

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535895

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: 15			
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	
CORRESPONDENCE DATA			
Fax Number:	5037782200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 503.778.2211
Email: trademarks@lanepowell.com
Correspondent Name: Lane Powell PC
Address Line 1: 601 SW Second Ave., Ste. 2100
Address Line 4: Portland, OREGON 97204

NAME OF SUBMITTER:	Frances M. Jagla
SIGNATURE:	/Franses M. Jagla/
DATE SIGNED:	08/08/2019

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

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Mark	App. No.	Filed	Status
ActivWater	88406729	4/29/2019	Pending
EXT	88474687	6/14/2019	Pending
Ice Cube Design (Blue Raspberry) 	88301702	2/14/2019	Pending
Ice Cube Design (Cranberry Frost) 	88301325	2/14/2019	Pending
Ice Cube Design (Orange Passion Fruit) 	88301716	2/14/2019	Pending
Ice Cube Design (Strawberry Citrus) 	88301713	2/14/2019	Pending
Live Northwest Drink Northwest	88322527	3/1/2019	Pending
Refreshingly Local	88357861	3/26/2019	Pending
Talking Rain	88286318	2/1/2019	Pending
Talking Rain Essentials	88363049	3/29/2019	Pending
Talking Rain Ohmega	88366586	4/1/2019	Pending
TRE	88382119	4/11/2019	Pending
TRE Talking Rain Elevate	88478879	6/18/2019	Pending
TRE Talking Rain Energy	88382124	4/11/2019	Pending
What The Flavor	88470012	6/12/2019	Pending