

10-20-1999



App. No. T-4191.24/T-4191.25



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TO: ATTN: Bo. 101179191
Assistant Commissioner of Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

10-12-1999

U.S. Patent & TMOrc/TM Mail Rcpt Dt. #01

Please record the attached original document(s) or copy(ies) thereof.

38. 10-12-99
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SUBMISSION TYPE:
New

CONVEYANCE TYPE:
Limited Release of Security Interest in
Intellectual Property (Champagne Velvet Brand
Trademarks) effective October 6, 1999

4 Total number of pages of attached conveyance
document including any attachments.

CONVEYING PARTY(IES):

Lehman Commercial Paper, Inc.
(Administrative Agent for Secured Parties)
3 World Financial Center
New York, New York 10285

RECEIVING PARTY(IES):

S&P Company
a California corporation
100 Shoreline, Building B, Suite 315
Mill Valley, California 94941

If document to be recorded is an assignment and the
receiving party is not domiciled in the United States, an
appointment of a domestic representative should be
attached. (Designation must be a separate document
from Assignment.) Yes No

ADDITIONAL NAME(S) OF CONVEYING PARTIES
ATTACHED?
 YES
 NO

ADDITIONAL NAME(S) OF RECEIVING PARTIES
ATTACHED?
 YES
 NO

DOMESTIC REPRESENTATIVE:

Name: (Not applicable)
Address:

CORRESPONDENT:

Name: William B. Nash
Address: Jackson Walker, LLP
112 E. Pecan, Suite 2100
San Antonio, TX 78205
Telephone: 210-978-7700

APPLICATION NUMBER(S) OR PATENT NUMBER(S):

A. Trademark Application No.(s):
App. No. ___ filed ___ for "___"

Additional numbers attached?
 Yes No

B. Trademark Registration No.(s):
Reg. No. 375,124 issued 2/6/1940 for
CHAMPAGNE VELVET BRAND (Stylized);
Reg. No. 371,249 issued 9/19/1939 for
CHAMPAGNE VELVET BRAND GOLD LABEL

Additional numbers attached?
 Yes No

10/20/1999 MTHAIL 00000054 375124

01 FC:481 40.00 GP
02 FC:462 25.00 UP

STATEMENT AND SIGNATURE:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

William B. Nash
WILLIAM B. NASH

10/12/99
DATE

TOTAL NUMBER OF PROPERTIES (APPLICATIONS AND REGISTRATIONS) INVOLVED: Two (2) (\$40.00 first/\$25.00 each add'l)

TOTAL FEE (37 CFR 3.41): \$65.00

Enclosed

Authorized to Charge Account No. 07-2400.

DEPOSIT ACCOUNT NUMBER 07-2400. (Attach duplicate copy of this form if paying by deposit account.)

CERTIFICATE OF MAILING

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being deposited on the date shown below with the United States Postal Service in an envelope addressed to the "Assistant Commissioner of Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513", as follows:

<u>37 CFR 1.8(a)</u>	<u>37 CFR 1.10</u>
<input type="checkbox"/> With sufficient postage as First Class Mail.	<input checked="" type="checkbox"/> As "Express Mail Post Office to Addressee", Mailing Label No. <u>E142321066-US</u>
Date: _____, 19__	Date: <u>10/12</u> , 19 <u>99</u>

Verisa J. Dark
Printed Name of Person Mailing Paper or Fee

Verisa J. Dark
Signature of Person Mailing Paper or Fee

X:\wb\ipabst\FederalM-4191.24\ASSIGN CVR

LIMITED RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY
(CHAMPAGNE VELVET BRAND TRADEMARKS)

THIS LIMITED RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (CHAMPAGNE VELVET BRAND TRADEMARKS) is made this 6th day of October 1999 by LEHMAN COMMERCIAL PAPER INC., as Administrative Agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) for itself and certain Secured Parties.

