

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6426325

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ARIEL MERGER SUB 2, LLC	12/01/2020
NEWAGE, INC. (A WASHINGTON CORPORATION)	12/01/2020
NABC, INC.	12/01/2020
MORINDA, INC.	12/01/2020
RECEIVING PARTY DATA	
Name:	JGB COLLATERAL, LLC (A DELAWARE LIMITED LIABILITY COMPANY)
Street Address:	21 CHARLES STREET
City:	WESTPORT
State/Country:	CONNECTICUT
Postal Code:	06880
PROPERTY NUMBERS Total: 23	
Property Type	Number
Patent Number:	7399755
Patent Number:	7449451
Patent Number:	7605145
Patent Number:	7628984
Patent Number:	8221799
Patent Number:	8592392
Patent Number:	9655966
Patent Number:	10499682
Patent Number:	8790727
Patent Number:	6214351
Patent Number:	6254913
Patent Number:	6417157
Patent Number:	6589514
Patent Number:	8025910
Patent Number:	8535741
Patent Number:	8652546
Patent Number:	8679550

Property Type	Number
Application Number:	15603197
Application Number:	62553260
Application Number:	62685498
Application Number:	14024228
Application Number:	15812310
Application Number:	15994429

CORRESPONDENCE DATA

Fax Number: (214)200-0853

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: 2109787487

Email: venisa.dark@haynesboone.com

Correspondent Name: VENISA DARK, HAYNES AND BOONE LLP

Address Line 1: 2323 VICTORY AVENUE, SUITE 700

Address Line 4: DALLAS, TEXAS 75219

ATTORNEY DOCKET NUMBER:	52050.90_LEBLANC
NAME OF SUBMITTER:	VENISA DARK
SIGNATURE:	/Venisa Dark/
DATE SIGNED:	12/01/2020

Total Attachments: 17

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of December 1, 2020 by and between (a) each of the signatories hereto (each, a “**Grantor**” and collectively, the “**Grantors**”) and (b) **JGB Collateral, LLC**, a Delaware limited liability company in its capacity as collateral agent (in such capacity, the “**Agent**”) for the holders of the 8.00% Original Issue Discount Senior Secured Notes due December 1, 2022, in the original aggregate principal amount of \$32,432,000 (collectively, the “**Notes**”) of NewAge, Inc., a Washington corporation (the “**Company**”).

RECITALS

WHEREAS, pursuant to the Purchase Agreement (as defined in the Notes), the Purchasers (as defined in the Purchase Agreement) have severally agreed to extend the loans to the Company, as evidenced by the Notes;

WHEREAS, in order to induce the Purchasers to extend the loans evidenced by the Notes, Agent, Company, Grantors and certain other debtors have executed a Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”; capitalized terms used but not defined herein shall have the meaning given to such terms in the Security Agreement), pursuant to which each Grantor has granted to Agent, for the ratable benefit of the Purchasers, a security interest in, among other things, its Intellectual Property constituting Collateral (collectively, the “**Intellectual Property Collateral**”) to secure the prompt payment, performance and discharge in full of all of the Company’s obligations under the Notes and other Transaction Documents (as defined in the Purchase Agreement) and the Subsidiary Guarantors’ (as defined in the Purchase Agreement) obligations under the Purchase Agreement; and

WHEREAS, Agent and Grantors desire to enter into this Agreement to more fully evidence the Agent’s security interests in the Intellectual Property Collateral.

NOW, THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

- (1) Grant of Security Interest. To secure the Obligations to Agent and Purchasers (collectively, the “**Secured Parties**”), each Grantor grants and pledges to Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under all Intellectual Property Collateral, including, without limitation:
 - (a) the registered copyrights set forth on Exhibit A attached hereto (the “Copyrights”);
 - (b) the patents and patent applications set forth on Exhibit B attached hereto (the “Patents”);

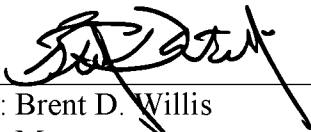
- (c) the trademarks set forth on Exhibit C attached hereto (the “Trademarks”);
 - (d) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
 - (e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;
 - (f) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and
 - (g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.
- (2) Recordation. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.
- (3) Transaction Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.
- (4) Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.
- (5) Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- (6) Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

ARIEL MERGER SUB 2, LLC

By: 
Name: Brent D. Willis
Title: Manager

**NEWAGE, INC.,
NABC, INC.,**

By: _____
Name: Greg A. Gould
Title: Chief Financial Officer, NewAge, Inc.
Authorized Signatory, NABC, Inc.

