

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353144

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Belgium Brewing Company, Inc.		08/28/2015	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	JPMorgan Chase, N.A., as administrative agent		
Street Address:	1125 17th Street, 3rd Floor		
Internal Address:	Attn: Steve Driscoll		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 67			
Property Type	Number	Word Mark	
Registration Number:	4661054	1554	
Registration Number:	4773443	SNAPSHOT	
Registration Number:	4701453	SLOW RIDE	
Registration Number:	4499446	PUMPKICK	
Registration Number:	4676739	SLOW RIDE	
Registration Number:	4664892	TOUR DE FALL	
Registration Number:	4534394	REWIND	
Registration Number:	4625941		
Registration Number:	4476015	HOP KITCHEN	
Registration Number:	4492110	ACCUMULATION	
Registration Number:	4452398	ROLLE BOLLE	
Registration Number:	4460039	RAMPANT	
Registration Number:	4243501	RED HOPTOBER	
Registration Number:	4173048	SHIFT	
Registration Number:	4247141	DIG	
Registration Number:	4057556	JOY RIDE	
Registration Number:	4122649	NEW BELGIUM BEER CONFIDENCE	
Registration Number:	4008646	NEW BELGIUM	
TRADEMARK			

CH \$1690.00 4661054

Property Type	Number	Word Mark
Registration Number:	4016915	SOMERSAULT
Registration Number:	3420409	SNAPSHOT
Registration Number:	3259583	MOTHERSHIP WIT
Registration Number:	3318028	SKINNY DIP
Registration Number:	3416157	SPRINGBOARD
Registration Number:	3562571	MOTHERSHIP WIT
Registration Number:	3204612	2° BELOW
Registration Number:	3152246	SKINNY DIP
Registration Number:	3096758	FOLLOW YOUR FOLLY
Registration Number:	3048894	
Registration Number:	3018632	NEW BELGIUM
Registration Number:	2989629	FAT TIRE
Registration Number:	2900009	
Registration Number:	2813023	BEER RANGER
Registration Number:	2867953	TRANSATLANTIQUE KRIEK
Registration Number:	2817123	NEW BELGIUM BREWING
Registration Number:	4703932	RANGER
Registration Number:	3693726	MIGHTY ARROW
Registration Number:	3999143	SUPER CRU
Registration Number:	3895396	LE TERROIR
Registration Number:	3905536	ALTERNATIVELY EMPOWERED
Registration Number:	3874734	CLIPS OF FAITH
Registration Number:	3884140	MOTHERSHIP
Registration Number:	4154397	SNOWDAY
Registration Number:	3640975	LOOSE LIPS
Registration Number:	3596134	LA FOLIE
Registration Number:	3644381	NEW BELGIUM BREWING
Registration Number:	3628447	GIDDY UP!
Registration Number:	3577572	LIPS OF FAITH
Registration Number:	3577123	1554 ENLIGHTENED BLACK ALE
Registration Number:	3425207	TEAM WONDERBIKE
Registration Number:	2820265	NEW BELGIUM BREWING
Registration Number:	2800982	
Registration Number:	2891589	
Registration Number:	2513468	TOUR DE FAT
Registration Number:	2265114	BLUE PADDLE
Registration Number:	2371913	SUNSHINE
Registration Number:	1846908	FAT TIRE

Property Type	Number	Word Mark
Serial Number:	86290295	CACHE LA FOEDER
Serial Number:	86701824	BELGIAN LACE
Serial Number:	86976801	SEASON OPENER ALE
Serial Number:	86018008	SEASON OPENER ALE
Serial Number:	86689988	JUICIFER
Serial Number:	86687221	CITRADELIC
Serial Number:	86666879	SIDETRIP
Serial Number:	86656430	GLUTINY
Serial Number:	86570822	LOST IN THE WOODS
Serial Number:	86392315	POWDER CACHE
Serial Number:	85589483	ENJOY THE RIDE

CORRESPONDENCE DATA

Fax Number: 8163743300

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: 816-374-3200

Email: susan.murphy@bryancave.com

Correspondent Name: BRYAN CAVE LLP

Address Line 1: 1200 Main Street, Suite 3500

Address Line 4: Kansas City, MISSOURI 64105-2100

ATTORNEY DOCKET NUMBER:	0387422
NAME OF SUBMITTER:	Trevor Jenkins
SIGNATURE:	/Trevor Jenkins/
DATE SIGNED:	08/28/2015

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of August 28, 2015 by New Belgium Brewing Company, Inc., a Colorado corporation (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent"), for the ratable benefit of the Lenders (as defined in the Credit Agreement referenced below) (each, a "Secured Party" and, collectively, the "Secured Parties").

