

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807183

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mass. Bay Brewing Company, Inc.		04/28/2023	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Needham Bank		
Street Address:	1063 Great Plain Avenue		
City:	Needham		
State/Country:	MASSACHUSETTS		
Postal Code:	02492		
Entity Type:	Chartered Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87115075	TAKE A HIKE!	
CORRESPONDENCE DATA			
Fax Number:	6174220383		
<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>			
Phone:	6174220200		
Email:	bbk@bostonbusinesslaw.com		
Correspondent Name:	Brittney B. Keophoxay		
Address Line 1:	155 Federal Street, Floor 9		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Christopher M. Sacht		
SIGNATURE:	/s/ Christopher M. Sacht		
DATE SIGNED:	05/01/2023		
Total Attachments: 15			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) dated as of this 28th day of April, 2023, is made by and between Mass. Bay Brewing Company, Inc., a Massachusetts corporation having an address of 306 Northern Avenue, Boston, MA 02210 (the “Borrower”), and Needham Bank, a Massachusetts bank having an address of 1063 Great Plain Avenue, Needham, MA 02492 (the “Lender”).

Recitals

A. Borrower and Lender are parties to a certain Credit Agreement of even date herewith (as the same may hereafter be amended, supplemented, restated or otherwise modified from time to time, the “Credit Agreement”) setting forth the terms on which Lender may now or hereafter extend credit to or for the account of the Borrower.

B. In connection with the Credit Agreement, Lender and Borrower have executed and delivered that certain Security Agreement of even date herewith (as amended, supplemented, restated or otherwise modified from time to time, the “Security Agreement”).

As a condition to the Security Agreement, Lender has required the execution and delivery of this Agreement by the Borrower.

For good and valuable consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

“Patents” means all of the Borrower’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of the Borrower’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

Any reference to an Event of Default that “exists” or is “continuing” shall mean an Event of Default that has occurred and has not been waived in writing by the Lender.

2. Security Interest. The Borrower hereby irrevocably pledges and assigns to, and grants Lender a security interest (the "Security Interest"), and upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, the power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Borrower. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right hereunder on or in any "intent to use" application for trademark registration filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051 for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent to use application under applicable federal law, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. The Borrower represents, warrants and agrees as follows:

(a) Patents. Exhibit A accurately lists all Patents owned by the Borrower as of the date hereof, or to which the Borrower has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Borrower owns any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Borrower shall within thirty (30) days provide written notice to Lender with a replacement Exhibit A, which upon acceptance by Lender shall become part of this Agreement.

(b) Trademarks. Exhibit B accurately lists all Trademarks owned by the Borrower as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Borrower's or any Affiliate's business(es). If after the date hereof, the Borrower owns any Trademarks not listed on Exhibit B (other than common law marks which are not material to any Borrower's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Borrower shall within thirty (30) days provide written notice to Lender with a replacement Exhibit B, which upon acceptance by Lender shall become part of this Agreement.

(c) Affiliates. As of the date hereof, other than certain Trademarks covered by the IP Security Agreement with Windsor Brewing, no subsidiary or affiliate of the Borrower owns, or has a right to have assigned to it any items that would, if such item were owned by the Borrower, constitute Patents or Trademarks used by Borrower in the conduct of its business. If after the date hereof any affiliate or subsidiary of the Borrower owns, or has a right to have assigned to it any such items, then the Borrower shall, within thirty (30) days of learning of such items, either: (i) cause such subsidiary or affiliate to assign all of its rights in such item(s) to the Borrower; or (ii) notify Lender of such item(s) and cause such subsidiary or affiliate to execute and deliver to Lender a patent and trademark security agreement substantially in the form of this Agreement. Notwithstanding the foregoing to the contrary, the Lender

hereby acknowledges that the Trademarks held by Mountain Brewers, LLC shall not be subject to the terms of this Section 3(c).

(d) Title. The Borrower as identified as the owner of each Patent and Trademark on Exhibits A and B has absolute title to each Patent and each Trademark listed thereon, free and clear of all Liens (other than Permitted Liens). The Borrower (i) will have, at the time the Borrower acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens, other than Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens, other than Permitted Liens.

(e) No Sale. The Borrower will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Lender's prior written consent which shall not be unreasonably withheld, except as otherwise permitted by the Credit Agreement.

(f) Defense. The Borrower will, at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(g) Maintenance. The Borrower shall maintain in full force and effect all patents, trademarks, service marks, trade names, copyrights, licenses, franchises, permits and other authorizations necessary for the ownership and operation of their properties and businesses, if the failure so to maintain the same would create a Material Adverse Change.

