

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Morgan Guaranty Trust Company of New York

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Banking Organization

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: The Stroh Brewery Company
Internal Address: _____
Street Address: 100 River Place
City: Detroit State: MI Zip: 48207

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Arizona
 Other _____

If assignor is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Interest

Execution Date: 04/22/99

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,280,777
2,121,350

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Marta S. Levine
Internal Address: Quarles & Brady LLP

Street Address: 411 East Wisconsin Avenue

City: Milwaukee State: WI Zip: 53202

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41)..... \$ 65.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
17-0055

DO NOT USE THIS SPACE

9. Signature.
Cheryl M. Smukowski Cheryl Smukowski May 21, 2002
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 16

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

RELEASE AND TERMINATION OF SECURITY INTEREST

WHEREAS, pursuant to the provisions of a Credit Agreement dated as of July 1, 1996 and related agreements and documents, all as amended (hereinafter collectively, the "Credit Agreement") among, *inter alia*, THE STROH BREWERY COMPANY, an Arizona corporation, having its offices at 100 River Place, Detroit, Michigan 48207 (hereinafter "STROH"), the Lenders referred to therein, NBD BANK as Managing Agent, and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a banking organization with offices formerly at 23 Wall Street, New York, New York 10002, and subsequently at 60 Wall Street, New York, New York 10260, as Agent (hereinafter "MORGAN"), STROH granted to MORGAN, as Agent, a security interest in certain property to secure the payment and performance of the Secured Obligations (as defined in the Credit Agreement) of STROH to MORGAN as described in said Credit Agreement; and

WHEREAS, pursuant to the terms of a security agreement dated as of July 1, 1996 (the "Security Agreement") Stroh granted to Morgan, as collateral agent for the Secured Parties referred to therein, a continuing security interest in certain assets of Stroh (the "Secured Property"); and

WHEREAS, pursuant to the terms of:

(1) a Trademark Security Agreement (the "Trademark Security Agreement") dated as of July 1, 1996, recorded in the United States Patent and Trademark Office at Reel 1554, Frame 0136, and re-recorded at Reel 1643, Frame 0001, and at Reel 1744, Frame 0327 and Reel 1744, Frame 0294, both relative to licenses; and

(2) an Addendum No. 1 to the Trademark Security Agreement recorded

in the United States Patent and Trademark Office at Reel 1621, Frame 0829; and

(3) an Addendum No. 2 to the Trademark Security Agreement recorded

in the United States Patent and Trademark Office at Reel 1663, Frame 0473 and at Reel 1744, Frame 0204 relative to licenses; and

(4) an Addendum No. 3 to the Trademark Security Agreement recorded

in the United States Patent and Trademark Office at Reel 1767, Frame 0954, Reel 1758, Frame 0996, and Reel 1767, Frame 0949, all three relative to licenses; and

(5) an Addendum No. 4 to the Trademark Security Agreement filed for

recordation in the United States Patent and Trademark Office on March 3, 1999, but which has not yet received a Reel and Frame number, including for licenses (collectively the "Trademark Security Documents"). STROH confirmed the security interest under the Credit Agreement and the Security Agreement by granting a first priority perfected security interest to MORGAN on certain property, including but not limited to trademarks and trademark licenses, and all goodwill associated therewith, defined therein as the "Trademark Collateral"; and

WHEREAS, MORGAN acknowledges that it has not transferred, licensed, or otherwise encumbered the Secured Property or the Trademark Collateral; and

WHEREAS, STROH has fulfilled all of its Secured Obligations as described in the Credit Agreement, the Security Agreement, and the Trademark Security Documents and MORGAN intends by this document to release any and all interest in the Secured Property and the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt of which

is hereby acknowledged, MORGAN does hereby confirm that it cancels, releases, terminates and no longer claims a security interest in or to the Secured Property or the Trademark Collateral, or pursuant to the Credit Agreement or the Security Agreement or the Trademark Security Documents including but not limited to the trademarks and trademark licenses set forth on Schedule A annexed hereto and made a part hereof, and further hereby does sell, assign and transfer and set over unto Stroh, its successors, legal representatives, and assigns the entire right, title and interest in, to and under the Secured Property and the Trademark Collateral as may have been conveyed by the Credit Agreement, Security Agreement and/or Trademark Security Documents.

AND MORGAN DOES HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States to issue the same to Stroh, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

MORGAN warrants and represents to STROH that it has taken no action to encumber the Secured Property or the Trademark Collateral.

This Release and Termination of Security Interest shall be binding upon MORGAN, as Agent, and shall inure to the benefit of STROH, its successors and assigns.

IN WITNESS WHEREOF, MORGAN has caused these presents to be signed by its *Vice President* this 22 day of April, 1999.