MORINDA, INC.,

By: _____
Name: Carl A. Aure
Title: Sr. VP, Finance & Taxation

[Signature page to IP Security Agreement]

**PATENT
REEL: 054509 FRAME: 0841**

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

ARIEL MERGER SUB 2, LLC

By: _____
Name: Brent D. Willis
Title: Manager

**NEWAGE, INC.,
NABC, INC.,**

By: _____
Name: Greg A. Gould
Title: Chief Financial Officer, NewAge, Inc.
Authorized Signatory, NABC, Inc.

MORINDA, INC.,

By: _____
Name: Carl A. Aure
Title: Sr. VP, Finance & Taxation

[Signature page to IP Security Agreement]

**PATENT
REEL: 054509 FRAME: 0842**

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

ARIEL MERGER SUB 2, LLC

By: _____
Name: Brent D. Willis
Title: Manager

**NEWAGE, INC.,
NABC, INC.,**

By: _____
Name: Greg A. Gould
Title: Chief Financial Officer, NewAge, Inc.
Authorized Signatory, NABC, Inc.


MORINDA, INC.,

By: 
Name: Carl A. Auré
Title: Sr. VP, Finance & Taxation

[Signature page to IP Security Agreement]

AGENT:

JGB COLLATERAL, LLC, as agent

By: 
Name: Brett Cohen
Title: President

[Signature Page to IP Security Agreement]

PATENT
REEL: 054509 FRAME: 0844

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Debtor	Jurisdiction	Patent	Application/Registration No.	Application/Registration Date.
NABC, Inc.	USA	Formulations Comprising Multiple Dietary and Endogenously Made Antioxidants and B-Vitamins	7,399,755	
NABC, Inc.	USA	Use of Multiple Antioxidant Micronutrients as Systemic Biological Radioprotective Agents Against Potential Ionizing Radiation Risks	7,449,451	
NABC, Inc.	USA	Micronutrient Formulations for Treatment of Diabetes Mellitus	7,605,145	
NABC, Inc.	USA	Micronutrient Formulations for Pulmonary and Heart Health	7,628,984	
NABC, Inc.	USA	Multiple Antioxidant Optimal Health/Veterans Ultimate Complete Formulation	8,221,799	
NABC, Inc.	USA	Multiple Antioxidant Micronutrients	8,592,392	
NABC, Inc.	USA	Micronutrient Formulations for Radiation Applications	9,655,966	

NABC, Inc.	USA	Micronutrient formulation in electronic cigarettes	10,499,682	
Morinda, Inc.	USA	Morinda citrifolia and Iridoid based Formulations	8,790,727	
Morinda, Inc.	USA	Morinda citrifolia Oil	6,214,351	
Morinda, Inc.	USA	Morinda citrifolia Dietary Fiber and Method	6,254,913	
Morinda, Inc.	USA	Morinda citrifolia Oil	6,417,157	
Morinda, Inc.	USA	Cosmetic Intensive Repair Serum with Morinda citrifolia	6,589,514	
Morinda, Inc.	USA	Method and Composition for Administering Bioactive Compounds derived from Morinda citrifolia	8,025,910	
Morinda, Inc.	USA	Method and Composition for Administering Bioactive Compounds derived from Morinda citrifolia	8,535,741	
Morinda, Inc.	USA	Morinda citrifolia based Formulations for Regulating T Cell Immunomodulation in Neonatal Stock Animals	8,652,546	
Morinda, Inc.	USA	Morinda citrifolia Juice	8,679,550	

		Formulations Comprising Iridoids		
NABC, Inc.	USA	Micronutrient Formulation for Environmental Applications	15/603,197	
NABC, Inc.	USA	Composition of Micronutrients and Phytochemicals	62/553,260	
NABC, Inc.	USA	Compositions of Nutrients and Phytochemicals for Preoperative Functional Beverages in Enhanced Recovery after Surgery (ERAS) Protocols	62/685,498	
Ariel Merger Sub 2, LLC	USA	SYSTEM AND METHOD OF MERGING TWO DISPARATE ELECTRONIC DATABASE STRUCTURES FOR MONITORING AND TRACKING ROBOTIC SYSTEMS INTO A NEW DATABASE STRUCTURE	14/024,228	November 27, 2019
Ariel Merger Sub 2, LLC	USA	Skin Rejuvenating Compositions	15/812,310	November 14, 2017
Ariel Merger Sub 2, LLC	USA	Natural Preservative Compositions	15/994,429	May 31, 2018

