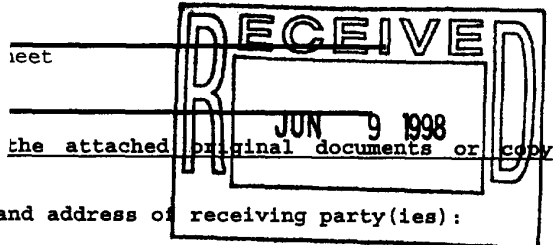


6/9/88

06-24-1998



100746672



Commissioner of Patents and
thereof

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 of New York
60 Wall Street
New York, New York 10260

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

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other: Recordation of Security Interest in the license agreement between Piel Bros. Ltd., (Licensor) and The Stroh Brewery Company (Licensee)

Execution Date: July 1, 1996

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,934,848	515,926
1,020,037	511,338

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: four (4)

7. Total fee (37 CFR 3.41).....\$115.00

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

Total number of pages comprising cover sheet 9

06/23/1998 SMITH 00000209 180013 1934848
 Sale Ref: 00000214 BAW: 180013 1934848
 01 FC:481 40.00 CH
 02 FC:482 75.00 CH

R0028439

TRADEMARK
REEL: 1744 FRAME: 0327

[EXECUTION COPY]

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, The Stroh Brewery Company, an Arizona corporation (herein referred to as "Grantor") owns, or in the case of licenses, is a party to, the Trademark Collateral (as defined below);

WHEREAS, The Stroh Brewery Company, the Lenders referred to therein, NBD Bank, as Managing Agent and Morgan Guaranty Trust Company of New York, as Agent, are parties to a Credit Agreement dated as of July 1, 1996 (as the same may be amended from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of July 1, 1996 (as such agreement may be amended from time to time, the "Security Agreement") among The Stroh Brewery Company, any Subsidiary Grantor which may become a party thereto pursuant to Section 4(O) thereof and Morgan Guaranty Trust Company of New York, as collateral agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of such Secured Parties a continuing security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark (as defined in the Security Agreement) owned by Grantor, including, without limitation, each Trademark registration and application referred to in

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Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement), including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, and all rights and benefits of Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or for injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any Enforcement Notice is in effect, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral 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.

UNCLASSIFIED

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of July 1, 1996.

The Stroh Brewery Company

BY: Ch. H. Fortwell
Title: Senior V.P., Finance and CFO

Acknowledged:

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,
as Collateral Agent

By: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of July 1, 1996.

The Stroh Brewery Company

By: _____
Title:

Acknowledged:

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,
as Collateral Agent

By: 
Title: Robert J. Henchey
Vice President

FROM IS/CLOSING/EXECUTION/...

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

I, Steven Maher, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Christopher T. Sartwell, ~~Jr. VP Finance~~ of The Stroh Brewery Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Jr. VP Finance, 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 7th day of July, 1996

[Seal]

Steven Maher
Signature of notary public
My Commission expires 10/15/96

STEVEN MAHER
NOTARY PUBLIC, State of New York
No. 31-4973136
Qualified in New York County
Certificate Filed in New York County
Commission Expires October 15, 1996

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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's" 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. Ides" 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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RECORDED: 09/19/1996

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RI

RECORDED: 06/09/1998

TRADEMARK
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