

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM807413

|  |                                    |                       |                                     |
|--|------------------------------------|-----------------------|-------------------------------------|
| <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>Name:</b>   | Windsor Brewing Company, LLC       |                       |                                     |
| <b>Street Address:</b>                                       | 336 Ruth Carney Drive              |                       |                                     |
| <b>City:</b>   | Windsor                            |                       |                                     |
| <b>State/Country:</b>  | VERMONT                            |                       |                                     |
| <b>Postal Code:</b>  | 05089                              |                       |                                     |
| <b>Entity Type:</b>  | Limited Liability Company: VERMONT |                       |                                     |
| <b>PROPERTY NUMBERS Total: 9</b>                             |                                    |                       |                                     |
| <b>Property Type</b>   | <b>Number</b>                      | <b>Word Mark</b>      |                                     |
| <b>Registration Number:</b>                                  | 2504109                            | CATAMOUNT             |                                     |
| <b>Registration Number:</b>                                  | 4970625                            | CAMP WANNAMANGO       |                                     |
| <b>Registration Number:</b>                                  | 4974696                            | EHOP                  |                                     |
| <b>Registration Number:</b>                                  | 5000076                            | HOPPY ADVENTURE       |                                     |
| <b>Registration Number:</b>                                  | 5044756                            | HARPOON               |                                     |
| <b>Registration Number:</b>                                  | 5169240                            | SUMMER VACATION       |                                     |
| <b>Registration Number:</b>                                  | 4198168                            | CLOWN SHOES           |                                     |
| <b>Registration Number:</b>                                  | 5206289                            | FLANNEL FRIDAY        |                                     |
| <b>Registration Number:</b>                                  | 5251034                            | HARPOON               |                                     |
| <b>CORRESPONDENCE DATA</b>                                   |                                    |                       |                                     |
| <b>Fax Number:</b>   | 828627512                          |                       |                                     |

OP \$240.00 2504109

**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:** 802-863-2375  
**Email:** tmip@drm.com  
**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.

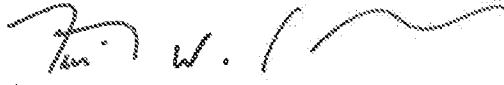
Agreement. The parties hereby agree as follows:

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.

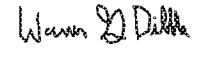
[Signature page follows.]

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

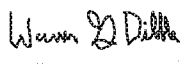
**CITIZENS BANK, N.A.**

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 ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM309570

|                                   |  |  |                               |
|-----------------------------------|--|--|-------------------------------|
| <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>            |
| Mass. Bay Brewing Company, Inc.   |  | 07/02/2014                               | CORPORATION:<br>MASSACHUSETTS |
| <b>RECEIVING PARTY DATA</b>       |  |  |                               |
| <b>Name:</b>                      | Citizens Bank, National Association, as Administrative Agent |  |                               |
| <b>Street Address:</b>            | 28 State Street  |  |                               |
| <b>Internal Address:</b>          | 15th Floor   |  |                               |
| <b>City:</b>                      | Boston   |  |                               |
| <b>State/Country:</b>             | MASSACHUSETTS  |  |                               |
| <b>Postal Code:</b>               | 02109  |  |                               |
| <b>Entity Type:</b>               | National Association: UNITED STATES                          |  |                               |
| <b>PROPERTY NUMBERS Total: 15</b> |  |  |                               |
| <b>Property Type</b>              | <b>Number</b>  | <b>Word Mark</b>                         |                               |
| Registration Number:              | 2991891  | 100 BARREL SERIES                        |                               |
| Registration Number:              | 2367876  | HARPOON                                  |                               |
| Registration Number:              | 3155097  | HARPOON                                  |                               |
| Registration Number:              | 3502603  | HARPOON                                  |                               |
| Registration Number:              | 1593325  | HARPOON ALE                              |                               |
| Registration Number:              | 2991907  | HARPOON BREWERY                          |                               |
| Registration Number:              | 2205785  | HEFEWEIZEN UFO HARPOON'S UNFILTERED OFFE |                               |
| Registration Number:              | 2557061  | LOVE BEER. LOVE LIFE.                    |                               |
| Registration Number:              | 3464753  | NEW ENGLAND'S CRAFT BREWERY              |                               |
| Registration Number:              | 3054372  | UFO                                      |                               |
| Registration Number:              | 3841109  | UFO EXPLORER                             |                               |
| Serial Number:                    | 86179932   | LOVE BEER. LOVE LIFE.                    |                               |
| Serial Number:                    | 86276648   | UFO BIG SQUEEZE SHANDY                   |                               |
| Serial Number:                    | 86166906   | THE LONG THAW                            |                               |
| Serial Number:                    | 86057001   | THE WICKED KING                          |                               |
| <b>CORRESPONDENCE DATA</b>        |  |  |                               |
| <b>Fax Number:</b>                | 4045818330   |  |                               |