**MORGAN GUARANTY TRUST COMPANY
OF NEW YORK, as Agent**

By *Richard A. Burke*
Name: **Richard A. Burke**
Title: **Vice President**

State of Delaware)
) ss.:
County of New Castle)

On this 22 day of April, 1999, before me personally appeared _____
Richard A. Burke, to me known, who, being by me duly sworn, did depose and
say that he resides at New York, and that he is
Vice President of Morgan Guaranty Trust Company of New York, the New York
banking organization described in and which executed the foregoing instrument with full
authority of the Board of Directors of said corporation, and that he signed his name thereto
pursuant to such authority.

Ray David Foster
Notary Public

EXCLUSIVE TRADEMARK LICENSES

| <u>Name of Agreement</u> | <u>Parties Licensor/Licensee</u> | <u>Date of Agreement</u> | <u>Subject Matter</u> |
|---|--|--------------------------|---|
| <u>As Licensee</u> License Agreement | Between Get a Gripp, II, Inc. and The Stroh Brewery Company | 10/01/94 | |
| License Agreement | Between Piel Bros. Ltd. and The Stroh Brewery Company | 1/13/88 | Regarding a worldwide license of the "Piel" and "Trommers" trademarks |
| Trademark License Agreement | Between ABC Liquors, Inc. and The Stroh Brewery Company | 5/25/95 | In connection with "Lost River" |
| License Agreement | Between The McKenzie River Corporation and McKenzie River Partners (of which The Stroh Brewery Company is a partner) | 5/10/93 | Licensing the "St. Idea" mark |
| Trademark License Agreement | Between Hogs Breath International and The Stroh Brewery Company | 8/11/95 | Regarding the use by Stroh of the "Hogs Breath" mark |
| Trademark License Agreement | Between Sloppy Joes International, Inc. and Company | 12/11/95 | Regarding the use by Stroh of the "Sloppy Joe's" mark |
| Advertising Agreement | Between Sony Signatures Inc., as agent for Comedy III Productions, Inc. and The Stroh Brewery Company | 10/27/95 | Licensing of Three Stooges Proprietary subject matter |

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|---|---|----------|---|
| License Agreement | Between Joseph Corniglia Winery, Inc. and Green Mountain Cidery (of which The Stroh Brewery Company is a partner) | 6/1/96 | For use of the marks "Woodchuck," "Hart's Bend," "Vermont Cider," and "Beverage and More" |
| License Agreement | Between Colt Breweries of America, B.V. and G. Heileman Brewing Company, Inc. | 12/16/94 | For "Colt" and "Colt 45" |
| <u>As Licensor</u> Trademark License Agreement | Between Rajasthan Breweries Limited and The Stroh Brewery Company | 7/22/94 | Regarding certain Stroh trademarks |

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REEL: 1

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License Agreement

Between Joseph Corniglia Winery, Inc. and Green Mountain Cidery (of which The Stroh Brewery Company is a partner)

6/1/96

For use of the marks "Woodchuck," "Hart's Band," "Vermont Cider," and "Beverage and More"

License Agreement

Between Colt Breweries of America, B.V. and G. Heileman Brewing Company, Inc.

12/16/94

For "Colt" and "Colt 45"

As Licensee
Trademark License Agreement

Between Rajathan Breweries Limited and The Stroh Brewery Company

7/22/94

Regarding certain Stroh trademarks

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RECORDED: 09/19/1996

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RECORDED: 06/09/1998

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MATERIAL TRADEMARKS
NEW APPLICATIONS
JULY 1, 1996 - MAY 1, 1997

| Mark | Country | Applicant | Status | S.N. | Date |
|---------------------------------------|---------|---------------------------|---------|------------|----------|
| Old Style | U.S. | The Stroh Brewery Company | Pending | 75/190,622 | 10/31/96 |
| Rainier | U.S. | The Stroh Brewery Company | Pending | 75/190,623 | 10/31/96 |
| Kingsbury | U.S. | The Stroh Brewery Company | Pending | 75/190,619 | 10/31/96 |
| Lone Star | U.S. | The Stroh Brewery Company | Pending | 75/177,598 | 10/7/96 |
| Mickey's | U.S. | The Stroh Brewery Company | Pending | 75/190,621 | 10/31/96 |
| Lone Star..The Official Beer of Roden | U.S. | The Stroh Brewery Company | Pending | 75/194,415 | 11/7/96 |

Schedule I

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REEL:

