

01-25-1999



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1-19-99

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
1223 1998

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

01/20/1999 DCDATES 00000087 74453767

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
75.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 1842 FRAME: 0864

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

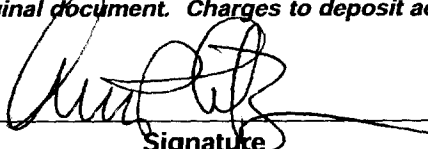
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

ARNOLD P. LUTZKER, ESQ.



1/19/99

Name of Person Signing

Signature

Date Signed

**ASSIGNMENT OF A SECURITY INTEREST IN
PATENTS, TRADEMARKS AND COPYRIGHTS**

THIS ASSIGNMENT OF A SECURITY INTEREST IN PATENTS, TRADEMARKS AND COPYRIGHTS (the Assignment of a Security Interest In Patents and Copyrights, together with all exhibits, schedules, extensions, renewals, amendments, substitutions and replacements hereto and hereof is hereinafter referred to as the "Assignment") is dated as of December 23, 1998, and is made by D.G. YUENGLING & SON, INC., a Pennsylvania corporation (the "Assignor"), in favor of PNC BANK, NATIONAL ASSOCIATION (the "Bank").

WITNESSETH:

WHEREAS, Yuengling Beer Co., Inc., a Pennsylvania corporation (the "First Borrower") has requested the Bank to make available to the First Borrower certain credit facilities to finance the cost of the equipment, use and operation of a brewing, bottling and packaging plant in Schuylkill County, Pennsylvania to be operated by the First Borrower;

WHEREAS, the First Borrower has requested that the Bank establish certain credit facilities for the benefit of the First Borrower to accommodate the payment of the cost of the equipment and the financing of the use and operation of such brewing and bottling plant, and in connection with such request the First Borrower and Bank have entered into that certain Credit Agreement dated as of December 23, 1998, (such credit agreement, as it may be amended, modified or supplemented from time to time, herein referred to as the "First Credit Agreement"), the terms of which are incorporated herein by reference, pursuant to which Bank has established for the First Borrower (i) a revolving credit commitment in the amount of TWENTY MILLION DOLLARS (\$20,000,000) for the purchase of equipment and other permitted uses together with a letter of credit sub-facility under such revolving credit commitment in the amount of FIVE MILLION DOLLARS (\$5,000,000) for the issuance of letters of credit to support performance and trade obligations of the First Borrower, (ii) a working cash line of credit commitment in the amount of FIVE MILLION DOLLARS (\$5,000,000) to fund working cash needs of the First Borrower, and (iii) a project letter of credit facility in the amount of THIRTEEN MILLION DOLLARS (\$13,000,000) to permit the refinance of certain equipment purchases originally financed with revolving credit advances; and

WHEREAS, to induce the Bank to make available to the First Borrower the revolving credit loans with a letter of credit sub-facility, the working cash line of credit commitment, and the project letter of credit facility, the Assignor has executed and delivered to the Bank that certain Guaranty and Suretyship Agreement dated as of December 23, 1998, and made by the Assignor in favor of the Bank (such guaranty agreement, as it may be amended, modified or supplemented from time to time, herein referred to as the "First Guaranty"), the terms of which are incorporated herein by reference; and

WHEREAS, D.G.Y. Real Estate Limited Partnership, a Pennsylvania limited partnership (the "Second Borrower"; and the First Borrower and the Second Borrower herein referred to collectively as the "Borrowers", and the term "Borrower" shall mean any of the Borrowers) has requested the Bank to make available to the Second Borrower certain credit facilities to finance the cost of the acquisition of a parcel of real estate in Schuylkill County, Pennsylvania and the construction of a brewing, bottling and packaging plant at such site;

WHEREAS, the Second Borrower has requested that the Bank establish certain credit facilities for the benefit of the Second Borrower to accommodate the payment of the cost of the acquisition of a parcel of real estate in Schuylkill County, Pennsylvania and the construction of a brewing, bottling and packaging plant at such site, and in connection with such request the Second Borrower and Bank have entered into that certain Credit Agreement dated as of December 23, 1998, (such credit agreement, as it may be amended, modified or supplemented from time to time, herein referred to as the "Second Credit Agreement"; and the First Credit Agreement and the Second Credit Agreement herein referred to collectively as the "Credit Agreements", and the term "Credit Agreement" shall mean any of the Credit Agreements), the terms of which are incorporated herein by reference, pursuant to which Bank has established for the Second Borrower (i) a construction loan commitment in the amount of TWELVE MILLION DOLLARS (\$12,000,000) for the payment of the cost of the acquisition of a parcel of real estate in Schuylkill County, Pennsylvania and the construction of a brewing, bottling and packaging plant at such site, and (ii) a project letter of credit facility in the amount of TWELVE MILLION DOLLARS (\$12,000,000) to permit the refinancing of the outstanding indebtedness of the Second Borrower to the Bank under such construction loan; and