EXHIBIT C

Trademarks

Debtor	Jurisdiction	Trademark	Application/ Registration No.	Application Date.	Registration Date
Morinda, Inc.	USA	TE MANA	5353752	Jan 30, 2017	Dec 12, 2017
Morinda, Inc.	USA	MORINDA	3103905	Jun 28, 2005	Jun 13, 2006
Morinda, Inc.	USA	MORINDA	3106564	Jun 28, 2005	Jun 20, 2006
Morinda, Inc.	USA	TAHITIAN NONI	3123217	Jun 28, 2005	Aug 1, 2006
Morinda, Inc.	USA	TAHITIAN NONI	3074196	Nov 20, 2002	Mar 28, 2006
Morinda, Inc.	USA	TAHITIAN NONI	4172104	Feb 12, 2010	Jul 10, 2012
Morinda, Inc.	USA	TAHITIAN NONI	3488064		
Morinda, Inc.	USA	TAHITIAN NONI	3488062		
Morinda, Inc.	USA	<i>bottle shape</i>	2727630		
Morinda, Inc.	USA	<i>bottle shape</i>	2586236		
Morinda, Inc.	USA	TAHITIAN NONI	2537558		
Morinda, Inc.	USA	<i>Man with Conch Shell</i> figurative mark	2374456		
Morinda, Inc.	USA	<i>Man with Conch Shell</i> figurative mark	2359545		
Morinda, Inc.	USA	TAHITIAN NONI	2353365		
Morinda, Inc.	USA	TAHITIAN NONI	2353364		
Morinda, Inc.	USA	MORINDA	2348298		
Morinda, Inc.	USA	MORINDA	2323630		
Morinda, Inc.	USA	MORINDA	2320937		
Morinda, Inc.	USA	TAHITIAN NONI	2420648		

Morinda, Inc.	USA	TAHITIAN NONI	2213694		
Morinda, Inc.	USA	TAHITIAN NONI	2207977		
Morinda, Inc.	USA	<i>Man with Conch Shell</i> figurative mark	2198227		
Morinda, Inc.	USA	MORINDA	2188983		
Morinda, Inc.	USA	100% AUTHENTIC TAHITIAN NONI	2212254		
NewAge, Inc	USA	‘NHANCED	88879264		
NewAge, Inc	USA	NEW AGE	88166371		
Morinda, Inc.	USA	‘NHANCED	88464077		
Morinda, Inc.	USA	PLANTANA	88739370		
NewAge, Inc.	USA	CELLFIX24	90127144		
Morinda, Inc.	USA	TEORA	90056924		
Ariel Merger Sub 2, LLC	Japan	PRIIME	5928138	September 13, 2016	March 3, 2017
Ariel Merger Sub 2, LLC	Australia	ARIIX	1947447	August 9, 2018	August 9, 2018
Ariel Merger Sub 2, LLC	EUTM	ARIIX	016752735	September 20, 2017	September 20, 2017
Ariel Merger Sub 2, LLC	USA	ARIIX	4242877	May 25, 2011	November 13, 2012
Ariel Merger Sub 2, LLC	USA	ARIIX	4250956	August 3, 2011	November 27, 2012
Ariel Merger Sub 2, LLC	Israel	ARIIX	310127	October 21, 2018	
Ariel Merger Sub 2, LLC	Mexico	ARIIX	2114800	October 12, 2018	
Ariel Merger Sub 2, LLC	Mexico	ARIIX	2114798	October 12, 2018	

