pending
Ice Cube Design (Essence of Lemon Lime)	87020217	4/29/2016	Pending
Ice Cube Design (Essence of Peach)	87020231	4/29/2016	Pending
Ice Cube Design (Essence of Tangerine)	87020230	4/29/2016	Pending
Ice Cube Design (Essence of Water)	87023584	5/3/2016	Pending
Ice Cube Design (Kiwi Strawberry)	86885877	1/25/2016	Pending
Ice Cube Design (Peach Nectarine)	86885875	1/25/2016	Pending
Ice Cube Design (Pink Grapefruit)	86885880	1/25/2016	Pending
UNCONTROLLABLE FLAVOR	86961631	4/1/2016	Pending