Recitals

A. Grantor, the Lenders and the Administrative Agent have entered into that certain Credit Agreement, dated as of the date hereof (together with any amendments, modifications, replacements or substitutions thereof, the "Credit Agreement"), providing for a revolving credit facility in the initial aggregate maximum principal amount of \$150,000,000;

B. Grantor has entered into a Pledge and Security Agreement, dated as of the date hereof, by and among the Grantor and the Administrative Agent, for the ratable benefit of the Secured Parties (as amended, supplemented, amended and restated or otherwise modified or reaffirmed from time to time, the "Security Agreement"), pursuant to which Grantor granted the Administrative Agent a security interest in, and a lien on, among other things, the property described in Schedule I hereto; and

C. Grantor has determined that it is in its best interests to execute this Agreement for filing with the United States Patent and Trademark Office.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Administrative Agent and the ratable benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement or, if not defined in the Security Agreement, then as defined in the Credit Agreement.

SECTION 2. Grant of Security Interest. As security for the due and punctual payment and performance of the Obligations in full, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, the Grantor hereby grants to and creates in favor of the Administrative Agent, for its benefit and the ratable benefit of the Secured Parties, a continuing first priority Lien on and security interest in and to all of the following property (subject only to the superior priority of certain Permitted Encumbrances (as defined in the Credit Agreement)), whether now existing or hereafter acquired by the Grantor (collectively, the "Trademark Collateral"):

(a) (i) all of the Grantor's trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, now existing or hereafter adopted or acquired, including, without limitation, those referred to in Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof, or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademarks");

(b) all goodwill of the business connected with the use of and symbolized by the Trademarks;

(c) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(d) all proceeds of, and rights associated with, the foregoing rights described in clauses (a), (b) and (c), including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world;

provided, that, the term "Trademark Collateral" shall not include any U.S. trademark or service mark application, to the extent the security interest granted hereunder would cause the invalidation of such trademark or service mark application, until such time as a statement to allege use (or the equivalent) in respect thereof has been filed with, and accepted by, the United States Patent and Trademark Office; provided, further, that the Trademark Collateral shall include any and all proceeds of the interests described in the foregoing clause to the extent that the assignment or encumbering of such proceeds would not cause such invalidation.

SECTION 3. Representations. Upon the execution and delivery of this Agreement and the filing with the United States Patent and Trademark Office of this Agreement, the Administrative Agent's security interest in the Trademark Collateral conferred hereby will be a valid, perfected first priority security interest (to the extent perfection may be achieved by a filing with the United States Patent and Trademark Office), subject only to certain Permitted Encumbrances. No effective financing statement or other instrument similar in effect covering all or any part of the Trademark Collateral is on file in any recording office except as provided for and permitted by the Security Agreement.

SECTION 4. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world, and in connection therewith, the Grantor hereby

authorizes the Administrative Agent to file this Agreement with all offices deemed necessary by the Administrative Agent (provided that in the case of any such filing outside the United States, the Administrative Agent shall provide Grantor notice of such filing). The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent, for its benefit and the ratable benefit of the Secured Parties, under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[SIGNATURES ON FOLLOWING PAGE]

This Agreement is executed by the Grantor and Administrative Agent as of the date first set forth above.