(h) Lender's Right to Take Action. If the Borrower fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Borrower's receipt of Lender's written notice thereof, or if the Borrower notifies Lender that it intends to abandon a Patent or Trademark that is material and necessary to Borrower's business, Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Borrower (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Borrower shall pay Lender on demand the amount of all reasonable and documented out-of-pocket costs and expenses (including reasonable and documented out-of-pocket attorneys' fees and disbursements) incurred by Lender in connection with or as a result of Lender's taking action under subsection (h) above or exercising its rights under Section 6.

(j) Power of Attorney. To facilitate Lender's taking action under subsection (h) above and exercising its rights under Section 6, the Borrower hereby irrevocably appoints (which appointment is coupled with an interest) Lender, or its delegate, as the attorney-in-fact of the Borrower with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the

Borrower under this Section 3, or, necessary for Lender, after the occurrence and during continuance of an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations; provided that, the power of attorney granted herein shall not be exercised unless and until the occurrence and continuance of an Event of Default (subject to any applicable grace or cure periods as set forth in the Credit Agreement).

4. [Reserved].

5. Defaults. Each of the following occurrences shall constitute an event of default under this Agreement (herein called an "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Borrower fails promptly to observe or perform any covenant or agreement herein binding on it within any grace or cure period set forth in the Credit Agreement; or (c) any of the representations or warranties contained in Section 3 hereof shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence and during continuance of an Event of Default (subject to any applicable grace or cure periods as set forth in the Credit Agreement), Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any or all remedies available under the Credit Agreement.

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Lender may enforce the Patents and Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, the Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Lender. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Lender's rights or remedies. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to the Borrower under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Lender shall not be obligated to preserve any rights the Borrower may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Borrower and Lender and their respective participants, successors and assigns and shall take effect when signed by the Borrower and delivered to Lender, and the Borrower waives notice of Lender's acceptance hereof. Lender may execute this Agreement if appropriate for the

purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement authorized by the Borrower shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the law of the Commonwealth of Massachusetts without regard to conflict of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

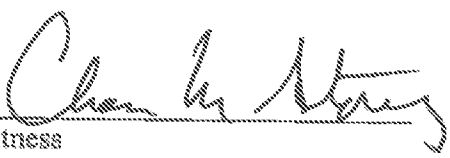
8. Waiver of Jury Trial. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON, ARISING FROM OR OUT OF, OR PERTAINING TO THIS AGREEMENT.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first written above.

BORROWER:

MASS. BAY BREWING COMPANY, LLC


Witness

By: 
Name: Warren G. Dibble
Title: Chief Financial Officer

LENDER:

NEEDHAM BANK

Witness

By: _____
Name: Brian A. Sutton
Title: Senior Vice President

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first written above.

BORROWER:

MASS. BAY BREWING COMPANY, LLC

Witness

By: _____
Name: Warren G. Dibble
Title: Chief Financial Officer

LENDER:

NEEDHAM BANK

Witness

Pauline Rowland
Pauline Rowland

By: *BAS*

Name: Brian A. Sutton
Title: Senior Vice President

EXHIBIT A

UNITED STATES ISSUED PATENTS

None.



EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS


AND COLLECTIVE MEMBERSHIP MARKS

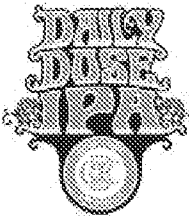



REGISTRATIONS





(Please see attached)



Mark	Trademark Image	Country	Serial #	Registration Number	Registration Date	Intl. Registration #
HARPOON		United States	75/610,348	2,367,876	07/18/2000	
HARPOON ALE		United States	73/822,292	1,593,325	04/24/1990	
LOVE BEER. LOVE LIFE.		United States	76/006,282	2,557,061	04/02/2002	
HARPOON BREWERY		United States	78/363,260	2,991,907	09/06/2005	
100 BARREL SERIES		Canada	1,738,043	TMA947,013	08/22/2016	
100 BARREL SERIES		European Union	014378285	014378285	11/03/2015	
100 BARREL SERIES		United States	78/360,903	2,991,891	09/06/2005	
HARPOON		Australia	1699337	1699337	02/02/2016	
HARPOON		Canada	1,732,296	TMA946,174	08/15/2016	
HARPOON		Canada	1,837,652	TMA1,028,482	06/19/2019	
HARPOON		European Union	006482251	006482251	11/13/2008	
HARPOON		European Union	016722928	016722928	03/04/2020	
HARPOON		India	3060956	3060956	09/13/2016	
HARPOON		Norway	201704762	294199	10/09/2017	
HARPOON		Norway	201706261	294174	10/05/2017	
HARPOON		United States	78/551,349	3,155,097	10/10/2006	
HARPOON		United States	86/900,305	5,044,756	09/20/2016	
HARPOON		United States	87/289,384	5,251,034	07/25/2017	
UFO		Canada	1,739,802	TMA991,351	02/26/2018	
UFO		European Union	013319868	013319868	02/17/2015	
UFO		United Kingdom	UK00913319 868	UK00913319868	02/17/2015	
UFO		Norway	201704763	294200	10/09/2017	
UFO		United States	78/551,352	3,054,372	01/31/2006	

