

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM824853

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Next Glass, Inc.		07/12/2023	Corporation: DELAWARE
Untappd Inc.		07/12/2023	Corporation: DELAWARE
Hop Culture, LLC		07/12/2023	Limited Liability Company: PENNSYLVANIA
Digital Beer Holdings, LLC		07/12/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn		
Internal Address:	Floor L2 Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	6783942	YEAR IN BEER	
Registration Number:	6845875	NEXT GLASS	
Registration Number:	6506078	OZNR	
Registration Number:	6798506	UNTAPPD	
Registration Number:	6815586	UNTAPPD LIVE!	
Registration Number:	4664358	DRINK SOCIALLY	
Registration Number:	4664359	UNTAPPD	
Registration Number:	4519309	UNTAPPD	
Registration Number:	6077561	HOP CULTURE	
Registration Number:	5780150		
Registration Number:	5666568	JUICY BREWS	
Registration Number:	5738071	HOP CULTURE	
Registration Number:	5490646	THE HOP REVIEW	
Registration Number:	5206312	HOP CULTURE	

CH \$565.00 6783942

Property Type	Number	Word Mark
Registration Number:	4945527	RESPECT BEER
Registration Number:	4758216	EXTREME BEER FEST
Registration Number:	3649602	BEERADVOCATE
Registration Number:	3553841	BEERADVOCATE
Registration Number:	3866266	BEERADVOCATE
Serial Number:	97807316	BUILT FOR BREWERS, BY BREWERS
Serial Number:	97802632	BUILT BY BREWERS, FOR BREWERS
Serial Number:	97408316	THE WORLDWIDE LEADER IN BEV TECH

CORRESPONDENCE DATA

Fax Number:

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: 212-728-8000
Email: ipdept@willkie.com
Correspondent Name: Genevieve Dorment
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

NAME OF SUBMITTER:	Genevieve Dorment
SIGNATURE:	/Genevieve Dorment/
DATE SIGNED:	07/17/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 12, 2023, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of JPMorgan Chase Bank, N.A. (“JPM”), as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 12, 2023 (including all exhibits and schedules hereto, as the same may be amended, restated, amended and restated, extended, refinanced and/or otherwise modified from time to time, the “Credit Agreement”), by and among Next Glass, Inc., a Delaware corporation (the “Borrower”), Next Glass Parent LLC, a Delaware limited liability company (“Holdings”), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the Guaranty and Security Agreement, dated as of July 12, 2023 in favor of Agent (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (to the extent not constituting Excluded Collateral) (the “Trademark Collateral”):

(a) all of its United States Trademarks (other than Trademarks that are Excluded Collateral), including, without limitation, those registrations and applications referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing or otherwise with respect thereto, including,

without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guaranty and Security Agreement and any provision of this Trademark Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, as between the parties, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, subject to its reasonable business judgment, in connection with their Trademarks and IP Licenses subject to a security interest hereunder, consistent with Grantor's obligation and subject to the limitations otherwise set forth in the Guaranty and Security Agreement.

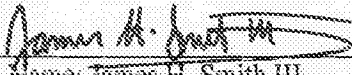
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

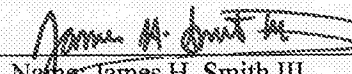
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

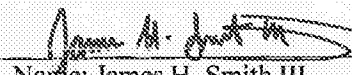
NEXT GLASS, INC.
as Grantor

By: 
Name: James H. Smith III
Title: Chief Executive Officer

HOP CULTURE, LLC
DIGITAL BEER HOLDINGS, LLC
as Grantors
By: NEXT GLASS, INC., their sole member

By: 
Name: James H. Smith III
Title: Chief Executive Officer

UNTAPPD INC.
as Grantor

By: 
Name: James H. Smith III
Title: Chief Executive Officer and
Secretary

ACCEPTED AND AGREED
as of the date first set forth above:

JPMORGAN CHASE BANK, N.A.,
as Agent

By: Lauren Shake
Name: Lauren Shake
Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Owner Name	Country	App. Date	App. No.	Reg. Date	Reg. Number
YEAR IN BEER	Next Glass, Inc.	United States	10/19/2021	97081634	7/5/2022	6783942
NEXT GLASS	Next Glass, Inc.	United States	8/23/2021	90897954	9/13/2022	6845875
OZNR	Next Glass, Inc.	United States	10/7/2020	90240994	10/5/2021	6506078
 UNTAPPD	Next Glass, Inc.	United States	9/3/2020	90158268	7/19/2022	6798506
UNTAPPD LIVE!	Next Glass, Inc.	United States	2/20/2020	88804035	8/9/2022	6815586
DRINK SOCIALLY	UNTAPPD INC.	United States	4/4/2013	85895854	12/30/2014	4664358
UNTAPPD	UNTAPPD INC.	United States	4/4/2013	85895855	12/30/2014	4664359
UNTAPPD	UNTAPPD INC.	United States	4/4/2013	85981369	4/22/2014	4519309
HOP CULTURE	HOP Culture, LLC	United States	11/5/2018	88182179	6/16/2020	6077561
	HOP Culture, LLC	United States	11/5/2018	88182388	6/18/2019	5780150
JUICY BREWS	HOP Culture, LLC	United States	6/14/2018	88001173	1/29/2019	5666568
HOP CULTURE	HOP Culture, LLC	United States	6/5/2018	87949756	4/30/2019	5738071
THE HOP REVIEW	HOP Culture, LLC	United States	10/18/2017	87650656	6/12/2018	5490646
HOP CULTURE	HOP Culture, LLC	United States	6/10/2016	87067151	5/16/2017	5206312

RESPECT BEER	Digital Beer Holdings, LLC	United States	8/13/2015	86724197	4/26/2016	4945527
EXTREME BEER FEST	Digital Beer Holdings, LLC	United States	4/2/2013	85892631	6/23/2015	4758216
Beeradvocate	Digital Beer Holdings, LLC	United States	5/14/2008	77473873	7/7/2009	3649602
Beeradvocate	Digital Beer Holdings, LLC	United States	5/14/2008	77473890	12/30/2008	3553841
Beeradvocate	Digital Beer Holdings, LLC	United States	5/14/2008	77473910	10/26/2010	3866266

2. TRADEMARK APPLICATIONS

Trademark	Owner Name	Country	App. Date	App. No.
BUILT FOR BREWERS, BY BREWERS	Next Glass, Inc.	United States	2/22/2023	97807316
BUILT BY BREWERS, FOR BREWERS	Next Glass, Inc.	United States	2/20/2023	97802632
THE WORLDWIDE LEADER IN BEV TECH	Next Glass, Inc.	United States	5/12/2022	97408316

3. IP LICENSES

None.