

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
Pearl Brewing LLC		01/29/2007	LIMITED LIABILITY COMPANY: TEXAS

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: 28

Property Type	Number	Word Mark
Registration Number:	1542795	AMERICA'S PREMIUM MALT LIQUOR
Registration Number:	1550433	BREWED WITH PURE SPRING WATER FROM THE COUNTRY OF 1100 SPRINGS
Registration Number:	1550445	COUNTRY CLUB
Registration Number:	0115080	COUNTRY CLUB
Registration Number:	0663235	COUNTRY CLUB
Registration Number:	1875482	
Registration Number:	1557131	FROM THE COUNTRY OF 1100 SPRINGS
Registration Number:	1550443	GOETZ
Registration Number:	0643695	GOETZ
Registration Number:	1550444	GOETZ BEER
Registration Number:	1550435	GOETZ MALT BEVERAGE (SAY "GETZ")
Registration Number:	1553163	GOETZ PALE THE FAMOUS NEAR BEER NON ALCOHOLIC GOETZ ORIGINAL PALE REMAINS AMERICA'S PURE LIGHT

CH \$715.00 1542795

		BREW BORN IN "THE TWENTIES" TO SATISFY A NATION'S THIRST
Registration Number:	1550442	JAX
Registration Number:	1556005	NA
Registration Number:	1550437	PEARL
Registration Number:	0977847	PEARL FINE LAGER BEER BREWED WITH PURE SPRING WATER FROM THE COUNTRY OF 1100 SPRINGS XXX SINCE 1886
Registration Number:	1558336	PEARL LAGER BEER
Registration Number:	1550439	PEARL LIGHT LAGER BEER BREWED WITH PURE SPRING WATER FROM THE COUNTRY OF 1100 SPRINGS
Registration Number:	2535683	PEARL ORIGINAL TEXAS BREW
Registration Number:	1550440	PILSENER CLUB
Registration Number:	0315875	TEXAS PRIDE
Registration Number:	1548550	TEXAS PRIDE
Registration Number:	1550436	TEXAS PRIDE LITE
Registration Number:	1550441	XXX
Registration Number:	1553162	XXX COUNTRY CLUB MALT LIQUOR
Registration Number:	1550438	XXX SINCE 1886 PEARL FINE LAGER BEER BREWED WITH PURE SPRING WATER FROM THE COUNTRY OF 1100 SPRINGS
Registration Number:	1550434	1100 SPRINGS WATER
Serial Number:	78822136	GOETZ PALE

CORRESPONDENCE DATA

Fax Number: (414)978-8675
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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 **PEARL BREWING, LLC**, a Texas limited liability company (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.

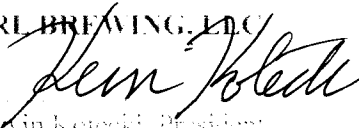
Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Brewer as set forth and pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and 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.

IN WITNESS WHEREOF, the 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.

PEARL BREWING, LLC


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	73/738,872	1,550,434	8/1/1989	1100 SPRINGS WATER	UNITED STATES	REGISTERED	Pearl
2	73/738,887	1,542,795	6/6/1989	AMERICA'S PREMIUM MALT LIQUOR	UNITED STATES	REGISTERED	Pearl
3	73/738,871	1,550,433	8/1/1989	BREWED WITH PURE SPRING WATER FRO	UNITED STATES	REGISTERED	Pearl
4	73/738,889	1,550,445	8/1/1989	COUNTRY CLUB	UNITED STATES	REGISTERED	Pearl
5	71/098,494	115,080	1/23/1917	COUNTRY CLUB & DESIGN	UNITED STATES	REGISTERED	Pearl
6	72/038,040	663,235	6/17/1958	COUNTRY CLUB & DESIGN	UNITED STATES	REGISTERED	Pearl
7	74/480,168	1,875,482	1/24/1995	DESIGN (TEAR DROP)	UNITED STATES	REGISTERED	Pearl
8	73/738,873	1,557,131	9/19/1989	FROM THE COUNTRY OF 1100 SPRINGS	UNITED STATES	REGISTERED	Pearl
9	73/738,886	1,550,443	8/1/1989	GOETZ	UNITED STATES	REGISTERED	Pearl
10	72/012,187	643,695	4/2/1957	GOETZ & DESIGN	UNITED STATES	REGISTERED	Pearl
11	73/738,888	1,550,444	8/1/1989	GOETZ BEER & DESIGN	UNITED STATES	REGISTERED	Pearl
12	73/738,874	1,550,435	8/1/1989	GOETZ MALT BEVERAGE (SAY "GETZ") & D	UNITED STATES	REGISTERED	Pearl
13	73/738,884	1,553,163	8/22/1989	GOETZ PALE THE FAMOUS NEAR BEER NO	UNITED STATES	REGISTERED	Pearl
14	73/738,885	1,550,442	8/1/1989	JAX	UNITED STATES	REGISTERED	Pearl
15	73/738,890	1,556,005	9/12/1989	NA & DESIGN	UNITED STATES	REGISTERED	Pearl
16	73/738,876	1,550,437	8/1/1989	PEARL	UNITED STATES	REGISTERED	Pearl
17	72/438,295	977,847	1/29/1974	PEARL FINE LAGER BEER BREWED WITH F	UNITED STATES	REGISTERED	Pearl
18	73/738,882	1,555,336	9/26/1989	PEARL LAGER BEER & DESIGN	UNITED STATES	REGISTERED	Pearl
19	73/738,878	1,550,439	8/1/1989	PEARL LIGHT LAGER BEER BREWED WITH	UNITED STATES	REGISTERED	Pearl
20	76/002,005	2,535,683	2/5/2002	PEARL ORIGINAL TEXAS BREW & DESIGN	UNITED STATES	REGISTERED	Pearl
21	73/738,879	1,550,440	8/1/1989	PILSENER CLUB	UNITED STATES	REGISTERED	Pearl
22	71/542,324	315,875	8/14/1934	TEXAS PRIDE	UNITED STATES	REGISTERED	Pearl
23	73/738,880	1,548,550	7/18/1989	TEXAS PRIDE LITE	UNITED STATES	REGISTERED	Pearl
24	73/738,875	1,550,436	8/1/1989	TEXAS PRIDE LITE	UNITED STATES	REGISTERED	Pearl
25	73/738,883	1,553,441	8/1/1989	XXX & DESIGN	UNITED STATES	REGISTERED	Pearl
26	73/738,869	1,553,162	8/22/1989	XXX COUNTRY CLUB MALT LIQUOR & DESI	UNITED STATES	REGISTERED	Pearl
27	73/738,877	1,550,438	8/1/1989	XXX SINCE 1886 PEARL FINE LAGER BEER	UNITED STATES	REGISTERED	Pearl

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	