OP \$390.00 2991891

*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:** 404-581-8275  
**Email:** srbrown@jonesday.com  
**Correspondent Name:** Sidney R. Brown, Jones Day  
**Address Line 1:** 1420 Peachtree Street, NE  
**Address Line 2:** Suite 800  
**Address Line 4:** Atlanta, GEORGIA 30309

|                                |                   |
|--------------------------------|-------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 435285-610131     |
| <b>NAME OF SUBMITTER:</b>      | Sidney R. Brown   |
| <b>SIGNATURE:</b>              | /Sidney R. Brown/ |
| <b>DATE SIGNED:</b>            | 07/02/2014        |

**Total Attachments: 7**

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TRADEMARK

TRADEMARK

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## 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

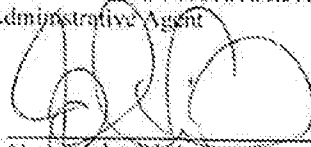
[BARDON - TRADEMARK SECURITY AGREEMENT]

TRADEMARK

TRADEMARK

REEL: 008057 FRAME: 0247

CITIZENS BANK, NATIONAL ASSOCIATION,  
as Administrative Agent



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

{HARPOON - TRADEMARK SECURITY AGREEMENT}

TRADEMARK  
TRADEMARK  
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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<br>16 Int. Posters, stickers, coasters made of paper, paper banners, in IC 16                |
| Mass. Bay Brewing Company, Inc. | HARPOON              | 75/610,348         | 2,367,876           | July 18, 2000      | 21 Int. Drinking glasses, pitchers, bottle openers, in IC 21<br>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<br>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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TRADEMARK

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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<br>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   |

A11-260999v4

| 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 |

ATTN: 24099934

3

**Exhibit B**

22033714.1

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM461028

|   |  |                          |                            |
|---|--|--------------------------|----------------------------|
| <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>         |
| Mass. Bay Brewing Company, Inc.   |  | 05/15/2017               | Corporation:               |
| Windsor Brewing Company, LLC  |  | 05/15/2017               | Limited Liability Company: |
| <b>RECEIVING PARTY DATA</b>   |  |                          |                            |
| <b>Name:</b>  | Citizens Bank, N.A., as Administrative Agent |                          |                            |
| <b>Street Address:</b>  | 28 State Street                              |                          |                            |
| <b>City:</b>  | Boston                                       |                          |                            |
| <b>State/Country:</b>   | MASSACHUSETTS                                |                          |                            |
| <b>Postal Code:</b>   | 02109  |                          |                            |
| <b>Entity Type:</b>   | National Banking Association: UNITED STATES  |                          |                            |
| <b>PROPERTY NUMBERS Total: 13</b>   |  |                          |                            |
| <b>Property Type</b>  | <b>Number</b>                                | <b>Word Mark</b>         |                            |
| Registration Number:  | 2504109                                      | CATAMOUNT                |                            |
| Registration Number:  | 2533961                                      | CATAMOUNT ENJOY VERMONT  |                            |
| Registration Number:  | 4420510                                      | AMERICAN CRAFT BEER FEST |                            |
| Registration Number:  | 4839630                                      | DRINK. LAUGH. REPEAT.    |                            |
| Registration Number:  | 4888193                                      | HARPOON TAKE 5           |                            |
| Registration Number:  | 4970625                                      | CAMP WANNAMANGO          |                            |
| Registration Number:  | 4974696                                      | EHOP                     |                            |
| Registration Number:  | 5000076                                      | HOPPY ADVENTURE          |                            |
| Registration Number:  | 5044756                                      | HARPOON                  |                            |
| Registration Number:  | 5169240                                      | SUMMER VACATION          |                            |
| Registration Number:  | 4198168                                      | CLOWN SHOES              |                            |
| Serial Number:  | 87054933                                     | FLANNEL FRIDAY           |                            |
| Serial Number:  | 87289384                                     | HARPOON                  |                            |
| <b>CORRESPONDENCE DATA</b>  |  |                          |                            |
| <b>Fax Number:</b>  | 2127557306                                   |                          |                            |
| <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> |  |                          |                            |

TRADEMARK

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TRADEMARK

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|  |                               |
|--|-------------------------------|
| <b>Phone:</b>  | 617-960-3939                  |
| <b>Email:</b>  | elabarge@jonesday.com         |
| <b>Correspondent Name:</b>                               | Jorden Zanazzi                |
| <b>Address Line 1:</b>                                   | 250 Vesey Street              |
| <b>Address Line 2:</b>                                   | Jones Day                     |
| <b>Address Line 4:</b>                                   | New York, NEW YORK 10281-1047 |
| <b>ATTORNEY DOCKET NUMBER:</b>                           | 741887-600007                 |
| <b>NAME OF SUBMITTER:</b>                                | Jorden Zanazzi                |
| <b>SIGNATURE:</b>  | /Jorden Zanazzi/              |
| <b>DATE SIGNED:</b>                                      | 02/06/2018                    |
| <b>Total Attachments: 7</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: Wm. G. Dible  
Title: SVP, CFO

WINDSOR BREWING COMPANY, LLC, as Grantor

By: Wm. G. Dible  
Name: Wm. 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: Srđui 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<br>5                | 86/567,660         | 4,888,193           | January 19, 2016  | Beer; in IC 32  |

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|                                 |                    |            |           |                    |                     |
|---------------------------------|--------------------|------------|-----------|--------------------|---------------------|
| Mass. Bay Brewing Company, Inc. | CAMP<br>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<br>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<br>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      |

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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