

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5020570

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
NEW AGE BEVERAGES CORPORATION	06/20/2018
NEW AGE HEALTH SCIENCES, INC.	06/20/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	DOMINION CAPITAL LLC
<b>Street Address:</b>	341 W 38TH ST #800
<b>City:</b>	NEW YORK CITY
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10018
<b>PROPERTY NUMBERS Total: 9</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6849613
Patent Number:	7399755
Patent Number:	7449451
Patent Number:	7605145
Patent Number:	7628984
Patent Number:	7635469
Patent Number:	8221799
Patent Number:	8592392
Patent Number:	9655966
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Email:</b>	MBGautier@mintz.com
<b>Correspondent Name:</b>	MATTHEW GAUTIER
<b>Address Line 1:</b>	CHRYSLER CENTER
<b>Address Line 2:</b>	666 THIRD AVENUE
<b>Address Line 4:</b>	NEW YORK CITY, NEW YORK 10017
<b>ATTORNEY DOCKET NUMBER:</b>	055234-001

<b>NAME OF SUBMITTER:</b>	ROBERT SWEENEY
<b>SIGNATURE:</b>	/ROBERT SWEENEY/
<b>DATE SIGNED:</b>	06/22/2018
<b>Total Attachments: 9</b> source=NBEV - (June 2018) - IP Security Agreement (Executed)#page1.tif source=NBEV - (June 2018) - IP Security Agreement (Executed)#page2.tif source=NBEV - (June 2018) - IP Security Agreement (Executed)#page3.tif source=NBEV - (June 2018) - IP Security Agreement (Executed)#page4.tif source=NBEV - (June 2018) - IP Security Agreement (Executed)#page5.tif source=NBEV - (June 2018) - IP Security Agreement (Executed)#page6.tif source=NBEV - (June 2018) - IP Security Agreement (Executed)#page7.tif source=NBEV - (June 2018) - IP Security Agreement (Executed)#page8.tif source=NBEV - (June 2018) - IP Security Agreement (Executed)#page9.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”), dated as of June 20, 2018, by New Age Beverages Corporation and New Age Health Sciences, Inc. (collectively, the “**Grantors**”), in favor of Dominion Capital LLC, as secured lender (the “**Secured Lender**”).

### WHEREAS:

A. Reference is made to that certain Security Agreement, dated as of June 20, 2018 (the “**Security Agreement**”), entered into by and among the Grantors, the other Debtors (as defined in the Security Agreement) party thereto, and the Secured Lender, which secures certain now existing and future arising obligations owing to the Secured Lender (as defined in the Security Agreement) under the Transaction Documents (as defined in the Purchase Agreement (as defined below)), as provided in the Security Agreement;

B. Pursuant to the Security Agreement and that certain Securities Purchase Agreement (the “**Purchase Agreement**”), entered into between the Grantors and Secured Lender, the Grantors are required to execute and deliver to the Secured Lender this Agreement;

C. Pursuant to the terms of the Security Agreement, the Grantors have granted to the Secured Lender (as defined in the Security Agreement), a security interest in substantially all the assets of the Grantors, including all right, title and interest of the Grantors in, the IP Collateral (as defined below); and

D. Capitalized terms used and not otherwise defined herein that are defined in the Security Agreement or the Purchase Agreement shall have the meanings given such terms in the Security Agreement or the Purchase Agreement.

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby grant to the Secured Lender (as defined in the Security Agreement), to secure the Obligations (as defined in the Security Agreement), a continuing security interest in all of the Grantors’ right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. Each United States and foreign trademark and trademark application, including, without limitation, each United States federally registered trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

2. Each trademark license, including, without limitation, each trademark license listed on schedule 1 annexed hereto, together with all goodwill associated therewith;

3. All products and proceeds of the foregoing items 1 through 2, including, without limitation, any claim by the grantors against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant

to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “**Trademark Collateral**”);

4. Each United States and foreign patent and patent application, including, without limitation, each United States federally registered patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

5. Each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;

6. All products and proceeds of the foregoing items 4 through 5, including, without limitation, any claim by the grantors against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any trademark issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “**Patent Collateral**”);

7. If applicable, each United States and foreign copyright and copyright application, including, without limitation, each United States federally registered copyright and copyright application referred to in Schedule 3 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

8. If applicable, each copyright license, including, without limitation, each copyright license listed on Schedule 3 annexed hereto, together with all goodwill associated therewith;

9. All products and proceeds of the foregoing items 7 through 8, including, without limitation, any claim by the grantors against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any copyright, including, without limitation, any copyright referred to in Schedule 3 annexed hereto, any copyright issued pursuant to a copyright application referred to in Schedule 3 and any copyright licensed under any copyright license listed on Schedule 3 annexed hereto (items 7 through 9 being herein collectively referred to as the “**Copyright Collateral**”; items 1 through 9 being herein (i.e., the Trademark Collateral, the Patent Collateral, and the Copyright Collateral) collectively referred to as the “**IP Collateral**”).

