

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM468081

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RIPPLE BY THE BAY LLC		03/30/2018	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	10 S. Dearborn, Floor L2, Suite IL1-0480		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603-2300		
<b>Entity Type:</b>	National Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4380356	BONNIE LEE'S BEST BITTER	
<b>Registration Number:</b>	4380357	KALIFORNIA KÖLSCH	
<b>Registration Number:</b>	4376575	PROVING GROUND IPA	
<b>Registration Number:</b>	4376576	BLUE BELL BITTER	
<b>Registration Number:</b>	4738294	TWEEZER TRIPEL	
<b>Registration Number:</b>	5082681	PROMISED LAND IMPERIAL IPA	
<b>Registration Number:</b>	4720153	PRESCRIPTION PALE	
<b>Registration Number:</b>	4738283	HIGH TIME HARVEST ALE	
<b>Registration Number:</b>	4535671	MAGNOLIA	
<b>Serial Number:</b>	87844202	BOMBAY ROSE	
<b>Serial Number:</b>	87844188	BOMBAY BUBBLES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	614-280-3566		
<b>Email:</b>	james.murray@wolterskluwer.com		
<b>Correspondent Name:</b>	James Murray		
<b>Address Line 1:</b>	4400 Easton Commons Way, Suite 125		

OP \$290.00 4380356

**Address Line 2:** CT Corporation  
**Address Line 4:** Columbus, OHIO 43219

**NAME OF SUBMITTER:** Anne Giacomini

**SIGNATURE:** /Anne Giacomini/

**DATE SIGNED:** 04/02/2018

**Total Attachments: 11**

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source=JPM-New Belgium-Ripple Joinder-Amendment#page2.tif  
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source=JPM-New Belgium-Ripple Joinder-Amendment#page11.tif

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

RIPPLE BY THE BAY LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Colorado

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) March 30, 2018

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: JPMorgan Chase Bank, N.A.

Street Address: 10 S. Dearborn, Floor L2, Suite IL 1-0480

City: Chicago

State: IL

Country: USA Zip: 60603-2300

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other National Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

SEE SCHEDULE A.

B. Trademark Registration No.(s)

SEE SCHEDULE A.

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

SEE SCHEDULE A.

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: William C. Holland, Esq.

Internal Address: \_\_\_\_\_

Street Address: Bryan Cave Leighton Paisner LLP  
1700 Lincoln Street, Suite 4100

City: Denver

State: CO Zip: 80203

Phone Number: 303-861-7000

Docket Number: \_\_\_\_\_

Email Address: william.holland@bclplaw.com

**6. Total number of applications and registrations involved:**

11

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

April 2, 2018

Date

Anne Giacomini

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

11

SCHEDULE A

List of U.S. Registered Trademarks (and Applications therefor)

The following trademarks registered with, and the following trademark applications pending with, the United States Patent and Trademark Office, are owned by the Additional Grantor as noted below:

#	Owner	Mark	Registration Number	Registration Date	Serial No. Filing Date	Status
1.	Ripple By The Bay LLC	Bonnie Lee's Best Bitter	4,380,356	8/6/2013	85847430 February 12, 2013	Registered
2.	Ripple By The Bay LLC	Kalifornia Kolsch	4,380,357	8/6/2013	85847483 February 12, 2013	Registered
3.	Ripple By The Bay LLC	Proving Ground IPA	4,376,575	7/30/2013	85847415 February 12, 2013	Registered
4.	Ripple By The Bay LLC	Blue Bell Bitter	4,376,576	7/30/2013	85847423 February 12, 2013	Registered
5.	Ripple By The Bay LLC	Tweezer Tripel	4,738,294	5/19/2015	86386448 September 5, 2014	Registered
6.	Ripple By The Bay LLC	Promised Land Imperial IPA	5,082,681	11/15/2016	86386437 September 5, 2014	Registered
7.	Ripple By The Bay LLC	Prescription Pale	4,720,153	4/14/2015	86385636 September 4, 2014	Registered

<u>#</u>	<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Serial No.</u> <u>Filing Date</u>	<u>Status</u>
8.	Ripple By The Bay LLC	High Time Harvest Ale	4,738,283	5/19/2015	86385621 September 4, 2014	Registered
9.	Ripple By The Bay LLC	Magnolia	4,535,671	5/27/2014	85805675 December 18, 2012	Registered
10.	Ripple By The Bay LLC	Bombay Rose			87844202 March 21, 2018	Registration pending
11.	Ripple By The Bay LLC	Bombay Bubbles			87844188 March 21, 2018	Registration pending

