

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
Pabst Brewing Company		08/31/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Agent
Street Address:	1901 Harrison Street, 17th Floor
City:	Oakland
State/Country:	CALIFORNIA
Postal Code:	94612
Entity Type:	National Bank: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	85432264	BLAST BY COLT 45
Serial Number:	85610176	KNICKERBOCKER
Serial Number:	85593120	
Serial Number:	85569678	PABST BLUE RIBBON BLOCK ISLAND BASS TOURNAMENT
Serial Number:	85569679	PABST BLUE RIBBON BLOCK ISLAND BASS TOURNAMENT
Serial Number:	85569682	PABST BLUE RIBBON BLOCK ISLAND BASS TOURNAMENT
Serial Number:	85596122	GLOBENET
Serial Number:	85596115	PABST BLUE RIBBON BLOCK ISLAND BASS TOURNAMENT
Serial Number:	85596121	PABST BLUE RIBBON BLOCK ISLAND BASS TOURNAMENT

CORRESPONDENCE DATA

Fax Number: 7044448847
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 704-343-2000
 Email: ksaltrick@mcguirewoods.com

OP \$240.00 85432264

Correspondent Name: McGuireWoods LLP
Address Line 1: 201 North Tryon Street
Address Line 2: Attention: Adam J. Greene, Esq.
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 4506050-0027 / KBS

NAME OF SUBMITTER: Adam J. Greene, McGuireWoods LLP

Signature: /Adam J. Greene/

Date: 09/04/2012

Total Attachments: 6

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**SUPPLEMENTAL
TRADEMARK SECURITY AGREEMENT**

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (the "Trademark Security Agreement"), dated as of August 31, 2012, made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Wells Fargo Bank, National Association ("Wells Fargo"), as Agent for the Secured Parties (as defined in the Credit Agreement referred to below).

RECITALS:

A. Pursuant to the Amended and Restated Credit Agreement, dated as of July 10, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Pabst Brewing Company, a Delaware corporation (the "Borrower"), the other Credit Parties, Wells Fargo, as Agent and the Lenders, the Secured Parties have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein.

B. Each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement dated as of August 31, 2011 in favor of Agent (as the same may be amended, restated, supplemented 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.

C. 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.

In consideration of the premises and to induce the Secured Parties to make their respective extensions of credit to the Borrower from time to time, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings set forth in the Credit Agreement or the Guaranty and Security Agreement, as applicable.

Section 2. Grant of Security Interest in Additional 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 additional Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 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, 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

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.


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 law 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.

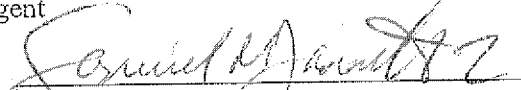
Very truly yours,

PABST BREWING COMPANY, as Grantor

By: 
Name: JAMES J. VIECELLI
Title: SVP & GENERAL COUNSEL

ACCEPTED AND AGREED
as of the date first above written:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Samuel M. Jannetta, Jr.
Title: Senior Vice President

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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT
Signature Page

TRADEMARK
REEL: 004854 FRAME: 0942

**SCHEDULE I
TO
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT**

New Trademark Applications/Registrations

Country	App. No.	App. Date	Trademark
United States	85/432264	09/26/2011	BLAST BY COLT 45
United States	85/610176	04/27/2012	KNICKERBOCKER
United States	85/593120	04/10/2012	Misc. Design (Man on Rearing Horse)
United States	85/569678	03/14/2012	PABST BLUE RIBBON BLOCK ISLAND BASS TOURNAMENT
United States	85/569679	03/14/2012	PABST BLUE RIBBON BLOCK ISLAND BASS TOURNAMENT
United States	85/569682	03/14/2012	PABST BLUE RIBBON BLOCK ISLAND BASS TOURNAMENT
United States	85/596122	04/10/2012	PABST BLUE RIBBON BLOCK ISLAND BASS TOURNAMENT & Design
United States	85/596115	04/12/2012	PABST BLUE RIBBON BLOCK ISLAND BASS TOURNAMENT & Design
United States	85/596121	04/12/2012	PABST BLUE RIBBON BLOCK ISLAND BASS TOURNAMENT & Design