

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM621271

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900578684

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NewAge, Inc.	FORMERLY New Age Beverages Corporation, previously Bucha, Inc.	09/23/2020	Corporation: WASHINGTON

RECEIVING PARTY DATA

Name:	Brands Within Reach, LLC
Street Address:	141 Halstead Ave, 2nd Floor
City:	Mamaroneck
State/Country:	NEW YORK
Postal Code:	10543
Entity Type:	Limited Liability Company: NEW YORK

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3999942	BÚCHA
Registration Number:	5025217	BÚCHA
Serial Number:	88871798	CHEAT ON SODA
Registration Number:	4094652	COCO LIBRE
Registration Number:	4863045	LIBERATE YOUR THIRST
Registration Number:	3289696	XING TEA
Registration Number:	3078333	XING
Registration Number:	3078332	XING
Registration Number:	3845505	ASPEN PURE
Registration Number:	2958731	ASPEN PURE

CORRESPONDENCE DATA

Fax Number: 8012122004

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: 8013507660

Email: astevens@kmclaw.com

Correspondent Name: Adam D. Stevens

OP \$50.00 3999942

Address Line 1: 36 S State St, Ste 1900
Address Line 2: Kirton McConkie
Address Line 4: Salt Lake City, UTAH 84111

NAME OF SUBMITTER: Adam D. Stevens

SIGNATURE: /Adam D. Stevens/

DATE SIGNED: 01/20/2021

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), effective as of the date of the last signature below, is made by NewAge, Inc. dba New Age Beverages Corporation ("**Assignor**"), a Washington Corporation, in favor of Brands Within Reach, LLC ("**Assignee**"), a New York limited liability company.

WHEREAS Assignor wishes to convey, transfer, and assign to Assignee certain intellectual property of Assignor, and to otherwise execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions; and

WHEREAS Assignee wishes to acquire all right, title and interest in and to the Assigned Trademarks (as defined below), including but not limited to all goodwill associated therewith in accordance with the terms of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies the transfer of Assignor's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of

corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee.

3. Further Assurances. At any time after the date hereof, Assignor shall use commercially reasonable efforts to (a) execute and deliver such other instruments of sale, transfer, conveyance, assignment, assumption and confirmation, and (b) take such other actions as Assignee may reasonably request, in each case of clauses (a) and (b) that are necessary or desirable for obtaining, sustaining or reissuing any registrations for the Assigned Trademarks and transferring, conveying, assigning, and delivering to Assignee the title in and to the Assigned Trademarks, all at Assignee's sole cost and expense.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. The interpretation and construction of this Trademark Assignment, and all matters relating to this Trademark Assignment, will be governed by the laws of the State of Colorado without giving effect to any conflict of law provisions thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

NewAge, Inc. dba New Age Beverages Corporation

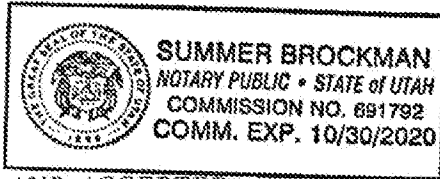
By: [Signature]
Name: Gregory A. Gould
Title: Chief Financial Officer

ACKNOWLEDGMENT

STATE OF UTAH)

COUNTY OF UTAH)

On the 23 day of September 2020, before me personally appeared Gregory A. Gould, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Financial Officer of NewAge, Inc. (also dba New Age Beverages Corporation), and acknowledged the instrument to be his free act and deed of NewAge, Inc. for the uses and purposes mentioned in the instrument.



[Signature]
Notary Public
Printed Name: Summer Brockman
My commission expires: 10/30/2020

AGREED TO AND ACCEPTED:

Brands Within Reach, LLC

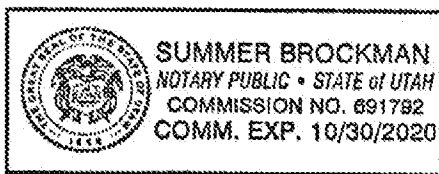
By: [Signature]
Name: Gregory A. Gould
Title: Manager

ACKNOWLEDGMENT

STATE OF UTAH)

COUNTY OF UTAH)

On the 23 day of September 2020, before me personally appeared Gregory A. Gould, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as Manager of Brands Within Reach, LLC, and acknowledged the instrument to be his free act and deed of Brands Within Reach, LLC for the uses and purposes mentioned in the instrument.



[Signature]
Notary Public
Printed Name: Summer Brockman
My commission expires: 10/30/2020

SCHEDULE 1**Assigned Trademarks**

Trademark	Owner	Jurisdiction	Serial No./ Registration No.	Filing Date/ Registration Date	Status
BUCHA	New Age Beverages Corporation	United States	3,999,942	July 18, 2010/July 19, 2011	Registered
BUCHA	New Age Beverages Corporation	United States	5,025,217	July 16, 2015/August 23, 2016	Registered
CHEAT ON SODA	New Age Beverages Corporation	United States	88/871,798	April 14, 2020	Pending
COCO LIBRE	New Age Beverages Corporation	United States	4,094,652	February 15, 2011/January 31, 2012	Registered
LIBERATE YOUR THIRST	New Age Beverages Corporation	United States	4,863,045	April 24, 2015/December 1, 2015	Registered
COCO LIBRE and Design	New Age Beverages Corporation	Mexico	1460381	December 19, 2013/June 4, 2014	Registered
XING TEA	New Age Beverages Corporation	United States	3,289,696	November 25, 2006/ September 11, 2007	Registered
XING TEA	New Age Beverages Corporation	Canada	TMA872140	March 7, 2008/February 25, 2014	Registered

XING TEA	New Age Beverages Corporation	Chile	1135839	December 17, 2014/October 28, 2015	Registered
XING TEA	New Age Beverages Corporation	Mexico	1058202	February 29, 2008/August 29, 2008	Registered
XING TEA	New Age Beverages Corporation	Mexico	1504103	May 3, 2011/January 7, 2015	Registered
XING JUICE	New Age Beverages Corporation	Mexico	1504102	May 3, 2011/January 7, 2015	Registered
XING JUICE and Design	New Age Beverages Corporation	Mexico	1504784	May 3, 2011/January 8, 2015	Registered
XING TEA and Design	New Age Beverages Corporation	Mexico	1504785	May 3, 2011/January 8, 2015	Registered
XING TEA	New Age Beverages Corporation	International Registration	1240310	February 18, 2015	Registered
XING (stylized)	New Age Beverages Corporation	United States	3,078,333	April 20, 2005/April 11, 2006	Registered
XING	New Age Beverages Corporation	United States	3,078,332	April 20, 2005/April 11, 2006	Registered
XING	New Age Beverages Corporation	Indonesia	D002016031495	June 28, 2016	Pending
ASPEN PURE	New Age Beverages Corporation	United States	3,845,505	April 28, 2010/September 7, 2010	Registered
ASPEN	New Age Beverages Corporation	United States	2,958,731	August 7, 2002/May 31,	Registered

PURE	Corporation			2005	
ASPEN PURE	New Age Beverages Corporation	China	8258207		Registered

US.129346672.02

RECORDED: 11/05/2020

TRADEMARK
REEL: 007153 FRAME: 0087