

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM516756

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
New Age Beverages Corporation		03/29/2019	Corporation: WASHINGTON
New Age Health Sciences, Inc.		03/29/2019	Corporation: NEVADA
Morinda, Inc.		03/29/2019	Corporation: UTAH

## RECEIVING PARTY DATA

<b>Name:</b>	East West Bank
<b>Street Address:</b>	2350 Mission College Blvd.
<b>Internal Address:</b>	Suite 988
<b>City:</b>	Santa Clara
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95054
<b>Entity Type:</b>	Chartered Bank: CALIFORNIA

## PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	4863045	LIBERATE YOUR THIRST
Registration Number:	5025217	BÚCHA
Registration Number:	4094652	COCO LIBRE
Registration Number:	3999942	BÚCHA
Registration Number:	3289696	XING TEA
Registration Number:	5353752	TE MANA
Registration Number:	4632984	TRUAGE
Registration Number:	3103950	COSMOSFACT
Registration Number:	3106564	MORINDA
Registration Number:	3123217	TAHITIAN NONI
Registration Number:	3074196	TAHITIAN NONI
Registration Number:	4172104	TAHITIAN NONI
Registration Number:	3488064	TAHITIAN NONI
Registration Number:	3488062	TAHITIAN NONI
Registration Number:	2727630	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2586236	
Registration Number:	2537558	TAHITIAN NONI
Registration Number:	2374456	
Registration Number:	2359545	
Registration Number:	2353365	TAHITIAN NONI
Registration Number:	2353364	TAHITIAN NONI
Registration Number:	2348298	MORINDA
Registration Number:	2323630	MORINDA
Registration Number:	2320937	MORINDA
Registration Number:	2420648	TAHITIAN NONI
Registration Number:	2213694	TAHITIAN NONI
Registration Number:	2207977	TAHITIAN NONI
Registration Number:	2198227	
Registration Number:	2188983	MORINDA
Registration Number:	2212254	100% AUTHENTIC TAHITIAN NONI
Serial Number:	88166351	
Serial Number:	88166371	NEW AGE
Serial Number:	88151044	CBD CANNABINOID-INFUSED
Serial Number:	88140172	CBD SHOT
Serial Number:	88138729	CBD TEA SHOT
Serial Number:	88113736	THC TEA
Serial Number:	88113728	CBD TEA
Serial Number:	88113711	THC WTR
Serial Number:	88113680	CBD WTR
Serial Number:	88106486	CANNA T

**CORRESPONDENCE DATA**

**Fax Number:** 2026626291

*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:** (202)662-6000

**Email:** jaugsburger@cov.com

**Correspondent Name:** Covington & Burling LLP

**Address Line 1:** One CityCenter, 850 Tenth Street, NW

**Address Line 2:** Attn: Patent Docketing

**Address Line 4:** Washington, D.C. 20001

**ATTORNEY DOCKET NUMBER:** 037758.00002

**NAME OF SUBMITTER:** Jenn Augsburger

**SIGNATURE:** /jenn augsburger/

<b>DATE SIGNED:</b>	04/01/2019
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**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of March 29, 2019 by and among East West Bank (“**Bank**”), New Age Beverages Corporation (“**Borrower**”), New Age Health Sciences, Inc. (“**New Age Health**”), Morinda, Inc. (“**Morinda**” and together with New Age Health, “**Grantors**”).

### RECITALS

**A.** Bank has agreed to make Credit Extensions to Borrower in the amount and manner set forth in that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, the “**Loan Agreement**”), between Bank and Borrower. Capitalized terms used herein that are not otherwise defined herein are used as defined in the Loan Agreement).

**B.** Bank is willing to extend financial accommodations to Borrower, but only upon the condition, among others, that Borrower and Grantors shall grant to Bank a security interest, effective upon the date hereof, in certain Copyrights, Trademarks and Patents to secure the obligations of Borrower under the Loan Agreement.

