

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505805

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: WASHINGTON		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	87960983	AIRWATER	
Serial Number:	87960967	FLAVORFUL FUTURES	
Serial Number:	88162620		
Serial Number:	87852382		
Serial Number:	87852378		
Serial Number:	87852375		
Serial Number:	87861749		
Serial Number:	87942074	ROLA	
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:	503.223.7749		
Email:	trademarks@lanepowell.com		
Correspondent Name:	Frances M. Jagla		
Address Line 1:	601 SW Second Ave., Ste. 2100		
Address Line 4:	Portland, OREGON 97204		
NAME OF SUBMITTER:	Frances M. Jagla		
SIGNATURE:	/Frances M. Jagla/		

OP \$215.00 87960983

DATE SIGNED:	01/14/2019
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Total Attachments: 5

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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

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF WA)
COUNTY OF King) ss.

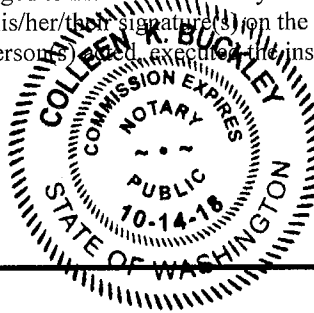
On May 31, 2016, before me, (Name and Title of Officer)

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
Trustee(s)
Guardian/Conservator
Other:

Number Of Pages

Signer is representing:
Name Of Person(s) Or Entity(ies)

Date Of Document

Signer(s) Other Than Named Above

SCHEDULE A TO ATTACHMENT I
TO SECURITY AGREEMENT

U.S. TRADEMARKS

Mark	App. No./Reg. No.	Filed/Reg. Date	Status
Airwater	87960983	6/13/2018	Pending
Flavorful Futures	87960967	6/13/2018	Pending
Ice Cube Design (?)	88162620	10/19/2018	Pending
Ice Cube Design (Coconut Pineapple II)	87852382	3/27/2018	Pending
Ice Cube Design (Lemon Lime II)	87852378	3/27/2018	Pending
Ice Cube Design (Strawberry Watermelon II)	87852375	3/27/2018	Pending
Ice Cube Design (Triple Citrus)	87861749	4/3/2018	Pending
Rola	87942074	5/30/2018	Pending

SCHEDULE B TO ATTACHMENT I
TO SECURITY AGREEMENT

PATENTS APPLICATIONS

Title	App. No.	Filing Date
Stabilized Acidic and Low-Sugar Liquid Composition Comprising Natural Coloring Agents and Uses Thereof	15/854,978	12/27/2017
Indian Gooseberry Extract as a Natural Color Stabilizer for Beverages	15/906,683	2/27/2018