

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM781931

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: 14			
Property Type	Number	Word Mark	
Serial Number:	97499800	A FLAVOR FOR EVERYONE ON YOUR LIST	
Serial Number:	97539455	ACTIVWATER	
Serial Number:	97582218	ACTIVWATER	
Serial Number:	97719324	EXT	
Serial Number:	97725931	HYDRATE FOR GOOD	
Serial Number:	97661940	INNOVATE. CREATE. ENJOY.	
Serial Number:	97717805	LEMON TREE	
Serial Number:	97562532	SPARKLING ICE FLAVOR LAB	
Serial Number:	97619390	SPARKLING ICE MAX	
Serial Number:	97570930	SPARKLING ICE REVIBE	
Serial Number:	97661935	TALKING RAIN I.C.E. LABS	
Serial Number:	97600412	TALKING RAIN OHMEGA	
Serial Number:	97719322	TALKING RAIN TWIST	
Serial Number:	97520390	THIRST FOR GOOD	
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>			

OP \$365.00 97499800

Phone: 5034770225
Email: trademarks@lanepowell.com
Correspondent Name: Lane Powell PC
Address Line 1: 1420 Fifth Ave., Ste. 4200
Address Line 4: Seattle, WASHINGTON 98101-2375

NAME OF SUBMITTER: Suzanne Lukas-Werner

SIGNATURE: /Suzanne Lukas-Werner/

DATE SIGNED: 01/20/2023

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)

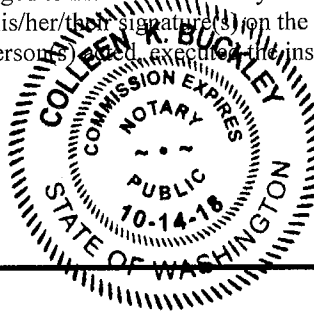
On May 31, 2016, before me, _____
(Name and Title of Officer)

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
- Attorney-In-Fact General

Trustee(s)

Number Of Pages

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

U.S. TRADEMARKS

Mark	App. No.	Filed	Status
A FLAVOR FOR EVERYONE ON YOUR LIST	97/499800	12-Jul-2022	Pending
ActivWater	97/539455	08-Aug-2022	Pending
ACTIVWATER	97/582218	07-Sep-2022	Pending
EXT	97/719324	15-Dec-2022	Pending
HYDRATE FOR GOOD	97/725931	20-Dec-2022	Pending
INNOVATE. CREATE. ENJOY.	97/661940	03-Nov-2022	Pending
LEMON TREE	97/717805	14-Dec-2022	Pending
SPARKLING ICE FLAVOR LAB	97/562532	24-Aug-2022	Pending
SPARKLING ICE MAX	97/619390	04-Oct-2022	Pending
SPARKLING ICE REVIBE	97/570930	30-Aug-2022	Pending
TALKING RAIN I.C.E. LABS	97/661935	03-Nov-2022	Pending
TALKING RAIN OHMEGA	97/600412	21-Sep-2022	Pending
TALKING RAIN TWIST	97/719322	15-Dec-2022	Pending
THIRST FOR GOOD	97/520390	26-Jul-2022	Pending