WHEREAS, to induce the Bank to make available to the Second Borrower the construction loan and the project letter of credit facility, the Assignor has executed and delivered to the Bank that certain Guaranty and Suretyship Agreement dated as of December 23, 1998, and made by the Assignor in favor of the Bank (such guaranty agreement, as it may be amended, modified or supplemented from time to time, herein referred to as the "Second Guaranty"; and the First Guaranty and the Second Guaranty herein referred to collectively as the "Guaranties", and the term " Guaranty" shall mean any of the Guaranties), the terms of which are incorporated herein by reference; and

WHEREAS, the Assignor has agreed to grant, bargain, sell, convey, assign, mortgage, pledge and otherwise transfer to Bank, and to grant to Bank a lien and security interest in, all of the intellectual property rights and interests of the Assignor, whether now owned or hereafter acquired, whether legal or equitable interests, to secure the payment and performance of Guaranties (the foregoing indebtedness, obligations, liabilities and duties of the Assignor to the Bank described in the Guaranties are herein referred to collectively the "Secured Obligations"); and

WHEREAS, as a condition of and a material inducement to the establishment of, and maintenance of, the credit accommodations for the First Borrower and the Second Borrower under the Credit Agreements, the Bank requires that the Assignor execute and deliver to the Bank this Assignment.

NOW, THEREFORE, in consideration of the premises (each of which is incorporated herein by reference) and the mutual promises contained herein and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, and with the intent to be legally bound hereby, and for the purpose of securing the payment and performance of the Secured Obligations, whether heretofore, now or hereafter owing, arising, due or payable from the Assignor to the Bank, the Assignor and the Bank hereby covenant and agree as follows:

1. **Defined Terms.** All capitalized terms used herein as defined terms which are not defined herein but which are defined in the Credit Agreements shall have the meanings given them in the Credit Agreements.

2. **Assignment of a Security Interest in Patents, Trademarks, Trade Names and Copyrights.** To secure the complete and timely satisfaction of all of the Secured Obligations, whether heretofore, now or hereafter owing, arising, due or payable from the Assignor to the Bank, the Assignor hereby grants, bargains, assigns, mortgages, pledges, sells and creates a security interest in, transfers, and conveys to the Bank, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law or by the specific license agreements, all of the Assignor's right, title and interest in and to all of its now existing and hereafter created or acquired:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule 1 attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof (b) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d) of this subsection 2(i), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents");

(ii) trademarks, trademark registrations, trademark applications, tradenames and tradestyles, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, tradenames, service marks and applications and registrations thereof listed on Schedule 1 attached hereto and hereby made a part hereof, and (a) renewals or extensions thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, tradenames and tradestyles, service marks and applications and registrations thereof, together with the items described in clauses (a) through (d) of this subsection 2(ii), are sometimes hereinafter referred individually as a "Trademark", and, collectively, as the "Trademarks");

(iii) copyrights and copyright applications, including, without limitation, the copyrights and copyright applications listed on Schedule 1 attached hereto and hereby made a part hereof, and (a) renewals or extensions thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights and applications and registrations thereof, together with the items described in clauses (a) through (d) of this subsection 3 (iii), are sometimes hereinafter referred individually as a "Copyright" and, collectively, as the "Copyrights");

(iv) all license agreements with respect to any of the Patents, Trademarks, Copyrights or any other patent, trademark, copyright, service mark or any application or registration thereof or any other tradename or tradestyle between the Assignor and any other party, whether the Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule 1 attached hereto and hereby made a part hereof (all of the foregoing license agreements and the Assignor's rights thereunder are referred to collectively as the "Licenses"); and

(v) the goodwill of the Assignor's businesses connected with and symbolized by the Patents, Trademarks, Copyrights and Licenses. The Patents, Trademarks, Copyrights and Licenses, together with any related goodwill, are hereinafter referred to individually and collectively as the "Intellectual Property".

3. Representations and Warranties. The Assignor represents and warrants to the Bank that:

(i) None of the Intellectual Property has been adjudged invalid or unenforceable or has been cancelled, in whole or in part, and all Intellectual Property is presently subsisting;

(ii) All of the Intellectual Property is valid and enforceable;

(iii) The Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Intellectual Property, free and clear of any Encumbrances, including without limitation licenses, shop rights and covenants by the Assignor not to sue third persons;

(iv) The Assignor has adopted, used and is currently using all of the Trademarks;

(v) The Assignor has no notice of any suits or actions commenced or threatened with reference to the Intellectual Property, except for those shown on Schedule 3(v) attached hereto; and

(vi) The Assignor has the right to execute and deliver this Assignment and perform its terms.