MATERIAL TRADEMARKS
 NEW APPLICATIONS
 MAY 1, 1997 - NOVEMBER 18, 1997

| Proposed Mark | Type of App. (Use Based/ITU) | Date of First Use | Date App. Filed and Serial No. |
|----------------------------------|---------------------------------|----------------------|-----------------------------------|
| City Club (word) | Use based | 4/21/97 | 6/9/97 S/N 75/305474 |
| City Club (label) | Use based | 4/21/97 | 6/9/97 S/N 75/304389 |
| Bull Max | ITU. | | 5/12/97 S/N 75/290227 |
| Tall Tex | ITU | | 5/27/97 S/N 75/298380 |
| More Taste. More Character | Use Based | | 5/1/97 S/N 75/284977 |
| Stroh's. Favorite Beer of Hockey | ITU | | 7/15/97 S/N 75/324909 |
| America's Best Tasting Beer | Use Based | 8/1/96 | 8/29/97 S/N 75/349063 |
| Join The Club (City Club) | ITU | | 9/4/97 S/N 75/351740 |
| Rainier-7 | Use Based | | 9/30/97 S/N 75/365893 |
| Race for Taste (Old Milwaukee) | ITU | | 10/29/97 S/N 75/381,226 |
| Old Milwaukee-17 | Use Based | 10/1/97 | 10/27/97 S/N 75/379474 |

Schedule 1

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REEL:

EXCLUSIVE TRADEMARK LICENSES

NEW LICENSES

MAY 1, 1997 - NOVEMBER 18, 1997

| Name of Agreement | Partners Licensee/Licensee | Date of Agreement | Subject Matter |
|-------------------|---|-------------------|---------------------|
| License Agreement | Between The Stroh Brewery Company and Rheingold Brewing Company LLC | 8/22/97 | RHEINGOLD Trademark |

Schedule 1

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REEL

SCHEDULE I

TRADEMARK AGREEMENTS

January 30, 1998 - May 31, 1998

| Name of Agreement | Parties | Date of Agreement | Marks |
|--------------------------------|---|--|--|
| Sales Representation Agreement | Among The Birch Brewery Company, The McKenzie River Corporation and McKenzie River Partners | 12/9/96, as amended effective 1/1/97 and 4/15/98 | <p>CROOKED I Reg. No. 2,101,775 Reg. Date 9/30/97</p> <p>ST. IDES PREMIUM MALT LIQUOR & DESIGN Reg. No. 1,514,774 Reg. Date 11/29/88</p> <p>ST. IDES & DESIGN Reg. No. 1,512,002 Reg. Date 11/8/88</p> <p>ST. IDES Reg. No. 1,539,490 Reg. Date 5/16/89</p> <p>ST. IDES GOLD S/N 75274,791 App. Date 4/15/97</p> |

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REEL:

RECORD OF SALES REPRESENTATION AGREEMENT
Among The Stroh Brewery Company ("Stroh"),
The McKenzie River Corporation and
McKenzie River Partners
(collectively "McKenzie")

On the 9th day of December, 1996 for legally sufficient consideration, McKenzie granted, with legally sufficient quality control, the exclusive right and license to use the trademarks set forth below in connection with beverage products.

| <u>Mark</u> | <u>Application/ Registration Number</u> | <u>Registration Date</u> |
|--|---|------------------------------|
| CROOKED I | 2,101,775 | 9/30/97 |
| ST. IDES PREMIUM MALT LIQUOR & DESIGN | 1,514,774 | 11/29/88 |
| ST. IDES & DESIGN | 1,512,002 | 11/8/88 |
| ST. IDES | 1,539,490 | 5/16/89 |
| ST. IDES GOLD | 75/274,791 | 4/15/97 |

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RECORDED: 06/26/1998

REEL:

SCHEDULE I
MATERIAL TRADEMARKS
NEW APPLICATIONS

JANUARY 30, 1998 - MAY 31, 1998

| Proposed Mark | Type of App. (Use Based/ITU) | Date of First Use | Date App. Filed and Serial No. |
|----------------------------|---------------------------------|----------------------|-----------------------------------|
| Old Mil-lennium | ITU | | 2/5/98 75/429,619 |
| Old Milwaukee LimeLight | ITU | | 2/5/98 75/429,620 |
| Henry Weinhard's-1 | Use Based | 12/76 | 2/11/98 75/432,678 |

RECORDED: 06/26/1998

REEL:

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NO. 478 P. 17/17

SCHEDULE 2

TRADEMARK AGREEMENTS

JUNE 1, 1999 - FEBRUARY 22, 1999

| Name of Agreement | Parties | Date of Agreement | Marks |
|-------------------|---|-------------------------|---|
| License Agreement | Between The Stroh Brewery Company as Licensor and Frederick Brewing Co. as Licensee | 7th day of January 1999 | National Premium-1 S/N 75/555,331 National Pale Dry Beer Premium & Design S/N 75/554,697 |