

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM807409

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Citizens Bank, National Association, as Administrative Agent		04/28/2023	National Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mass. Bay Brewing Company, Inc.		
<b>Street Address:</b>	306 Northern Avenue		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02210		
<b>Entity Type:</b>	Corporation: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2991891	100 BARREL SERIES	
<b>Registration Number:</b>	2367876	HARPOON	
<b>Registration Number:</b>	3155097	HARPOON	
<b>Registration Number:</b>	3502603	HARPOON	
<b>Registration Number:</b>	1593325	HARPOON ALE	
<b>Registration Number:</b>	2991907	HARPOON BREWERY	
<b>Registration Number:</b>	2557061	LOVE BEER. LOVE LIFE.	
<b>Registration Number:</b>	3054372	UFO	
<b>Registration Number:</b>	3841109	UFO EXPLORER	
<b>Registration Number:</b>	4756946	LOVE BEER. LOVE LIFE.	
<b>Registration Number:</b>	4758640	UFO BIG SQUEEZE SHANDY	
<b>Registration Number:</b>	4584284	THE LONG THAW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	828627512		
<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>	802-863-2375		
<b>Email:</b>	tmip@drm.com		

OP \$315.00 2991891

**Correspondent Name:** Peter Kunin  
**Address Line 1:** Downs Rachlin Martin PLLC  
**Address Line 2:** 199 Main Street, PO Box 190  
**Address Line 4:** Burlington, VERMONT 05402-0190

**ATTORNEY DOCKET NUMBER:** 08417013USG1

**NAME OF SUBMITTER:** Peter Kunin

**SIGNATURE:** /peter kunin/

**DATE SIGNED:** 05/02/2023

**Total Attachments: 22**

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## TERMINATION AND RELEASE AGREEMENT

THIS TERMINATION AND RELEASE AGREEMENT ("Agreement") to be effective as of April 28, 2023 by and between Citizens Bank, National Association, as Administrative Agent, ("Secured Party") and Mass. Bay Brewing Company, Inc., a corporation organized and existing under the laws of the Commonwealth of Massachusetts, and Windsor Brewing Company, LLC, a Vermont limited liability company (together, "Debtor").

Preliminary Statement. Debtor owns the Trademarks identified on Exhibits A and B hereto (the "Trademarks"). Debtor granted a security interest in the Trademarks to secure certain obligations owing to Secured Party that are now paid in full. The parties now desire to terminate the security interest in the Trademarks granted by Debtor to Secured Party.

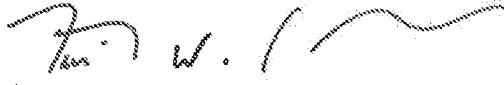
Agreement. The parties hereby agree as follows:

1. **Termination.** Debtor and Secured Party agree to terminate the Trademark Security Agreements dated July 2, 2014 and May 15, 2017, copies of which are attached as Exhibits A and B, and to discharge and release the security interests granted thereby.
2. **Authorization.** Secured Party authorizes filing of this Termination and Release Agreement in any public records. Secured Party hereby agrees that it shall execute and deliver such additional documents and shall provide additional information as Debtor may reasonably require to carry out the terms of this Termination and Release Agreement.
3. **Miscellaneous.** All of the terms and conditions of this Agreement shall be binding on and inure to the benefit of the parties, and their respective successors and assigns. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

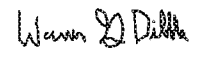
[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and delivered as of the date first above written.

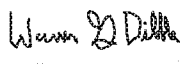
**CITIZENS BANK, N.A.**

By:   
Name: David W. Stack  
Title: Senior Vice President

**MASS. BAY BREWING COMPANY, INC.**

By:   
Name: Warren G. Dibble  
Title: SVP, CFO

**WINDSOR BREWING COMPANY, LLC**

By:   
Name: Warren G Dibble  
Title: CFO of 100% Member

*[Signature page to Termination and Release Agreement]*

Exhibit A

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 2, 2014 is made between Mass. Bay Brewing Company, Inc., a Massachusetts corporation (the "Grantor"), and Citizens Bank, National Association, as Administrative Agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

### WITNESSETH:

WHEREAS, the Grantor and the Administrative Agent, among others, are parties to the Credit Agreement, dated as of July 2, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Lenders party thereto;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered the Guarantee and Collateral Agreement, dated as of July 2, 2014 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Borrower Obligations and Grantor Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make Loans and issue or participate in Letters of Credit pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Secured Party, 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 Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) (i) all of its 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, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those filed or registered items referred to in Item A of Schedule I attached 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 (each, a "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark; and

(c) all proceeds of, and rights associated with, the foregoing, 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.

Notwithstanding the foregoing, "Trademark Collateral" shall not include (i) any "intent-to-use" Trademark applications, or (ii) any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Trademark Collateral in each case (i) and (ii), solely for so long as and to the extent that as to which the grant of a security interest would (A) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (B) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.