WHEREAS, reference is made to that certain Credit Agreement, dated as of April 30, 1999, (as modified through the date hereof, the "Credit Agreement"), among S&P Company, a California corporation ("Holdings"), Pabst Brewing Company, a Delaware corporation (the "Borrower"), the several banks and other financial institutions and entities party to the Credit Agreement (the "Lenders"), and Administrative Agent, and that certain Intellectual Property Security Agreement (United States) dated April 30, 1999 ("Intellectual Property Security Agreement"), filed in the U.S. Patent Trademark Office on or about May 1999, by and between Borrower, having its chief executive office and mailing address at 100 Shoreline, Building B, Suite 315, Mill Valley, California 94941, and Administrative Agent for the Secured Parties with its mailing address at 3 World Financial Center, New York, New York 10285;

WHEREAS, in connection with the Guarantee and Collateral Agreement referenced in the Intellectual Property Security Agreement, the Borrower has granted Administrative Agent a continuing security interest in certain Intellectual Property Collateral including, but not limited to, Trademarks and Patents (as defined in the Intellectual Property Security Agreement) (such property to be referred to herein as the "Secured Property");

WHEREAS, certain of the Secured Property relates to certain trademarks for use in the United States and its United States goodwill and which are specifically listed on Schedule 1 hereto (hereinafter the "CHAMPAGNE VELVET Trademarks"). Any Intellectual Property or Secured Property not expressly

listed on Schedule 1 hereto is expressly not included in CHAMPAGNE VELVET Trademarks or this Release including, but not limited to, any other Intellectual Property in the United States or throughout the world.

WHEREAS, in accordance with the terms of the Credit Agreement, Borrower is allowed to sell the CHAMPAGNE VELVET Trademarks, and the Borrower and Holdings have requested and the Administrative Agent has agreed to release its security interest and lien only on the CHAMPAGNE VELVET Trademarks; and

WHEREAS, the Administrative Agent represents that it has all necessary power and authority to make this Limited Release of Security Interest in Intellectual Property (CHAMPAGNE VELVET Brand Trademarks).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Administrative Agent hereby releases and terminates all right, title and interest that Administrative Agent received pursuant to the Intellectual Property Security Agreement, the Guarantee and Collateral Agreement, and/or to the Credit Agreement in and to the CHAMPAGNE VELVET Trademarks. Capitalized terms used herein shall have the meanings set forth in the Intellectual Property Security Agreement and the Credit Agreement. Administrative Agent agrees to execute such other documents and assurances as may be reasonably necessary to carry out the intent of this Release; any attorneys' fees or other costs reasonably incurred by Administrative Agent in executing such documents or assurances shall be paid by Borrower.

IN WITNESS WHEREOF, Administrative Agent has caused this Limited Release of Security Interests in Intellectual Property (CHAMPAGNE VELVET Brand Trademarks) to be duly executed by its duly authorized officer as of the day and year first above written.

LEHMAN COMMERCIAL PAPER INC., as
Administrative Agent

By: Michael E. O'Brien
Name: MICHAEL E. O'BRIEN
Title: AUTHORIZED SIGNATORY
Its: _____
Dated: _____

State of New York)
) ss.:
County of New York)

On this 6th day of October, 1999, before me personally appeared Michael E. O'Brien,
to me known, who, being by me duly sworn, did depose and say that he is Authorized Signatory
of Lehman Commercial Paper Inc. the New York corporation described in and which executed the
foregoing instrument with full authority and that he signed his name thereto pursuant to such authority.

James P. Sweeney, Jr.
Notary Public JAMES P. SWEENEY, JR.
Suff. City
02 SE 5033376
Exp. 7/19/2000

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SCHEDULE 1

U.S. Trademark Reg. No. 375,124 issued February 6, 1940 for CHAMPAGNE VELVET BRAND
(Stylized Letters)

U.S. Trademark Reg. No. 371,249 issued September 19, 1939 for CHAMPAGNE VELVET BRAND
GOLD LABEL