4. **Restrictions on Future Agreements.** The Assignor agrees that until the Secured Obligations shall have been satisfied in full and the Guaranties shall have been terminated, the Assignor shall not sell or assign its interest in, or grant any license under, any of the Intellectual Property, or enter into any other agreement with respect to any of the Intellectual Property, which is inconsistent with the Assignor's obligations under this Assignment, without the prior written consent of the Bank and the Assignor further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to the Bank under this Assignment.

5. **New Intellectual Property.** The Assignor represents and warrants that the Intellectual Property listed on Schedule 1 constitutes all of the Intellectual Property now owned by the Assignor. If, before the Secured Obligations shall have been satisfied in full or before the Guaranties have been terminated, the Assignor shall (i) become aware of any existing Intellectual Property which the Assignor has not previously informed the Bank, (ii) obtain rights to any new patentable inventions or Intellectual Property or (iii) become entitled to the benefit of any Intellectual Property or any improvement on any Patent, the provisions of this Assignment above shall automatically apply thereto and the Assignor shall give to the Bank prompt written notice thereof. The Assignor hereby authorizes the Bank to modify this Assignment by amending Schedule 1 to include any such Intellectual Property.

6. **Royalties; Terms.** The term of the assignment and security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective items of Intellectual Property assigned hereunder, and (ii) the Secured Obligations have been paid in full and the Bank's commitments under the various credit facilities under the Credit Agreement have been terminated. Upon the occurrence of an "event of default" under either of the Guaranties, the Assignor agrees that the use by the Bank of all Intellectual Property shall be worldwide and without any liability for royalties or other related charges from the Bank to the Assignor.

7. **Transfer of Title to Bank and Grant of License to the Assignor.** Upon the occurrence of an "event of default" under either of the Guaranties, Bank shall, upon providing appropriate notice to the U.S. Patent and Trademark Office, become owner of record of the United States Trademark Registrations and Applications shown in Schedule 1 attached hereto. In such event, the Assignor agrees to execute such other documents as are necessary to effect or complete the transfer of title of such registrations and applications to Bank. If such an "event of default" under either of the Guaranties shall have occurred, the Bank hereby grants to the Assignor the exclusive non-transferable right and license to use the Intellectual Property in the ordinary course of its businesses, to exercise the Bank's rights under the Intellectual Property, and to make, have made, use and sell the inventions disclosed and claimed in the Patents for the Assignor's own benefit and account and for none other. The Assignor shall use the Trademarks only on goods of at least as high quality as the goods on which the Assignor or its predecessors used the goods prior to the date hereof. The Assignor agrees not to sell or assign its interests in, or grant any sublicense under, the license granted to the Assignor in this Section 7, without the prior written consent of the Bank. The grant of the exclusive non-transferable rights and license granted by the Bank to the Assignor pursuant to the third sentence of this paragraph 7 may be

terminated by the Bank upon ten (10) days prior written notice to the Assignor in conjunction with the Bank's transfer, sale assignment or other disposition of the Intellectual Property in the exercise of its rights as a creditor of the Assignor.

8. Bank's Right to Inspect. In the event of an assignment, the Bank shall have the right, at any time and from time to time during normal business hours and prior to payment in full of the Secured Obligations and termination of the credit commitments under the Credit Agreements, to inspect the Assignor's premises and to examine the Assignor's books, records and operations, including, without limitation, the Assignor's quality control processes. The Assignor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof and (ii) to provide the Bank, upon the Bank's request from time to time, with a certificate of an Authorized Officer certifying the Assignor's compliance with the foregoing. Upon the occurrence of and during the continuance of an "event of default" under either of the Guaranties, the Assignor agrees that the Bank, or a conservator appointed by the Bank, shall have the right to establish such additional product quality controls as the Bank, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by the Assignor under the Trademarks.

9. Termination of Assignment. Upon payment in full of the Secured Obligations and termination of the Bank's commitments to provide to both of the Borrowers various credit accommodations as set forth in the Credit Agreements, the Bank shall promptly execute and deliver to the Assignor all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to re-vest in the Assignor full title to the Intellectual Property, subject to any disposition thereof which may have been made by the Bank pursuant hereto.

10. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by the Assignor. All reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses, incurred by the Bank in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Encumbrances or otherwise in protecting, maintaining or preserving the Intellectual Property, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property, shall be part of the Secured Obligations, shall be borne by and paid by the Assignor on demand by the Bank and until so paid shall bear interest at the highest applicable rate as provided in the Credit Agreements.

