

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557885

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: 23			
Property Type	Number	Word Mark	
Serial Number:	88406729	ACTIVWATER	
Serial Number:	88474687	EXT	
Serial Number:	88301702		
Serial Number:	88301325		
Serial Number:	88301716		
Serial Number:	88301713		
Serial Number:	88322527	LIVE NORTHWEST DRINK NORTHWEST	
Serial Number:	88357861	REFRESHINGLY LOCAL	
Serial Number:	88286318	TALKING RAIN	
Serial Number:	88363049	TALKING RAIN ESSENTIALS	
Serial Number:	88366586	TALKING RAIN OHMEGA	
Serial Number:	88382119	TRE	
Serial Number:	88478879	TRE TALKING RAIN ELEVATE	
Serial Number:	88382124	TRE TALKING RAIN ENERGY	
Serial Number:	88470012	WHAT THE FLAVOR	
Serial Number:	88632988	CREATING CONNECTIONS WITH EVERY SIP	
Serial Number:	88721679		
Serial Number:	88721685		
Serial Number:	88718515	NADA	
TRADEMARK			

OP \$590.00 88406729

Property Type	Number	Word Mark
Serial Number:	88564874	POW!
Serial Number:	88663908	SPARKLING ICE SPIKED
Serial Number:	88663912	SPIKED SPARKLING ICE
Serial Number:	88496157	TALKING RAIN TWIST

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: 2062237749

Email: trademarks@lanepowell.com

Correspondent Name: Frances M. Jagla

Address Line 1: 1420 Fifth Avenue, Suite 4200

Address Line 4: Seattle, WASHINGTON 98101

NAME OF SUBMITTER:	Frances M. Jagla
SIGNATURE:	/Frances M. Jagla/
DATE SIGNED:	01/16/2020

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: Edwin Klock
Its: CEO

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF WA)
) ss.
 COUNTY OF King)

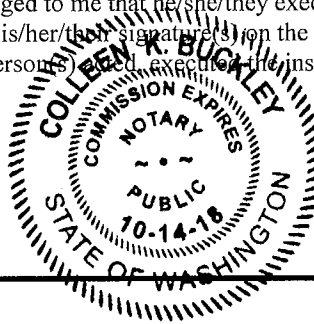
On May 31, 2016, before me, _____
 (Name and Title of Officer)

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"/> Attorney-In-Fact <input type="checkbox"/> General <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 GRANT OF SECURITY INTEREST**U.S. TRADEMARKS**

Mark	App. No.	Filed	Status
Activwater	88/406729	29-Apr-2019	Pending
Ext	88/474687	14-Jun-2019	Pending
Ice Cube Design (Blue Raspberry)	88/301702	14-Feb-2019	Pending
Ice Cube Design (Cranberry Frost)	88/301325	14-Feb-2019	Pending
Ice Cube Design (Orange Passion Fruit)	88/301716	14-Feb-2019	Pending
Ice Cube Design (Strawberry Citrus)	88/301713	14-Feb-2019	Pending
Live Northwest Drink Northwest	88/322527	01-Mar-2019	Pending
Refreshingly Local	88/357861	26-Mar-2019	Pending
Talking Rain	88/286318	01-Feb-2019	Pending
Talking Rain Essentials	88/363049	29-Mar-2019	Pending
Talking Rain Ohmega	88/366586	01-Apr-2019	Pending
Tre	88/382119	11-Apr-2019	Pending
Tre Talking Rain Elevate	88/478879	18-Jun-2019	Pending
Tre Talking Rain Energy	88/382124	11-Apr-2019	Pending
What The Flavor	88/470012	12-Jun-2019	Pending
Creating Connections With Every Sip	88/632988	26-Sep-2019	Pending
Ice Cube Design (Black Raspberry) - (Caffeinated Beverages)	88/721679	10-Dec-2019	Pending
Ice Cube Design (Triple Citrus) - (Caffeinated Beverages)	88/721685	10-Dec-2019	Pending
Nada	88/718515	06-Dec-2019	Pending

Mark	App. No.	Filed	Status
Pow!	88/564874	02-Aug-2019	Pending
Sparkling Ice Spiked	88/663908	22-Oct-2019	Pending
Spiked Sparkling Ice	88/663912	22-Oct-2019	Pending
Talking Rain Twist	88/496157	01-Jul-2019	Pending