

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457692

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: 10			
Property Type	Number	Word Mark	
Serial Number:	87607135	FIZZLERS	
Serial Number:	87732623		
Serial Number:	87732626		
Serial Number:	87732620		
Serial Number:	87588493	ILO	
Serial Number:	87534926	LET'S GET FIZZICAL	
Serial Number:	87618960	SPARKLING ICE DELIGHTS	
Serial Number:	87313319		
Serial Number:	87336414	THE BRIGHT SIDE OF WATER	
Serial Number:	87337004	THE SPARKLING SIDE OF TEA	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	503.778.2127		
Email:	trademarks@lanepowell.com		
Correspondent Name:	Parna A. Mehrbani		
Address Line 1:	601 SW Second Ave., Ste. 2100		
Address Line 4:	Portland, OREGON 97204		

OP \$265.00 87607135

NAME OF SUBMITTER:	Parna A. Mehrbani
SIGNATURE:	/Parna A. Mehrbani/
DATE SIGNED:	01/11/2018
Total Attachments: 5 source=Talking Rain - Grant of Security Interest#page1.tif source=Talking Rain - Grant of Security Interest#page2.tif source=Talking Rain - Grant of Security Interest#page3.tif source=Talking Rain - Grant of Security Interest#page4.tif source=Talking Rain - Grant of Security Interest#page5.tif	

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:

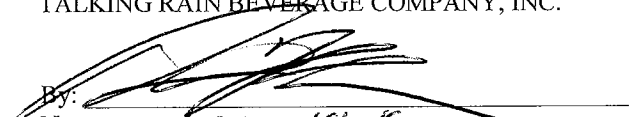
KeyBank National Association
1301 5th Avenue, 24th Floor
Seattle, WA 98101
Attn: Leni Preciado

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

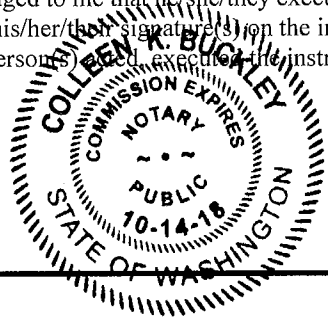
STATE OF WA)
) ss.
 COUNTY OF King)

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
<input type="checkbox"/> Individual <input type="checkbox"/> Corporate Officer _____ Title(s)	_____ Title Or Type Of Document
<input type="checkbox"/> Partner(s) <input type="checkbox"/> Limited <input type="checkbox"/> General <input type="checkbox"/> Attorney-In-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Guardian/Conservator <input type="checkbox"/> Other: _____	_____ Number Of Pages
Signer is representing: Name Of Person(s) Or Entity(ies) _____ _____	_____ Date Of Document
_____ _____	_____ Signer(s) Other Than Named Above

SCHEDULE 1-A TO SECURITY INTEREST

TRADEMARKS

Mark	App. No.	Filed	Status
FIZZLERS	87607135	9/13/2017	Pending
Ice Cube Design (Ginger Lime)	87732623	12/22/2017	Pending
Ice Cube Design (Lemonade with Tea III)	87732626	12/22/2017	Pending
Ice Cube Design (Orange Mango II)	87732620	12/22/2017	Pending
ILO	87588493	8/29/2017	Pending
LETS GET FIZZICAL	87534926	7/19/2017	Pending
SPARKLING ICE DELIGHTS	87618960	9/22/2017	Pending
Ice Cube Design (Grape Raspberry)	87313319	1/25/2017	Pending
THE BRIGHT SIDE OF WATER	87336414	2/15/2017	Pending
THE SPARKLING SIDE OF TEA	87337004	2/15/2017	Pending

SCHEDULE 1-B TO TO SECURITY AGREEMENT

PATENTS

None.