Section 3. Guarantee and Collateral 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. 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 the benefit of the Secured Parties under the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. 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 Guarantee and Collateral 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 5. 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.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MASS. BAY BREWING COMPANY, INC., as Grantor

By: 

Name: DANIEL C. KENNEDY

Title: PRESIDENT

[BARDON - TRADEMARK SECURITY AGREEMENT]

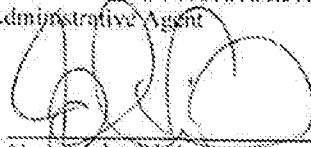
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CITIZENS BANK, NATIONAL ASSOCIATION,  
as Administrative Agent



By: \_\_\_\_\_  
Name: John Sidarous  
Title: Vice President

{HARPOON - TRADEMARK SECURITY AGREEMENT}

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SCHEDULE I  
to Trademark Security Agreement

Registered Trademarks

Owner of Record	Trademark	Application Number	Registration Number	Registration Date	Goods
Mass. Bay Brewing Company, Inc.	100 BARREL SERIES	78/360,903	2,991,891	September 6, 2005	32 Int. Beer and ale
Mass. Bay Brewing Company, Inc.	HARPOON	75/610,348	2,367,876	July 18, 2000	16 Int. Posters, stickers; coasters made of paper; paper banners, in IC 16 21 Int. Drinking glasses, pitchers, bottle openers, in IC 21 32 Int. Beverages, namely, beer and ale, in IC 32
Mass. Bay Brewing Company, Inc.	HARPOON	78/551,349	3,155,097	October 10, 2006	32 Int. Soft drinks in IC 32 43 Int. Bar and restaurant services in IC 43
Mass. Bay Brewing Company, Inc.	HARPOON	77/194,698	3,502,603	September 16, 2008	33 Int. alcoholic beverages, namely, alcoholic cider
Mass. Bay Brewing Company, Inc.	HARPOON ALE & DESIGN	73/822,292	1,593,325	April 24, 1990	32 Int. Ale, in IC 32

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Owner of Record	Trademark	Application Number	Registration Number	Registration Date	Goods
Mass. Bay Brewing Company, Inc.	HARPOON BREWERY AND DESIGN	78/363,260	2,991,907	September 6, 2005	25 Int. Clothing, namely short-sleeve T-shirts, long-sleeve T-shirts, hats, windshirts, vests, sweatshirts, bicycling jerseys, golf shirts, in IC 25
Mass. Bay Brewing Company, Inc.	HEFEWEIZEN UFO UNFILTERED OFFERING! BREWED BY HARPOON	75/402,370	2,205,785	November 24, 1998	32 Int. Beer and ale, in IC 32
Mass. Bay Brewing Company, Inc.	LOVE BEER. LOVE LIFE	76/006,282	2,557,061	April 2, 2002	25 Int. Jackets, sweatshirts, tee-shirts, hats and headbands, in IC 25 42 Int. Pub services, in IC 42
Mass. Bay Brewing Company, Inc.	NEW ENGLAND'S CRAFT BREWERY	77/258,952	3,464,753	July 8, 2008	35 Int. On-line retail store services featuring clothing, glassware, belts, beach towels, bar towels, tote bags, dog leashes, gift boxes, coasters, tap handles, key chains and road signs
Mass. Bay Brewing Company, Inc.	UFO	78/551,352	3,054,372	January 31, 2006	32 Int. Beer

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Owner of Record	Trademark	Application Number	Registration Number	Registration Date	Goods
Mass. Bay Brewing Company, Inc.	UFO EXPLORER	77/923,175	3,841,109	August 31, 2010	32 Int. alcoholic beverages, namely, beers

Pending Trademark Applications

Owner of Record	Trademark	Application Number	Filing Date	Goods
Mass. Bay Brewing Company, Inc.	LOVE BEER. LOVE LIFE	86/179,932	January 30, 2014	32 Int. Beer
Mass. Bay Brewing Company, Inc.	UFO BIG SQUEEZE SHANDY	86/276,648	May 9, 2014	32 Int. Beer
Mass. Bay Brewing Company, Inc.	THE LONG THAW	86/166,906	January 16, 2014	32 Int. Beer
Mass. Bay Brewing Company, Inc.	THE WICKED KING	86/057,001	September 5, 2013	32 Int. Beer

RECORDED: 07/02/2014

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**Exhibit B**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 15, 2017 is made among Mass. Bay Brewing Company, Inc., a Massachusetts corporation and Windsor Brewing Company, LLC (each a "Grantor" and collectively, the "Grantors"), and Citizens Bank, National Association, as Administrative Agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