**AMENDMENT AND JOINDER TO TRADEMARK SECURITY AGREEMENT**

This AMENDMENT AND JOINDER TO TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of March 30, 2018, is executed by the undersigned for the benefit of JPMORGAN CHASE BANK, N.A., a national banking association, in its capacity as Administrative Agent under and pursuant to the Credit Agreement, hereinafter defined (the “Secured Party”) in connection with that certain Trademark Security Agreement, dated as of August 28, 2015, by New Belgium Brewing Company, Inc., a Colorado corporation (the “Original Grantor”) and the Secured Party (as amended, restated, supplemented or modified from time to time, the “Trademark Security Agreement”). Capitalized terms not otherwise defined herein are being used herein as defined in the Trademark Security Agreement, or in the Credit Agreement, as defined below.

WHEREAS, New Belgium Brewing Company, Inc., as “Borrower”, the other Loan Parties party thereto, the Lenders party thereto as the “Lenders”, and the Secured Party (in its capacities as “Administrative Agent”, “Swingline Lender” and “Issuing Bank”), are the parties to that certain Credit Agreement, dated as of August 28, 2015 (as the same may be amended, restated, modified, extended or supplemented from time to time, the “Credit Agreement”);

WHEREAS, the undersigned **RIPPLE BY THE BAY LLC**, a Colorado limited liability company (“Additional Grantor”), is a new Subsidiary of the Original Grantor;

WHEREAS, pursuant to Section 5.12 of the Credit Agreement, the Additional Grantor, as a new Subsidiary of the Original Grantor, is required to execute and deliver to the Secured Party a counterpart of a Joinder Agreement and to take all such further actions and execute all such further documents and instruments as the Administrative Agent may request to create in favor of the Secured Party, for the benefit of the Secured Creditors (as defined below), a valid and perfected first priority Lien and security interest in all of the real and personal property assets of such Subsidiary;

WHEREAS, this Agreement is made for the benefit of the Secured Party, in its capacity as Administrative Agent for the Lenders, of the Lenders, of the holders of Swap Agreement Obligations or for Banking Services Obligations, and of the Swingline Lender and the Issuing Bank (collectively, the “Secured Creditors”, with each being a “Secured Creditor”).

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Original Grantor and the Additional Grantor hereby agree as follows:

1. Joinder of Additional Grantor.

(a) Additional Grantor assumes all the obligations of a Grantor under the Trademark Security Agreement and agrees that such person or entity is a Grantor and bound as a Grantor under the terms of the Trademark Security Agreement, as if it had been an original signatory to such agreement.

(b) As security for the due and punctual payment and performance of the Obligations in full, whether at stated maturity, by required prepayment, declaration,

acceleration, demand or otherwise, the Additional Grantor hereby grants to and creates in favor of the Administrative Agent, for its benefit and the ratable benefit of the Secured Creditors, a continuing first priority Lien on and security interest in and to all of the following property (subject only to the superior priority of certain Permitted Encumbrances (as defined in the Credit Agreement)), whether now existing or hereafter acquired by the Grantor (collectively, the “Trademark Collateral”):

(i) all of the Additional Grantor’s 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, now existing or hereafter adopted or acquired, including, without limitation, those referred to in Schedule A 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 (collectively referred to as the “Trademarks”);

(ii) all goodwill of the business connected with the use of and symbolized by the Trademarks;

(iii) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (i) and, to the extent applicable, clause (ii); and

(iv) all proceeds of, and rights associated with, the foregoing rights described in clauses (i), (ii) and (iii), including any claim by the Additional Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world;

provided, that, the term “Trademark Collateral” shall not include any U.S. trademark or service mark application, to the extent the security interest granted hereunder would cause the invalidation of such trademark or service mark application, until such time as a statement to allege use (or the equivalent) in respect thereof has been filed with, and accepted by, the United States Patent and Trademark Office; provided, further, that the Trademark Collateral shall include any and all proceeds of the interests described in the foregoing clause to the extent that the assignment or encumbering of such proceeds would not cause such invalidation.

(c) Schedule I to the Trademark Security Agreement is hereby amended to add the information relating to Additional Grantor and its Trademark Collateral set out on Schedule A hereof.