HARPOON		United States	77/194,698	3,502,603	09/16/2008	
UFO EXPLORER		United States	77/923,175	3,841,109	08/31/2010	
THE LONG THAW		United States	86/166,906	4,584,284	08/12/2014	
LOVE BEER. LOVE LIFE.		Canada	1,686,829	TMA933,581	04/04/2016	
LOVE BEER. LOVE LIFE.		European Union	013101571	013101571	12/09/2014	
LOVE BEER. LOVE LIFE.		United States	86/179,932	4,756,946	06/16/2015	
UFO BIG SQUEEZE SHANDY		European Union	013421409	013421409	03/11/2015	
UFO BIG SQUEEZE SHANDY		United States	86/276,648	4,758,640	06/23/2015	
HARPOON TAKE 5		Canada	1,745,465	TMA955,908	11/21/2016	
HARPOON TAKE 5		European Union	014553473	014553473	12/28/2015	
EHOP		United States	86/618,194	4,974,696	06/07/2016	
SUMMER VACATION		United States	86/707,061	5,169,240	03/28/2017	
HOPPY ADVENTURE		European Union	014993547	014993547	05/04/2016	
HOPPY ADVENTURE		United States	86/742,601	5,000,076	07/12/2016	
CAMP WANNAMANGO		United States	86/793,510	4,970,625	05/31/2016	
FLANNEL FRIDAY		United States	87/054,933	5,206,289	05/16/2017	
JUICER		United States	87/660,705	5,485,727	06/05/2018	
THE CRAIC		United States	87/662,878	5,485,823	06/05/2018	
CLOWN SHOES		United States	85/519,373	4,198,168	08/28/2012	
LIME-Y VICE		United States	87/730,955	5,567,261	09/18/2018	
BAKED GOODS		United States	88/033,435	5,685,825	02/26/2019	
SPACE CAKE		United States	88/033,453	5,685,828	02/26/2019	

BUBBLE FARM		United States	88/033,472	5,685,831	02/26/2019	
CITY ROOTS		United States	88/177,494	5,886,869	10/15/2019	
HOPPY FEET		United States	88/196,445	5,968,679	01/21/2020	
REC. LEAGUE		United States	88/196,876	5,769,789	06/04/2019	
ARCTIC SUMMER		United States	88/252,271	5,887,010	10/15/2019	
MADE CHILL		United States	88/558,779	6,145,076	09/08/2020	
UFO LIGHT FORCE		United States	88/688,485	6,115,149	07/28/2020	
ARCTIC CHILL		Canada	2040891			
ARCTIC CHILL		United States	88/845,221	6,207,515	11/24/2020	
ARCTIC CHILL		WIPO	A0100374		9/18/2020	1559453
ARCTIC CHILL		Australia	2135287		02/08/2021	1559453
ARCTIC CHILL		China				1559453
NEW ENGLAND'S ORIGINAL IPA		United States	88/902,744	6,126,761	08/11/2020	
FANTASY LEAGUE		United States	88/917,579	6,343,396	05/04/2021	
BIG LEAGUE		United States	88/922,887	6,880,513	10/18/2022	
SUMMER LEAGUE		United States	90/620,426	6,762,250	06/14/2022	
OPEN LEAGUE		United States	97/241,575			
RIGHT COAST		United States	97/289,626			
RIGHT COAST SPIRITS		United States	97/300,708			
CLOWN SHOES		United States	97/316,784			
REC. WEED		United States	97/405,125			
SPACE JUICE		United States	86/601,901	4,886,998	01/12/2016	
OUR FLAGSHIP ALE-AS MUCH A VERMONT TRADITION AS THE TRAIL ITSELF.		United States	86/649,377	4,885,309	01/12/2016	
ALL SOULS		United States	88/079,526	5,783,587	06/18/2019	