### WITNESSETH:

WHEREAS, the Grantors and the Administrative Agent, among others, are parties to the Amended and Restated Credit Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Lenders party thereto;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered the Reaffirmation Agreement, dated as of the date hereof, (the "Reaffirmation Agreement") which reaffirms the obligations of each Grantor under the Guarantee and Collateral Agreement, dated as of July 2, 2014 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Reaffirmation Agreement and the Guarantee and Collateral Agreement, each Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Borrower Obligations and Grantor Obligations; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make Loans and issue or participate in Letters of Credit pursuant to the Credit Agreement, each Grantor agrees, for the benefit of each Secured Party, 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 Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest. Each Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by such Grantor (the "Trademark Collateral"):

(a) (i) all of its 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, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those filed or registered items referred to in Item A of Schedule I attached 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 (each, a "Trademark");

(b) all Trademark licenses for the grant by or to such Grantor of any right to use any Trademark; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

Notwithstanding the foregoing, "Trademark Collateral" shall not include (i) any "intent-to-use" Trademark applications, or (ii) any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Trademark Collateral in each case (i) and (ii), solely for so long as and to the extent that as to which the grant of a security interest would (A) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (B) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.

Section 3. Guarantee and Collateral Agreement. This Agreement has been executed and delivered by each 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. 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 the benefit of the Secured Parties under the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. Each 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 Guarantee and Collateral 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 5. 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.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MASS. BAY BREWING COMPANY, INC., as Grantor

By: Wm. G. Dible  
Name: Werner G. Dible  
Title: SVP, CFO

WINDSOR BREWING COMPANY, LLC, as Grantor

By: Wm. G. Dible  
Name: Werner G. Dible  
Title: Authorized Agent

CITIZENS BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By: \_\_\_\_\_  
Name: Srbul Sebebian  
Title: Director

[Signature Page to Trademark Security Agreement]

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MASS. BAY BREWING COMPANY, INC., as Grantor

By: \_\_\_\_\_  
Name:  
Title:

WINDSOR BREWING COMPANY, LLC, as Grantor

By: \_\_\_\_\_  
Name:  
Title:

CITIZENS BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By:  \_\_\_\_\_  
Name: Srbiu Seferian  
Title: Director

[Signature Page to Trademark Security Agreement]

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**SCHEDULE I**  
to Trademark Security Agreement

Registered Trademarks

Owner of Record	Trademark	Application Number	Registration Number	Registration Date	Goods
Windsor Brewing Company, LLC	CATAMOUNT	76/164,200	2,504,109	November 6, 2001	Ale, beer, porter and stout; in IC 32
Windsor Brewing Company, LLC	CATAMOUNT ENJOY VERMONT & DESIGN	76/164,304	2,533,961	January 29, 2002	Ale, beer, porter and stout; in IC 32
Mass. Bay Brewing Company, Inc.	AMERICAN CRAFT BEER FEST	85/521,746	4,420,510	October 22, 2013	Organizing and conducting entertainment and education exhibitions in the nature of a beverage festival, featuring beer tasting, information on beer and beer making, and food; in IC 32
Mass Bay Brewing Company, Inc.	DRINK. LAUGH. REPEAT.	86/389,507	4,839,630	October 27, 2015	Beer; in IC 32
Mass. Bay Brewing Company, Inc.	HARPOON TAKE 5	86/567,660	4,888,193	January 19, 2016	Beer; in IC 32

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Mass. Bay Brewing Company, Inc.	CAMP WANNAMANGO	86/793,510	4,970,625	May 31, 2016	Beer, in IC 32
Mass. Bay Brewing Company, Inc.	EHOP	86/618,194	4,974,696	June 7, 2016	Beer, IC 32
Mass. Bay Brewing Company, Inc.	HOPPY ADVENTURE	86/742,601	5,000,076	July 12, 2016	Beer, in IC 32
Mass. Bay Brewing Company, Inc.	HARPOON	86/900,305	5,044,756	September 20, 2016	Root beer, in IC 32
Mass. Bay Brewing Company, Inc.	SUMMER VACATION	86/707,061	5,169,240	March 28, 2017	Beer, in IC 32
Mass. Bay Brewing Company, Inc.	CLOWN SHOES	85/519,373	4,198,168	August 28, 2012	Beer, in IC 32

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Pending Trademark Applications

Owner of Record	Trademark	Application Number	Filing Date	Goods
Mass. Bay Brewing Company, Inc.	FLANNEL FRIDAY	87/054,933	May 31, 2016	Beer, in IC 32
Mass. Bay Brewing Company, Inc.	HARPOON	87/289,384	January 4, 2017	Clothing, namely, shirts, t-shirts, long sleeve t-shirts, tank tops, polo shirts, bike jerseys, golf shirts, sweatshirts, hoodies, vests, jackets, scarves, socks, belts, hats and caps; in IC 025

RECORDED: 02/06/2018  
 RECORDED: 05/02/2023

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