GRANTOR:

NEW BELGIUM BREWING COMPANY, INC.,
a Colorado corporation

By:

Danielle Melarnon

Name: Danielle Melarnon

Title: CFO

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005611 FRAME: 0683

ADMINISTRATIVE AGENT:

JPMorgan Chase Bank, N.A.,
as Administrative Agent

By:


Name: Stephen E. Driscoll
Title: Executive Director


SCHEDULE I
to Trademark Security Agreement




United States Trademarks:

<u>Registration Number</u>	<u>Registration Date</u>	<u>Mark</u>
4661054	23-Dec-14	1554
4773443	14-Jul-15	SNAPSHOT
4701453	10-Mar-15	SLOW RIDE
4499446	18-Mar-14	PUMPKICK
4676739	20-Jan-15	SLOW RIDE
4664892	30-Dec-14	TOUR DE FALL
4534394	20-May-14	REWIND
4625941	21-Oct-14	
4476015	28-Jan-14	HOP KITCHEN
4492110	4-Mar-14	ACCUMULATION
4452398	17-Dec-13	ROLLE BOLLE
4460039	31-Dec-13	RAMPANT
4243501	13-Nov-12	RED HOPTOBER
4173048	10-Jul-12	SHIFT

<u>Registration Number</u>	<u>Registration Date</u>	<u>Mark</u>
4247141	20-Nov-12	DIG
4057556	15-Nov-11	JOY RIDE
4122649	3-Apr-12	NEW BELGIUM BEER CONFIDENCE
4008646	9-Aug-11	NEW BELGIUM
4016915	23-Aug-11	SOMERSAULT
3420409	29-Apr-08	SNAPSHOT
3259583	3-Jul-07	MOTHERSHIP WIT
3318028	23-Oct-07	SKINNY DIP
3416157	22-Apr-08	SPRINGBOARD
3562571	13-Jan-09	MOTHERSHIP WIT
3204612	30-Jan-07	2° BELOW

<u>Registration Number</u>	<u>Registration Date</u>	<u>Mark</u>
3152246	3-Oct-06	SKINNY DIP
3096758	23-May-06	FOLLOW YOUR FOLLY
3048894	24-Jan-06	
3018632	22-Nov-05	NEW BELGIUM
2989629	30-Aug-05	FAT TIRE
2900009	2-Nov-04	
2813023	10-Feb-04	BEER RANGER
2867953	27-Jul-04	TRANSATLANTIQUE KRIEK
2817123	24-Feb-04	NEW BELGIUM BREWING
4703932	17-Mar-15	RANGER
3693726	6-Oct-09	MIGHTY ARROW

<u>Registration Number</u>	<u>Registration Date</u>	<u>Mark</u>
3999143	19-Jul-11	SUPER CRU
3895396	21-Dec-10	LE TERROIR
3905536	11-Jan-11	ALTERNATIVELY EMPOWERED
3874734	9-Nov-10	CLIPS OF FAITH
3884140	30-Nov-10	MOTHERSHIP
4154397	5-Jun-12	SNOWDAY
3640975	16-Jun-09	LOOSE LIPS
3596134	24-Mar-09	LA FOLIE
3644381	23-Jun-09	
3628447	26-May-09	GIDDY UP!
3577572	17-Feb-09	LIPS OF FAITH
3577123	17-Feb-09	1554 ENLIGHTENED BLACK ALE

<u>Registration Number</u>	<u>Registration Date</u>	<u>Mark</u>
3425207	13-May-08	TEAM WONDERBIKE
2820265	2-Mar-04	
2800982	30-Dec-03	
2891589	5-Oct-04	
2513468	27-Nov-01	TOUR DE FAT
2265114	27-Jul-99	BLUE PADDLE
2371913	1-Aug-00	SUNSHINE
1846908	26-Jul-94	FAT TIRE

United States Trademarks (Pending):

<u>Application Number</u>	<u>Application Date</u>	<u>Mark</u>
86290295	23-May-14	CACHE LA FOEDER
86701824	22-Jul-15	BELGIAN LACE
86976801	23-Jul-13	SEASON OPENER ALE
86018008	23-Jul-13	SEASON OPENER ALE
86689988	10-Jul-15	JUICIFER
86687221	8-Jul-15	CITRADELIC
86666879	18-Jun-15	SIDETRIP
86656430	9-Jun-15	GLUTINY
86570822	20-Mar-15	LOST IN THE WOODS
86392315	11-Sep-14	POWDER CACHE
85589483	4-Apr-12	ENJOY THE RIDE