CAN JAM		United States	87/645,598	5,597,184	10/30/2018	
DAILY DOSE IPA OTTER CREEK BREWING CO. OCB		United States	87/638,739	5,623,870	12/04/2018	
DRIP DROP		United States	87/522,468	5,515,265	07/10/2018	
HEAD CHARGE DIPA DOUBLE IPA DOUBLE IPA OTTER CREEK BREWING CO. OCB AN ENLIGHTENED STATE OF HAZE & HOPS		United States	87/649,337	5,629,154	12/11/2018	
HEADCHARGE		United States	86/430,518	5,498,079	06/19/2018	
HIT THE TRAIL		United States	88/079,622	5,661,639	01/22/2019	
MOUNTAIN MIXER		United States	86/760,210	4,996,406	07/12/2016	
NEON FLOW		United States	87/372,200	5,514,787	07/10/2018	
OCB		United States	86/361,586	4,688,787	02/17/2015	
ORANGE DREAM		United States	87/297,661	5,415,549	03/06/2018	
OTTER CREEK		United States	74/696,840	2,033,416	01/28/1997	
OTTER CREEK BREWING CO. OCB		United States	87/195,655	5,208,648	05/23/2017	
SHED		United States	86/289,805	4,614,003	09/30/2014	
THE SHED		United States	85/513,230	4,194,407	08/21/2012	

THE SHED BREWERY BREWING FRESH ALES SINCE 1995 · ESTABLISHED IN STOWE, VERMONT		United States	86/548,840	4,935,038	04/12/2016	
HELLBROOK		United States	86/785,439	5,037,926	09/06/2016	
DAILY DOSE		United States	87/058,545	5,267,323	08/15/2017	
A TASTE OF VERMONT		United States	77/331,367	3,466,852	07/15/2008	
BASE LAYER		United States	87/760,646	5,704,717	03/19/2019	
BLACKBEARY WHEAT		United States	78/319,628	2,934,835	03/22/2005	
DOUBLE BAG		United States	75/234,802	2,179,510	08/04/1998	
HAZY LIGHTNING		United States	87/689,717	5,603,029	11/06/2018	
HIBERNATOR		United States	74/729,660	2,084,669	07/29/1997	
		United States	87/510,885	5,385,876	01/23/2018	
		United States	87/280,329	5,250,425	07/25/2017	
		United States	77/360,259	3,449,368	06/17/2008	
HIT THE TRAIL		United States	88/079,622	5,661,639	01/22/2019	
LIMBO		United States	86/022,471	4,540,535	05/27/2014	
LONG TRAIL		United States	78/588,636	3,124,887	08/01/2006	
LONG TRAIL		United States	77/308,656	4,202,581	09/04/2012	

LONG TRAIL		United States	85/627,365	4,393,532	08/27/2013	
LONG TRAIL		United States	87/219,137	5,294,420	09/26/2017	
LONG TRAIL		United States	74/207,487	1,718,541	09/22/1992	
LONG TRAIL HOPPER		United States	87/295,693	5,287,977	09/12/2017	
ONE "VERMONT PINT"		United States	78/534,445	3,172,248	11/14/2006	
OVER THE HANDLEBARS		United States	87/452,077	5,596,642	10/30/2018	
POLLENATOR		United States	75/256,637	2,209,668	12/08/1998	
SURVIVAL PACK		United States	77/371,876	3,509,843	09/30/2008	
TAKE A HIKE!		United States	87/115,075	5,151,101	02/28/2017	
TAKE A HIKE!		United States	77/357,267	3,440,560	06/03/2008	
TAKE A HIKE!		United States	77/378,906	3,637,458	06/16/2009	
TRAIL HOPPER IPA		United States	87/511,004	5,385,889	01/23/2018	
TRAIL VISION		United States	87/649,220	5,602,916	11/06/2018	
TRIPLE BAG		United States	87/094,995	5,353,084	12/12/2017	
WELCOME TO VERMONT DOUBLE IPA GREEN MOUNTAIN HAZE		United States	87/887,627	5,801,659	07/09/2019	
VODKA WHIPS		United States	97/652,088			
GREEN BLAZE		United States	86/840145	5,047,042	9/20/2016	
BLAZE BOX		United States	87/372018	5,322,762	10/31/2017	
TAKE A HIKE!		United States	87/115,075	5,151,101	2/28/2017	