
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

July 14, 2010
Date of Report (Date of earliest event reported)

Jones Soda Co.
(Exact Name of Registrant as Specified in Charter)

Washington
(State or Other Jurisdiction
of Incorporation)

000-28820
(Commission File No.)

52-2336602
(IRS Employer
Identification No.)

234 Ninth Avenue North, Seattle, Washington 98109
(Address of principal executive offices) (Zip Code)

(206) 624-3357
(Registrant's telephone number, including area code)

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Section 8 – Other Events

Item 8.01. Other Events.

Pursuant to the Common Stock Purchase Agreement dated as of June 11, 2010 (the “Purchase Agreement”), by and between Jones Soda Co. (the “Company”) and Glengrove Small Cap Value, Ltd. (“Glengrove”), the Company maintains a \$10 million equity line of credit arrangement. The Purchase Agreement provides that from time to time over the term of the Purchase Agreement, and at the Company’s discretion, the Company may present Glengrove with draw down notices to purchase the Company’s common stock over ten consecutive trading days or such other period mutually agreed upon by the Company and Glengrove (a “Draw Down Period”), with each draw down subject to limitations set forth in the Purchase Agreement based on the price of the Company’s common stock and a limit of 2.5% of the Company’s market capitalization at the time of such draw down (which limitations the parties are expressly permitted under the Purchase Agreement to modify or waive). Once presented with a draw down notice, Glengrove is required to purchase a pro-rata portion of the shares on each trading day during the Draw Down Period on which the daily volume weighted average price for the Company’s common stock exceeds a threshold price determined by the Company for such draw down. The per share purchase price for these shares will equal the daily volume weighted average price of the Company’s common stock on each date during the Draw Down Period on which shares are purchased, less a discount of 6.0%. The parties are expressly permitted under the Purchase Agreement to modify these purchase and price provisions by mutual agreement.

The aggregate number of shares that the Company can sell to Glengrove under the Purchase Agreement may in no case exceed 5,228,893 shares of the Company’s common stock (which is equal to one share less than 20% of the Company’s common shares outstanding on the date of the closing of the Purchase Agreement, less 70,053 common shares issued to Glengrove as its commitment fee) (the “Trading Market Limit”). In addition, in no event may Glengrove purchase under the Purchase Agreement any shares of Company common stock which (i) when aggregated with all other shares of Company common stock beneficially owned by Glengrove, would result in beneficial ownership by Glengrove of more than 9.9% of the Company’s then outstanding common shares (the “Ownership Limitation”), or (ii) when aggregated with all other shares of the Company’s common stock offered pursuant to the Company’s Registration Statement on Form S-3 (No. 333-166556) would exceed the maximum amount permissible under General Instruction I.B.6. of Form S-3 (the “Registration Limitation”).

The Company presented Glengrove with an amended and restated draw down notice dated July 13, 2010 (to a draw down notice originally delivered on June 21, 2010), to purchase \$1,100,000 of the Company’s common stock, subject in all cases to the Trading Market Limit, the Beneficial Ownership Limitation and the Registration Limitation. The threshold price that the Company set in such draw down notice was \$1.30. The parties mutually agreed to waive provisions in the Purchase Agreement that would have limited the amount of the draw down. The parties further agreed in the amended and restated draw down notice, and pursuant to the Purchase Agreement, that the common shares would be offered at a price equal to the threshold price, less a discount of 6.0%.

The Company expects to settle with Glengrove on the purchase of 900,164 shares of the Company's common stock under the terms of the amended and restated draw down notice and the Purchase Agreement at an aggregate purchase price of \$1,100,000, or approximately \$1.22 per share, no later than July 15, 2010, subject to satisfaction of applicable closing conditions. The Company will receive estimated net proceeds from the sale of these shares of approximately \$1,035,000, after deducting its estimated offering expenses. In connection with the sale of the Company's common stock described herein, the Company is filing, as Exhibit 5.1 hereto, an opinion of its counsel, Perkins Coie LLP.

The foregoing description is qualified in its entirety by reference to the Purchase Agreement dated as of June 11, 2010, between the Company and Glengrove, included as Exhibit 10.1 hereto and incorporated by reference in this report.

Forward-Looking Statements

Certain statements in this Form 8-K are forward-looking statements that involve a number of risks and uncertainties. Such forward-looking statements include statements about the expected settlement of the sale and purchase of the Company's common stock described herein and the Company's receipt of net proceeds therefrom. For such statements, the Company claims the protection of the Private Securities Litigation Reform Act of 1995. Actual events or results may differ materially from the Company's expectations. Factors that could cause actual results to differ materially from the forward-looking statements include, but are not limited to, the Company's ability to satisfy applicable closing conditions under the Purchase Agreement and Glengrove's compliance with its obligations to purchase the shares of common stock. Additional factors that could cause actual results to differ materially from those stated or implied by the Company's forward-looking statements are disclosed in the Company's other reports filed with the Securities and Exchange Commission, including the Company's Annual Report on Form 10-K for the year ended December 31, 2009 and its Quarterly Report on Form 10-Q for the quarter ended March 31, 2010. Readers are cautioned not to place undue reliance upon these forward-looking statements, which speak only as to the date of this report. Except as required by law, the Company undertakes no obligation to update any forward-looking or other statements in this report, whether as a result of new information, future events or otherwise.

Item 9.01. Financial Statements and Exhibits.

