

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Falstaff Brewing Corporation		01/29/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Miller Brewing Company
Street Address:	3939 West Highland Boulevard
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53208
Entity Type:	CORPORATION: WISCONSIN

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2994051	BALLANTINE
Registration Number:	0602807	BALLANTINE
Registration Number:	1872725	
Registration Number:	1872726	
Registration Number:	0920310	
Registration Number:	1869863	FALSTAFF
Registration Number:	1887384	FALSTAFF LITE BEER
Registration Number:	1888765	INDIA PALE ALE BALLANTINE
Registration Number:	0332889	PURITY BODY FLAVOR
Registration Number:	0623234	PURITY BODY FLAVOR
Serial Number:	78604614	BALLANTINE INDIA PALE ALE

CORRESPONDENCE DATA

Fax Number: (414)978-8675

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$290.00 2994051

Phone: 414 277 5675
Email: msl@quarles.com
Correspondent Name: Marta S. Levine
Address Line 1: Quarles & Brady LLP
Address Line 2: 411 East Wisconsin Avenue
Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER:	Marta S. Levine
Signature:	/MartaLevine/
Date:	01/29/2007

Total Attachments: 7

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SHORT FORM TRADEMARK SECURITY AGREEMENT

THIS SHORT FORM TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of January 29, 2007, is among **FALSTAFF BREWING CORPORATION**, a Delaware corporation (the "Grantor"), in favor of **MILLER BREWING COMPANY**, a Wisconsin corporation, solely in its capacity as contract party under the Brewing Agreement (as hereinafter defined) (the "Brewer").

This Trademark Security Agreement and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Consent and Agreement dated as of January 29, 2007 (the "Subordinated Consent and Agreement"), by and among the Brewer, to and for the benefit of Miller Brewing Company in its capacity as the lender under the Subordinated Credit Agreement (as defined therein) and that certain Consent and Agreement dated as of January 29, 2007 (the "Senior Consent and Agreement" and together with the Subordinated Consent and Agreement, the "Consent Agreements" as such agreements may be amended, restated supplemented or otherwise modified from time to time), by and among the Brewer, to and for the benefit of LaSalle Bank National Association in its capacity as agent for the Senior Lenders pursuant to the Credit Agreement (as defined therein), and each assignee of this Trademark Security Agreement, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Consent Agreements.

WITNESSETH:

WHEREAS, Pabst Brewing Company, a Delaware corporation, Pearl Brewing, LLC, a Texas limited liability company, Falstaff Brewing Corporation, a Delaware corporation, General Brewing Company, LLC, a California limited liability company (collectively, the "Debtors" and individually each a "Debtor"), S&P Company, a California corporation ("Holdings"), and the Brewer have entered into that certain Brewing Agreement dated as of January 29, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Brewing Agreement"), pursuant to which the Brewer produces malt beverages for the Debtors subject to certain terms and conditions set forth in the Brewing Agreement:

WHEREAS, in connection with the Brewing Agreement, the Debtors and the Brewer entered into that certain Security Agreement dated as of January 29, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Brewer to enter into the Brewing Agreement, the Grantor hereby agrees with the Brewer as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated

maturity, by acceleration or otherwise) of the Liabilities, hereby mortgages and pledges to the Brewer and grants to the Brewer a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on **Schedule I** hereto;

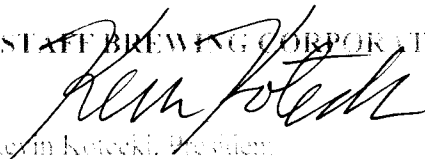
(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all rights to sue at law or in equity for any infringement or other impairment of the foregoing, including the right to receive all proceeds and damages thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Brewer as set forth and pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Brewer with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


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

BY THE SIGNATURE OF K. M., the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date here set forth.

EALSTAFF BREWING CORPORATION
By 
Kevin Kotecki, President

Acknowledged:

MILLER BREWING COMPANY, as
Brewer

By: 
Gavin D.K. Hattersley,
Senior Vice President-Finance

**SCHEDULE I
TO
SHORT FORM TRADEMARK SECURITY AGREEMENT**

A. REGISTERED TRADEMARKS

[Include Trademarks Registration Number and Date]

B. TRADEMARKS APPLICATIONS

Schedule 1

	A	B	C	D	E	F	G	H
	APP NO	FILED DATE	REG NO	REG DATE	TRADEMARK	COUNTRY	STATUS	OWNER
1	76/603,906	7/26/2004	2,994,051	9/13/2005	BALLANTINE (BLOCK LETTERS)	UNITED STATES	REGISTERED	Falstaff
2	71/645,767	4/23/1953	602,807	3/1/1955	BALLANTINE (STYLIZED)	UNITED STATES	REGISTERED	Falstaff
3	74/480,169	1/14/1994	1,872,725	1/10/1995	DESIGN (THREE INTERLOCKING RINGS)	UNITED STATES	REGISTERED	Falstaff
4	74/480,170	1/14/1994	1,872,726	1/10/1995	DESIGN (FALSTAFF SHEILD/CREST)	UNITED STATES	REGISTERED	Falstaff
5	72/333,547	7/25/1969	920,310	9/14/1971	DESIGN ONLY - (SAILING SHIP)	UNITED STATES	REGISTERED	Falstaff
6	74/467,934	12/9/1993	1,869,863	12/27/1994	FALSTAFF	UNITED STATES	REGISTERED	Falstaff
7	74/467,933	12/9/1993	1,887,384	4/4/1995	FALSTAFF LITE BEER (& DESIGN)	UNITED STATES	REGISTERED	Falstaff
8	74/480,172	1/14/1994	1,888,765	4/1/1995	INDIA PALE ALE BALLANTINE (& DESIGN)	UNITED STATES	REGISTERED	Falstaff
9	71/371,016	10/31/1935	332,889	3/3/1936	PURITY BODY FLAVOR (& DESIGN)	UNITED STATES	REGISTERED	Falstaff
10	71/685,637	4/18/1955	623,234	3/13/1956	PURITY BODY FLAVOR (& DESIGN)	UNITED STATES	REGISTERED	Falstaff
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MARK	APPNO	BASIS	REG. NO.	COUNTRY	STATUS	FILE	REG. DATE
ANDEKER	78/609,212	1B		UNITED STATES	PENDING	4 /14/2005	
BALLANTINE INDIA PALE ALE	78/604,614	1B		UNITED STATES	PENDING	06/27/2006	
BEER BUILT RIGHT	77/078,301	1B		UNITED STATES	PENDING	1/8/2007	
DESIGN ONLY (NATTY BOH logo)	78/844,559	1A; 1B		UNITED STATES	PENDING	3 /23/2006	
GOETZ PALE	78/822,136	1B		UNITED STATES	PENDING	2 /23/2006	
NATTY BOH	78/844,352	1B		UNITED STATES	PENDING	3 /23/2006	