This security interest is granted in conjunction with the security interests granted to the Secured Lender, pursuant to the Security Agreement and the other Transaction Documents (as defined in the Purchase Agreement). The Grantors hereby acknowledge and affirm that the rights and remedies of the Secured Lender with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Transaction Documents (as defined in the Purchase Agreement), the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Transaction Documents (as defined in the Purchase Agreement).

Grantors shall give Secured Lender prior written notice of no less than five (5) Business Days before filing any additional application for registration of any trademark and prompt notice

in writing of any additional trademark registrations, patent registration, or copyright registrations granted therefor after the date hereof. Without limiting Grantors' obligations under this paragraph, Grantors hereby authorize Secured Lender unilaterally to modify this Agreement by amending Schedules 1, 2, or 3 to include any future United States registered trademarks, patents, copyrights or applications therefor of Grantors. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedules 1, 2, or 3 shall in any way affect, invalidate or detract from Secured Lender's continuing security interest in all Collateral, whether or not listed on Schedule 1, 2, or 3.

Grantors hereby agree that, anything herein to the contrary notwithstanding, such Grantors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their trademarks subject to the security interest hereunder.

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

This Agreement is a Transaction Document (as defined in the Purchase Agreement).

This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement and all disputes arising hereunder shall be governed by, the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. The parties hereto (a) agree that any legal action or proceeding with respect to this Agreement or any other agreement, document, or other instrument executed in connection herewith or therewith, shall be brought in any state or federal court located within the City of New York, New York, (b) irrevocably waive any objections which either may now or hereafter have to the venue of any suit, action or proceeding arising out of or relating to this Agreement, or any other agreement, document, or other instrument executed in connection herewith, brought in the aforementioned courts and (c) further irrevocably waive any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

**[Remainder of Page Intentionally Left Blank; Signature Page Follows]**

The Grantors have caused this Intellectual Property Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**NEW AGE HEALTH SCIENCES, INC.**

By:   
Name: Brent Willis  
Title: Chief Executive Officer

**NEW AGE BEVERAGES  
CORPORATION**

By:   
Name: Charles Ence  
Title: Chief Financial Officer

Acknowledged:

**DOMINION CAPITAL LLC,**  
as Secured Lender

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

The Grantors have caused this Intellectual Property Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**NEW AGE HEALTH SCIENCES, INC.**

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

**NEW AGE BEVERAGES  
CORPORATION**

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

Acknowledged:

**DOMINION CAPITAL LLC,**  
as Secured Lender

By:  \_\_\_\_\_  
Name: Mikhail Gurevich  
Title: Managing Member

**Disclosure Schedules to the Intellectual Property Security Agreement**



**Schedule 1**

**Trademarks**

We hold the following United States trademarks:

Serial Numbers 86694956 and 85087186 for Búcha

Serial Numbers 85025636 and 76438612 for Aspen Pure®

Serial Number 85347345 for Just Pure Water®

Serial Number 77312629 for XingEnergy®

Serial Number 77050595 for XingTea®

Serial Number 85243126 for Coco-Libre

Serial Numbers 85066981, 85767476, 86709724, and 86681878 for Marley

Serial Number 87599349 for PediaAde

## **Schedule 2**

### **Patents**

# Patent Number  
Subject/Outcome

Patent

1)	6,849,613	"Multiple Antioxidant Micronutrients"	Micronutrient Application for Neurological Treatment
2)	7,399,755	"Formulations Comprising Multiple Dietary and Endogenously Made Antioxidants and B-Vitamins"	Micronutrient Application for Neurological Treatment
3)	7,449,451	"Use of Multiple Antioxidant Micronutrients as Systemic Biological Radioprotective Agents Against Potential Ionizing Radiation Risks"	Micronutrient Application for Radiation Protection
4)	7,605,145	Micronutrient Formulations for Treatment of Diabetes Mellitus"	Micronutrient Application for Diabetes Treatment
5)	7,628,984	Micronutrient Formulations for Pulmonary and Heart Health"	Micronutrient Application for Cardiovascular Health
6)	7,635,469	Micronutrient Formulations for Hearing Health	Micronutrient Application for Hearing Health
7)	8,221,799	Multiple Antioxidant Optimal Health/Veteran's Ultimate Complete Formulations"	Applications for Brain and Biohazard Protection
8)	8,592,392	Multiple Antioxidant Micronutrients"	Expanded Application for Biohazard Protection
9)	9,655,966	Micronutrient Formulations for Radiation Applications	Micronutrient Application for Radiation Protection
10)	P-0563*	"Antioxidant Micronutrients in Electronic Cigarettes"	Micronutrient Application in new delivery systems
11)	CIP 12/284,841*	BioShield for Protection Against Environmental Exposures"	Micronutrient Application for Biohazard Protection

We also have patents pending and continuations in progress for Antioxidant Micronutrients used in Electronic Cigarettes, and BioShield for Protection Against Environmental Exposures.

**Schedule 3**

**Copyrights**

None.