**NOW, THEREFORE**, Borrower and each Grantor agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other Loan Document, Borrower and each Grantor hereby grants and pledges to Bank a security interest in all of its respective right, title and interest in, to and under its intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interests in the Intellectual Property granted to Bank under the Loan Agreement and that certain Guarantee and Pledge Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, the “**Guarantee**”), by and among Grantors, NABC Properties, LLC, NABC, Inc., Morinda Holdings, Inc., Tropical Resources, Inc., Morinda USA, Inc., Morinda Worldwide, Inc., and Morinda Japan GK and Bank. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, the Guarantee and the other Loan Documents to which Borrower or any Grantor is a party, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement, the Guarantee or any of the other Loan Documents to which Borrower or any Grantor is a party, or now or hereafter existing at law or in equity shall be cumulative and concurrent and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement, the Guarantee or any of the other Loan Documents to which Borrower or any Grantor is a party, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies. Notwithstanding the foregoing, in the event of any conflict between this Agreement and the Loan Agreement, the Loan Agreement shall control.

Borrower and each Grantor represents and warrants that Exhibits A, B and C attached hereto set forth any and all intellectual property rights of Borrower and such Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

*[Remainder of Page Intentionally Left Blank.]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by as of the first date written above.

Address of Borrower:

1700 East 68th Avenue  
Denver, CO 80229

BORROWER:

NEW AGE BEVERAGES CORPORATION

By 

Name: Gregory A. Coe  
Title: Chief Financial Officer

Address of Grantor:

1700 East 68th Avenue  
Denver, CO 80229

GRANTOR:

NEW AGE HEALTH SCIENCES, INC.

By 

Name: Brent D. Willis  
Title: CEO

Address of Grantor:

737 East 1180 South  
American Fork, UT 84003

GRANTOR:

MORINDA, INC.

By 

Name: Richard C. Rife  
Title: Director & Corporate Secretary

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK  
REEL: 006605 FRAME: 0383

Address of Bank:

2350 Mission College Blvd, Suite 988  
Santa Clara, California 95054  
Attn: Kelvin P. Chan

BANK:

EAST WEST BANK

By: \_\_\_\_\_

Name: Kelvin Chan

Title: Managing Director

*[Signature Page to Intellectual Property Security Agreement]*

**TRADEMARK**  
**REEL: 006605 FRAME: 0384**

**EXHIBIT A**  
**COPYRIGHTS**

None.



**EXHIBIT B**

**PATENTS**

**Patents and Patent Applications  
Held by New Age Health Sciences, Inc.**

U.S. Patent No. 7,399,755 – “Formulations Comprising Multiple Dietary and Endogenously Made Antioxidants and B-Vitamins”, Application No. 11/357,246

U.S. Patent No. 7,449,451 – “Use of Multiple Antioxidant Micronutrients as Systemic Biological Radioprotective Agents Against Potential Ionizing Radiation Risks”, Application No. 10/229,274

U.S. Patent No. 7,605,145 – “Micronutrient Formulations for Treatment of Diabetes Mellitus”, Application No. 11/943,176

U.S. Patent No. 7,628,984 – “Micronutrient Formulations for Pulmonary and Heart Health”, Application No. 12/157,077

U.S. Patent No. 7,635,469 – “Micronutrient Formulations for Hearing Health”, Application No. 12/080,189

U.S. Patent No. 8,221,799 – “Multiple Antioxidant Optimal Health/Veterans Ultimate Complete Formulation”, Application No. 11/671,317

U.S. Patent No. 8,592,392 – “Multiple Antioxidant Micronutrients”, Application No. 11/032,831

U.S. Patent No. 9,655,966 – “Micronutrient Formulations for Radiation Applications”, Application No. 12/284,841

U.S. Application No. 14/756,311 – “Antioxidants Micronutrients in Electronic Cigarettes”

U.S. Application No.: 15/603,197 – “Micronutrient Formulation for Environmental Applications”

U.S. Application No. 62/553,260 – “Composition of Micronutrients and Phytochemicals”

U.S. Application No. 62/685,498 – “Compositions of Nutrients and Phytochemicals for Preoperative Functional Beverages in Enhanced Recovery after Surgery (ERAS) Protocols”

**Patents and Patent Applications  
Held by Morinda, Inc.**

U.S. Patent No. 8,790,727 – “Morinda citrifolia and Iridoid based Formulations”, Application No. 13/032,540

U.S. Patent No. 6,214,351 – “Morinda citrifolia Oil”, Application No. 09/384,785

U.S. Patent No. 6,254,913 – “Morinda citrifolia Dietary Fiber and Method”, Application No. 09/384,784