(d) Additional Grantor hereby makes to the Secured Party the representations and warranties set forth in the Trademark Security Agreement applicable to Additional Grantor and the applicable Trademark Collateral and confirms that such representations and warranties are true and correct.

(e) In furtherance of its obligations under the Trademark Security Agreement, Additional Grantor agrees to deliver to the Secured Party such filings and other documentation as the Secured Party (or its successors or assigns) may require to evidence, protect and perfect the liens created by the Trademark Security Agreement, as modified hereby. Additional Grantor acknowledges the authorizations given to the Secured Party under the Security Agreement.

(f) Additional Grantor's address for notices under the Trademark Security Agreement shall be the address set forth on the signature page hereof or at such other address as Additional Grantor shall designate in a written notice to Secured Party.

2. No Release of the Original Grantor. Additional Grantor, the Original Grantor, and Secured Party acknowledge and agree that notwithstanding the execution of this Agreement, (a) the Original Grantor remains obligated under the terms of the Trademark Security Agreement and the Security Agreement, and (b) Secured Party has not released any existing Liens and security interests, which continue to secure payment and performance under the Loan Documents.

3. Modification of Loan Documents. The following provisions shall control and be deemed to amend all inconsistent provisions of the Loan Documents as necessary to give full force and effect to the following as of the Effective Date:

(a) Trademark Security Agreement. Any and all references in the Loan Documents to Grantor shall henceforth mean and include the Original Grantor and Additional Grantor.

(b) Loan Documents. Any and all references in the Loan Documents to the Loan Documents shall henceforth mean the Loan Documents as they have been assumed and modified hereby, and henceforth all references to "Loan Documents" in the Loan Documents shall include this Agreement and the other documents and instruments executed and delivered in conjunction with this Agreement.

4. Registration of Security Interest. This Agreement has been executed and delivered by the Additional 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, and in connection therewith, the Additional Grantor hereby authorizes the Administrative Agent to file this Agreement with all offices deemed necessary by the Administrative Agent (provided that in the case of any such filing outside the United States, the Administrative Agent shall provide Additional Grantor



notice of such filing). 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 its benefit and the ratable benefit of the Secured Creditors, under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

5. General. This Agreement shall be deemed to be part of, and a modification to, the Trademark Security Agreement and shall be governed by all the terms and provisions of the Trademark Security Agreement, with respect to the modifications intended to be made to such agreement, which terms are incorporated herein by reference, are ratified and confirmed and shall continue in full force and effect as valid and binding agreements of each such person or entity enforceable against such person or entity. The Original Grantor and Additional Grantor hereby waive notice of the Secured Party's acceptance of this Agreement. The Original Grantor and Additional Grantor will each deliver an executed original of this Agreement to the Secured Party. The parties hereto agree to sign any additional documents reasonably necessary to give effect to the terms of this Agreement, if requested by Secured Party.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

ORIGINAL GRANTOR:

NEW BELGIUM BREWING COMPANY, INC.,  
a Colorado corporation

By: Danielle McLarnon  
Name: Danielle McLarnon  
Title: CFO

ADDITIONAL GRANTOR:

RIPPLE BY THE BAY LLC,  
a Colorado limited liability company

By: Danielle McLarnon  
Name: Danielle McLarnon  
Title: CFO

Address:

RIPPLE BY THE BAY LLC  
c/o New Belgium Brewing Company, Inc.  
500 Linden Street  
Fort Collins, CO 80524  
Attn: Joseph J. Davis, COO/General Counsel  
Fax: (970) 221-0535

SECURED PARTY:

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

ORIGINAL GRANTOR:

NEW BELGIUM BREWING COMPANY, INC.,  
a Colorado corporation

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

ADDITIONAL GRANTOR:

RIPPLE BY THE BAY LLC,  
a Colorado limited liability company

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

Address:

RIPPLE BY THE BAY LLC  
c/o New Belgium Brewing Company, Inc.  
500 Linden Street  
Fort Collins, CO 80524  
Attn: Joseph J. Davis, COO/General Counsel  
Fax: (970) 221-0535

SECURED PARTY:

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By: Monica Knight  
Name: MONICA KNIGHT  
Title: VICE PRESIDENT

SCHEDULE A

List of U.S. Registered Trademarks (and Applications therefor)

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