

06-24-1998



100746694

Sheet

6/9/98

Commissioner of Patent  
thereof

and the attached original documents or copy

1. Name of conveying party(ies):

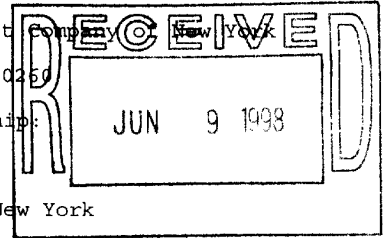
The Stroh Brewery Company  
100 River Place  
Detroit, Michigan 48207

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

2. Name and address of receiving party(ies):

Morgan Guaranty Trust Company, New York  
60 Wall Street  
New York, New York 10250

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation - State: New York  
(both companies)
- Other:



3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other: Recordation of Security Interest in the license agreement between The Stroh Brewery Company (Licensor) and Rheingold Brewing Company LLC (Licensee)

If assignee is not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No
- (Designations must be a separate document)
- Additional name(s) & address(es) attached?
- Yes
- No

Execution Date: July 1, 1996

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

632,824  
320,606

Additional numbers attached?

Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Michael D. Fishman  
Rader, Fishman & Grauer  
1533 North Woodward Avenue  
Suite 140  
Bloomfield Hills, Michigan 48304  
(248) 594-0600

6. Total number of applications and registrations involved: two (2)

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

Authorized to be charged to deposit account.

8. Deposit Account Number: 18-0013  
(Attach duplicate copy of this page if using deposit account)

DO NOT USE THIS SPACE

9. 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.

Michael D. Fishman  
Name

Signature

June 5, 1998  
Date

06/23/1998 SSMITH 00000213 180013 632824

Total number of pages comprising cover sheet 5

01 FC:481 40.00 CH  
02 FC:482 25.00 CH  
R0028436

TRADEMARK  
REEL: 1744 FRAME: 0204

## TRADEMARK SECURITY AGREEMENT

### ADDENDUM NO. 2


The following shall serve as an addendum to the Trademark Security Agreement dated as of July 1, 1996 by The Stroh Brewery Company, as Grantor and recorded in the United States Patent and Trademark Office at Reel 1554, Frame 0136 on 09/19/1996 and Trademark Security Agreement Addendum No. 1 recorded at Reel 1621, Frame 1829 on 8/18/97 (collectively, the "Trademark Security Agreement"). Defined terms used herein and not otherwise defined shall have the meanings given to them in the Trademark Security Agreement.

The marks listed on the attached Schedule I shall, effective as of July 1, 1996, be included as additional marks subject to the Trademark Security Agreement, and Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the said marks which shall be included in and collectively referred to as "Trademark Collateral", whether now owned or existing or hereafter acquired.

All other provisions of the Trademark Security Agreement shall remain unchanged.

IN WITNESS WHEREOF, Grantor has caused this Addendum No. 2 to Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 1st day of July, 1996.

THE STROH BREWERY COMPANY

  
By: George E. Kuehn  
Title: Executive Vice President

STATE OF MICHIGAN )  
 ) ss.:  
COUNTY OF WAYNE )

I, Aline M. Stokes, a Notary Public in and for said County, in the State Aforesaid, DO HEREBY CERTIFY, that George E. Kuehn, Executive Vice President of The Stroh Brewery Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Executive Vice President, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 18th day of November, 1997.

[Seal]

Aline M. Stokes  
Signature of notary public  
My commission expires 8-13-98

Aline M. Stokes  
Notary for Oakland County, MI  
"Acting in Wayne County, MI."  
My Commission Expires August 13, 1998

**EXCLUSIVE TRADEMARK LICENSES**

**NEW LICENSES**

**MAY 1, 1997 - NOVEMBER 18, 1997**

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