U.S. Patent No. 6,417,157 – “Morinda citrifolia Oil”, Application No. 09.523,865

U.S. Patent No. 6,589,514 – “Cosmetic Intensive Repair Serum with Morinda citrifolia”, Application No. 09.836,869

U.S. Patent No. 8,025,910 – “Method and Composition for Administering Bioactive Compounds derived from Morinda citrifolia”, Application No. 11/746,798

U.S. Patent No. 8,535,741 – “Method and Composition for Administering Bioactive Compounds derived from Morinda citrifolia”, Division of Application No. 11/746,798

U.S. Patent No. 8,652,546 – “Morinda citrifolia based Formulations for Regulating T Cell Immunomodulation in Neonatal Stock Animals”, Application No. 12/199,369

U.S. Patent No. 8,679,550 – “Morinda citrifolia Juice Formulations Comprising Iridoids”, Application 13/406,253

**EXHIBIT C**  
**TRADEMARKS**

**U.S. Trademarks and Trademark Applications  
held by New Age Beverages Corporation**

U.S. Trademark Registration for LIBERATE YOUR THIRST, Registration No. 4863045

U.S. Trademark Registration for BÚCHA, Registration No. 5025217

U.S. Trademark Registration for COCO LIBRE, Registration No. 4094652

U.S. Trademark Registration for BÚCHA, Registration No. 3999942

U.S. Trademark Registration for XING TEA, Registration No. 3289696

U.S. Trademark Application for *New Age* figurative mark, Serial No. 88166351

U.S. Trademark Application for NEW AGE, Serial No. 88166371

U.S. Trademark Application for CBD CANNABINOID INFUSED, Serial No. 88151044

U.S. Trademark Application for CBD SHOT, Serial No. 88140172

U.S. Trademark Application for CBD TEA SHOT, Serial No. 88138729

U.S. Trademark Application for THC TEA, Serial No. 88113736

U.S. Trademark Application for CBD TEA, Serial No. 88113728

U.S. Trademark Application for THC WTR, Serial No. 88113711

U.S. Trademark Application for CBD WTR, Serial No. 88113680

U.S. Trademark Application for CANNA T, Serial No. 88106486

**U.S. Trademarks and Trademark Applications  
held by Morinda, Inc.**

- U.S. Trademark Registration for TE MANA, Registration No. 5353752
- U.S. Trademark Registration for TRUAGE, Registration No. 4632984
- U.S. Trademark Registration for MORINDA, Registration No. 3103905
- U.S. Trademark Registration for MORINDA, Registration No. 3106564
- U.S. Trademark Registration for TAHITIAN NONI, Registration No. 3123217
- U.S. Trademark Registration for TAHITIAN NONI, Registration No. 3074196
- U.S. Trademark Registration for TAHITIAN NONI, Registration No. 4172104
- U.S. Trademark Registration for TAHITIAN NONI, Registration No. 3488064
- U.S. Trademark Registration for TAHITIAN NONI, Registration No. 3488062
- U.S. Trademark Registration for *bottle shape*, Registration No. 2727630
- U.S. Trademark Registration for *bottle shape*, Registration No. 2586236
- U.S. Trademark Registration for TAHITIAN NONI, Registration No. 2537558
- U.S. Trademark Registration for *Man with Conch Shell* figurative mark, Registration No. 2374456
- U.S. Trademark Registration for *Man with Conch Shell* figurative mark, Registration No. 2359545
- U.S. Trademark Registration for TAHITIAN NONI, Registration No. 2353365
- U.S. Trademark Registration for TAHITIAN NONI, Registration No. 2353364
- U.S. Trademark Registration for MORINDA, Registration No. 2348298
- U.S. Trademark Registration for MORINDA, Registration No. 2323630
- U.S. Trademark Registration for MORINDA, Registration No. 2320937
- U.S. Trademark Registration for TAHITIAN NONI, Registration No. 2420648
- U.S. Trademark Registration for TAHITIAN NONI, Registration No. 2213694

U.S. Trademark Registration for TAHITIAN NONI, Registration No. 2207977

U.S. Trademark Registration for *Man with Conch Shell* figurative mark, Registration No.  
2198227

U.S. Trademark Registration for MORINDA, Registration No. 2188983

U.S. Trademark Registration for 100% AUTHENTIC TAHITIAN NONI, Registration No.  
2212254