Ariel Merger Sub 2, LLC	Russian Federation	ARIIX	2019745828	September 13, 2019	
Ariel Merger Sub 2, LLC	Switzerland	ARIIX	08311/2020	June 16, 2020	
Ariel Merger Sub 2, LLC	Canada	ARIIX	1918426	September 5, 2018	
Ariel Merger Sub 2, LLC	Japan	ARIIX	0005963579	November 11, 2016	July 14, 2017
Ariel Merger Sub 2, LLC	Japan	ARIIX	5923625	October 7, 2015	February 17, 2017
Ariel Merger Sub 2, LLC	Switzerland	ARIIX	83112020	June 16, 2020	
Ariel Merger Sub 2, LLC	Canada	ARIIX	1918426	September 5, 2018	
Ariel Merger Sub 2, LLC	Canada	ARIIX	2039200	July 10, 2010	
Ariel Merger Sub 2, LLC	USA	ARIIX Connect	88131403	September 25, 2018	
Ariel Merger Sub 2, LLC	USA	ARIIX TRAVEL	5611933	April 19, 2018	November 20, 2018
Ariel Merger Sub 2, LLC	USA	BIOPRO-Q	4810789	February 1, 2013	September 15, 2015
Ariel Merger Sub 2, LLC	USA	DISRUPTIVE BY DESIGN	5553128	June 12, 2017	September 4, 2018
Ariel Merger Sub 2, LLC	Japan	Double-Infinity Logo	5848530	October 7, 2015	May 13, 2016
Ariel Merger Sub 2, LLC	Mexico	Double-Infinity Logo	1292536	January 30, 2012	June 21, 2012
Ariel Merger Sub 2, LLC	Australia	Double-Infinity Logo	1947448	August 9, 2018	August 9, 2018
Ariel Merger Sub 2, LLC	Switzerland	Double-Infinity Logo	83122020	June 16, 2020	
Ariel Merger Sub 2, LLC	Canada	Double-Infinity Logo	2039218	July 10, 2020	
Ariel Merger Sub 2, LLC	Israel	Double-Infinity Logo	310128	October 21, 2017	

Ariel Merger Sub 2, LLC	Russian Federation	Double-Infinity Logo	2019745835	September 13, 2019	
Ariel Merger Sub 2, LLC	USA	GIVING GREENS	5741710	July 12, 2018	April 30, 2019
Ariel Merger Sub 2, LLC	Japan	GIVING GREENS	51579072	December 7, 2018	
Ariel Merger Sub 2, LLC	Mexico	JOUEVE	2114802	October 12, 2018	
Ariel Merger Sub 2, LLC	EUTM	JOUVÉ	017963910	January 10, 2018	February 14, 2019
Ariel Merger Sub 2, LLC	Japan	JOUVÉ	5889242	April 27, 2016	October 14, 2016
Ariel Merger Sub 2, LLC	USA	JOUVÉ	5583254	August 8, 2016	October 16, 2018
Ariel Merger Sub 2, LLC	China	LUCIM	88777314	April 3, 2020	
Ariel Merger Sub 2, LLC	Hong Kong	LUCIM	305189239	February 12, 2020	
Ariel Merger Sub 2, LLC	Japan	LUCIM	2020-015777	February 13, 2020	
Ariel Merger Sub 2, LLC	Korea (South)	LUCIM	40-2020-0030896	February 25, 2020	
Ariel Merger Sub 2, LLC	Mexico	LUCIM	2333101	February 20, 2020	
Ariel Merger Sub 2, LLC	Taiwan	LUCIM	109013167	January 29, 2020	
Ariel Merger Sub 2, LLC	USA	LUCIM	88777314	January 29, 2020	
Ariel Merger Sub 2, LLC	Canada	LUCIM	2011245	February 12, 2020	
Ariel Merger Sub 2, LLC	EUTM	LUCIM	018197273	February 17, 2020	
Ariel Merger Sub 2, LLC	Australia	LUCIM	2069546	February 17, 2020	

