

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM535527

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Brands Within Reach, LLC		07/11/2019	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<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>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88214502	FLASH BREWED	
<b>Serial Number:</b>	85050879	TOGETHER WE CAN MAKE A DIFFERENCE	
<b>Serial Number:</b>	85871999	YOÜTHY	
<b>Serial Number:</b>	85858449	YOÜTHY FOREVER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	(202) 662-6000		
<b>Email:</b>	gjohnson@cov.com		
<b>Correspondent Name:</b>	Covington & Burling LLP		
<b>Address Line 1:</b>	850 Tenth Street, NW		
<b>Address Line 2:</b>	One CityCenter		
<b>Address Line 4:</b>	Washington, D.C. 20001-4956		
<b>NAME OF SUBMITTER:</b>	Grant D. Johnson		
<b>SIGNATURE:</b>	/Grant D. Johnson/		
<b>DATE SIGNED:</b>	08/06/2019		
<b>Total Attachments: 6</b>			

CH \$115.00 88214502

source=Intellectual Property Security Agreement 2019 08 02#page1.tif  
source=Intellectual Property Security Agreement 2019 08 02#page2.tif  
source=Intellectual Property Security Agreement 2019 08 02#page3.tif  
source=Intellectual Property Security Agreement 2019 08 02#page4.tif  
source=Intellectual Property Security Agreement 2019 08 02#page5.tif  
source=Intellectual Property Security Agreement 2019 08 02#page6.tif

## 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 July 11, 2019 by and between East West Bank ("Bank") and Brands Within Reach, LLC ("Grantor").

### RECITALS

A. Bank has entered into that certain Loan and Security Agreement with New Age Beverages Corporation ("Borrower"), dated as of March 29, 2019 (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. Grantor has entered into that certain Supplement to Guarantee and Pledged, dated as of July 11, 2019 (the "Supplement to Guarantee"), executed by Grantor in favor of Bank.

C. Bank is willing to enter into the First Amendment, Waiver and Consent to Loan and Security Agreement (the "First Amendment"), but only upon the condition, among others, that Grantor 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 and its obligations under the Loan Documents.

NOW, THEREFORE, Bank and Grantor agree as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other Loan Document, Borrower and Grantor hereby grants and pledges to Bank a security interest in all of its 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 Supplement to Guarantee. 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 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 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 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.

Grantor represents and warrants that Exhibits A, B and C attached hereto set forth any and all intellectual property rights of 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 Grantor:

141 Halstead Ave #200,  
Mamaroneck, NY 10543

GRANTOR:

BRANDS WITHIN REACH, LLC

By: 

Name: Gregory A. Gould

Title: *Manager*

*[Signature Page to Intellectual Property Security Agreement]*

TRADEMARK  
REEL: 006713 FRAME: 0744

EXHIBIT A  
COPYRIGHTS

None

**EXHIBIT B**

**PATENTS**

None.

**EXHIBIT C**  
**TRADEMARKS**

United States

FLASH BREWED, Serial Number 88214502

TOGETHER WE CAN MAKE A DIFFERENCE, Serial Number 85050879

YOUTHY, Serial Number 85871999

YOUTHY TOGETHER, Serial Number 85858449