

MRD 6-26-98

07-27-1998



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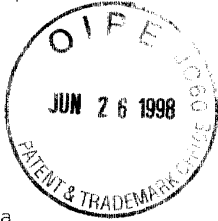
_____ ed original documents or copy

Commissioner of Patents and Trademark
thereof

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 from Assignment)

Additional name(s) & address(es) attached?
 Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other:

Execution Date: July 1, 1996

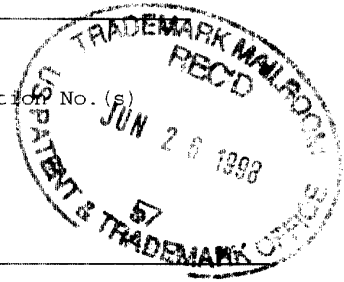
4. Application number(s) or registration number(s):

- A. Trademark Application No. (s)
- 75/429,619
- 75/429,620
- 75/432,678

Additional numbers attached?

- B. Trademark Registration No. (s)

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: THREE (3)

7. Total fee (37 CFR 3.41).....\$95.00
 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

07/24/1996 TTOM11 00000019 180013 7342619
01 FC:481 40.00 CH
02 FC:482 50.00 CH

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

6/22/98
Date

Total number of pages comprising cover sheet 5

TRADEMARK SECURITY AGREEMENT

ADDENDUM NO. 3

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, Trademark Security Agreement Addendum No. 1 recorded at Reel 1621, Frame 1829 on 8/18/97 and Trademark Security Agreement Addendum No. 2 recorded at Reel 1663, Frame 0473 on 12/1/97 (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. 3 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 1st day of June, 19 98.

[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 641"
My Commission Expires August 13, 1998

SCHEDULE I

**MATERIAL TRADEMARKS
NEW APPLICATIONS**

JANUARY 30, 1998 - MAY 31, 1998

Proposed Mark	Type of App. (Use Based/ITU)	Date of First Use	Date App. Filed and Serial No.
Old Mil-lenium	ITU		2/5/98 75/429,619
Old Milwaukee Limelight	ITU		2/5/98 75/429,620
Henry Weinhard's-1	Use Based	12/76	2/11/98 75/432,678