Ariel Merger Sub 2, LLC	USA	MAGNICAL-D	5327469	March 20, 2017	November 7, 2017
Ariel Merger Sub 2, LLC	EUTM	MOA	017963915	January 10, 2018	February 14, 2019
Ariel Merger Sub 2, LLC	USA	MOA	5160928	August 8, 2016	March 14, 2017
Ariel Merger Sub 2, LLC	USA	NATRIIX	5454940	April 20, 2017	April 24, 2018
Ariel Merger Sub 2, LLC	EUTM	No text (016752719)	016752719	May 19, 2017	September 20, 2017
Ariel Merger Sub 2, LLC	Benelux	No text (1111388)	1111388	January 30, 2012	January 30, 2012
Ariel Merger Sub 2, LLC	China	No text (1111388)	1111388	January 30, 2012	January 30, 2012
Ariel Merger Sub 2, LLC	France	No text (1111388)	1111388	January 30, 2012	January 30, 2012
Ariel Merger Sub 2, LLC	Japan	No text (1111388)	1111388	January 30, 2012	January 30, 2012
Ariel Merger Sub 2, LLC	Korea (South)	No text (1111388)	1111388	January 30, 2012	January 30, 2012
Ariel Merger Sub 2, LLC	United Kingdom	No text (1111388)	1111388	January 30, 2012	January 30, 2012
Ariel Merger Sub 2, LLC	WIP	No text (1111388)	1111388	January 30, 2012	January 30, 2012
Ariel Merger Sub 2, LLC	USA	No text (85328316)	4250846	May 24, 2011	November 27, 2012
Ariel Merger Sub 2, LLC	USA	No text (85388252)	4243041	August 3, 2011	November 13, 2012
Ariel Merger Sub 2, LLC	Mexico	NURTIFII	2348392	May 1, 2020	
Ariel Merger Sub 2, LLC	Japan	NUTRIFII moa	5889170	April 8, 2016	October 14, 2016
Ariel Merger Sub 2, LLC	Japan	OMEGA-Q	5918749	August 16, 2016	February 3, 2017

Ariel Merger Sub 2, LLC	USA	OMEGA-Q	4570100	February 1, 2013	July 15, 2014
Ariel Merger Sub 2, LLC	USA	OPTIMAL-M	5550963	March 27, 2018	August 28, 2018
Ariel Merger Sub 2, LLC	USA	OPTIMAL-V	5550964	May 27, 2018	August 28, 2018
Ariel Merger Sub 2, LLC	USA	PRIIME ESSENTIAL OILS	5288956	August 8, 2016	September 19, 2017
Ariel Merger Sub 2, LLC	EUTM	PURITII	017360611	October 18, 2017	February 5, 2018
Ariel Merger Sub 2, LLC	USA	PURITII	4380342	January 28, 2013	August 6, 2013
Ariel Merger Sub 2, LLC	USA	PURITII	88400800	April 24, 2019	
Ariel Merger Sub 2, LLC	Mexico	PURITII	2114805	October 12, 2018	
Ariel Merger Sub 2, LLC	USA	PURITII	88400800	April 24, 2019	
Ariel Merger Sub 2, LLC	Ariel Merger Sub 2, LLC USA	REJUVENATING BARRIER	88657211	October 16, 2019	
Ariel Merger Sub 2, LLC	Japan	REJUVENIIX	5918750	August 16, 2016	February 3, 2017
Ariel Merger Sub 2, LLC	USA	REVIIVE	5838667	January 17, 2019	August 20, 2019
Ariel Merger Sub 2, LLC	Japan	REVIIVE	201789870	July 3, 2017	
Ariel Merger Sub 2, LLC	USA	SLENDERIIZ	4597983	January 4, 2013	September 2, 2014
Ariel Merger Sub 2, LLC	USA	UNLEASHING THE HUMAN POTENTIAL FOR GOOD	4380246	January 3, 2013	August 6, 2013
Ariel Merger Sub 2, LLC	USA	THE OPPORTUNITY COMPANY	5288957	August 8, 2016	September 19, 2017
Ariel Merger Sub 2, LLC	Japan	VINÁLI	5918751	August 16, 2016	February 3, 2017

Ariel Merger Sub 2, LLC	USA	VINÁLI	4380348	February 1, 2013	August 6, 2013
Ariel Merger Sub 2, LLC	EUTM	VINÁLI	017963912	October 1, 2018	
Ariel Merger Sub 2, LLC	USA	WHERE NOTHING IS EVERYTHING	4765978	August 21, 2014	June 30, 2015
Ariel Merger Sub 2, LLC	Japan	<u>アリックス</u>	5923626	October 7, 2015	February 17, 2017
Ariel Merger Sub 2, LLC	Japan	ギヴィンググリーン	515279072	December 7, 2018	
Ariel Merger Sub 2, LLC	Japan	<u>ジョヴェイ</u>	5889243	April 27, 2016	October 14, 2016