(c) Exhibits

Exhibit 5.1 Opinion of Perkins Coie LLP

Exhibit 10.1 Common Stock Purchase Agreement between the Company and Glengrove Small Cap Value, Ltd. dated as of June 11, 2010 (incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on June 14, 2010)

Exhibit 99.1 Information Relating to Item 14-Other Expenses of Issuance and Distribution

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Jones Soda Co.

Dated: July 14, 2010

By: /s/ Michael R. O'Brien
Michael R. O'Brien
Chief Financial Officer

EXHIBIT INDEX

| Exhibit No. | Description |
|-------------|---|
| 5.1 | Opinion of Perkins Coie LLP |
| 10.1 | Common Stock Purchase Agreement between the Company and Glengrove Small Cap Value, Ltd. dated as of June 11, 2010 (incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on June 14, 2010) |
| 99.1 | Information Relating to Item 14-Other Expenses of Issuance and Distribution |



July 14, 2010

Jones Soda Co.
234 Ninth Avenue North
Seattle, Washington 98109

Ladies and Gentlemen:

We have acted as counsel for Jones Soda Co., a Washington corporation (the “Company”), in connection with the preparation and filing of a Registration Statement on Form S-3 (File No. 333-166556) (the “Registration Statement”) under the Securities Act of 1933, as amended (the “Securities Act”), and the rules and regulation promulgated thereunder, the prospectus dated June 11, 2010, filed with the Securities and Exchange Commission (the “Commission”) on June 14, 2010 pursuant to Rule 424(b) under the Securities Act (the “Prospectus”), and the prospectus supplement dated July 14, 2010, filed with the Commission on July 14, 2010 pursuant to Rule 424(b) under the Securities Act (the “Prospectus Supplement”), relating to the issuance and sale by the Company of the following shares of its common stock, no par value (“Common Shares”): (i) 900,164 Common Shares to be issued and sold to Glengrove Small Cap Value, Ltd. (“Glengrove”) in settlement of a draw down notice delivered by the Company to Glengrove, as described in the Registration Statement, the Prospectus and the Prospectus Supplement, pursuant to a Common Stock Purchase Agreement dated as of June 11, 2010, between the Company and Glengrove filed with the Commission as Exhibit 10.1 to the Current Report on Form 8-K to which this opinion is attached as Exhibit 5.1 (the “Purchase Agreement”), and (ii) 70,053 Common Shares issued and sold to Glengrove by the Company in consideration of Glengrove’s execution and delivery of the Purchase Agreement, as described in the Registration Statement and the Prospectus. The Common Shares described in clauses (i) and (ii) of the preceding sentence collectively are referred to herein as the “Opinion Shares”).

In connection with this opinion, we have examined and relied upon the Registration Statement, the Prospectus and the Prospectus Supplement and the Company’s Articles of Incorporation and Bylaws, each as in effect on the date hereof, and the originals or copies certified to our satisfaction of such records, documents, certificates, memoranda and other instruments as in our judgment are necessary or appropriate to enable us to render the opinion expressed below. We have assumed the genuineness and authenticity of all documents submitted to us as originals, and the conformity to originals of all documents submitted to us as copies thereof and the due execution and delivery of all documents where due execution and delivery are a prerequisite to the effectiveness thereof.

On the basis of the foregoing, and in reliance thereon, we are of the opinion that the Opinion Shares have been duly authorized and, when issued and sold by the Company in the manner described in the Registration Statement, the Prospectus and the Prospectus Supplement will be validly issued, fully paid and nonassessable.

This opinion is limited to matters governed by the Washington Business Corporation Act.

We hereby consent to reference to our firm under the caption “Legal Matters” in the Prospectus and the Prospectus Supplement and to the filing of this opinion as Exhibit 5.1 to the Registration Statement. In giving this consent, we do not hereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission promulgated thereunder nor do we admit that we are experts with respect to any part of the Registration Statement within the meaning of the term “expert” as used in the Securities Act or the related rules and regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ PERKINS COIE LLP

Information Relating to Item 14 – Other Expense of Issuance and Distribution

The aggregate expenses in connection with (i) the implementation of the equity line of credit arrangement between Jones Soda Co. (the “Company”) and Glengrove Small Cap Value, Ltd. (“Glengrove”) pursuant to the Common Stock Purchase Agreement between the Company and Glengrove dated as of June 11, 2010, and (ii) the issuance and distribution to Glengrove of 900,164 shares of Company common stock, no par value, registered pursuant to the Registration Statement (No. 333-166556) on Form S-3 filed with the Securities and Exchange Commission (“SEC”) on May 6, 2010, are set forth in the following table. The table does not include the SEC filing fee in the amount of \$2,319 paid by the Company at the time of filing the Registration Statement. All amounts in the table are estimates, except the FINRA fee and the Placement Agent fee:

| | <u>Implementation</u> | <u>Offering</u> | <u>Total</u> |
|----------------------------|-----------------------|------------------|-------------------|
| FINRA filing fee | \$ 3,500 | \$ — | |
| Legal fees and expenses | \$ 110,000* | \$ 45,000 | |
| Printing fees and expenses | \$ 12,000 | \$ 12,000 | |
| Placement Agent fee | \$ — | \$ 8,250 | |
| Total | \$ 125,500 | \$ 65,250 | \$ 190,750 |

* Includes legal fees and expenses of Glengrove and the Placement Agent reimbursed by the Company.