11. Duties of the Assignor. The Assignor shall have the duty (i) to prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or thereafter, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, as appropriate, and to the extent commercially reasonable, (iii) to preserve and maintain all rights in the Intellectual Property and (iv) to ensure that the Intellectual Property is and remains enforceable. Any expenses incurred in connection with the Assignor's obligations under this Section 11 shall be borne by the Assignor. The Assignor shall not abandon any right

to file a Patent, Trademark or Copyright or service mark application, or abandon any pending patent application, or any other item of Intellectual Property if such abandonment constitutes a material adverse change with respect to the businesses, properties or operations of the Assignor without the consent of the Bank.

12. Bank's Right to Sue. After the occurrence of, and during the continuance of, an "event of default" under either of the Guaranties, the Bank shall have the right as appropriate, and to the extent commercially reasonable, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property, and, if the Bank shall commence any such suit, the Assignor shall, at the request of the Bank, do any and all lawful acts and execute any and all proper documents required by the Bank in aid of such enforcement and the Assignor shall promptly, upon demand, reimburse and indemnify the Bank for all reasonable costs and expenses incurred by the Bank in the exercise of its rights under this Section 12, which amounts shall be part of the Secured Obligations.

13. Power of Attorney; Effect on Financing Agreement. Upon the occurrence of and during the continuance of an "event of default" under either of the Guaranties, the Assignor hereby authorizes the Bank to make, constitute and appoint any officer or agent of the Bank as the Bank may select, in its sole discretion, as the Assignor's true and lawful attorney-in-fact, with power to (i) endorse the Assignor's name on all applications, documents, papers and instruments necessary or desirable for the Bank in the use of the Intellectual Property, or (ii) take any other actions with respect to the Patents, Trademarks and Licenses as the Bank deems to be in the best interest of the Bank, or (iii) grant or issue any exclusive or non-exclusive license under the Intellectual Property to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property to anyone. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Secured Obligations shall have been paid in full and the various commitments the Bank sets forth in the Credit Agreements have been terminated. The Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of the Bank under the Guaranties but rather is intended to facilitate the exercise of such rights and remedies. The Bank shall have, in addition to all other rights and remedies given them by the terms of this Assignment and the Guaranties, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks or Licenses may be located.

14. Further Assurances. The Assignor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as the Bank shall reasonably request from time to time in order to carry out the purpose of this Assignment and the agreements set forth herein.

15. Bank's Ability to Deal with Security. The Bank may have or in the future may hold other security and/or guaranties to secure all or any part of the Secured Obligations, but it is specifically understood and agreed by the Assignor that neither the execution and delivery of this Assignment nor the holding of any other security and/or guaranty shall at any time or in any respect, operate to prevent or hinder the Bank from resorting first to such other security and/or

guaranty or first to the Intellectual Property or first from time to time to some or all of them. In addition, the Bank may from time to time as it sees fit, in its sole and absolute discretion, resort to all or any part of the Intellectual Property, without resorting to all or any other security and/or guaranty securing such Secured Obligations, or to all or any part of any other security and/or guaranty securing the Secured Obligations without resorting to all or any part of the Intellectual Property, and such action on the Bank's part shall not in any respect be considered as a waiver of any of the benefits or rights of the Bank relating to the Intellectual Property or such other security and/or guaranties.

16. Amendments and Waivers. The Bank and the Assignor may from time to time enter into amendments, extensions, supplements and replacements to and of this Assignment, and the Bank may from time to time waive compliance with a provision hereof. No amendment, extension, supplement, replacement or waiver shall be effective unless it is in writing and is signed by the Bank and the Assignor. All waivers shall be effective only for the specific instance and for the specific purpose for which it is given.

17. Exercise of Remedies; Remedies Cumulative. No delay on the part of the Bank or failure of the Bank to exercise any power, right or remedy under this Assignment and any other Loan Document shall operate as a waiver hereof, nor shall any single or partial exercise of any power, right or remedy or any abandonment or discontinuance of steps to enforce such right, power or remedy preclude other or further exercises thereof, or the exercise of any other power, right or remedy. The rights and remedies in this Assignment are cumulative and not exclusive of any rights or remedies (including, without limitation, the right of specific performance) which the Bank would otherwise have.

18. Taxes. The Assignor shall pay any and all stamp, document, transfer or recording taxes, filing fees and similar impositions payable or hereafter determined by the Bank to be payable in connection with this Assignment, the Guaranties and any other documents, instruments and transactions pursuant to or in connection with the Guaranties. The Assignor agrees to save the Bank harmless from and against any and all present and future claims or liabilities with respect to, or resulting from, any delay in paying or failure to pay any such taxes or similar impositions. The obligations of the Assignor pursuant to this Section 18 shall be part of the Secured Obligations and shall survive the termination of this Assignment and the repayment of the Secured Obligations.

19. Notices. Except as otherwise provided herein, any notice or other communication required hereunder shall be in writing, and shall be served, given or delivered by (i) registered or certified mail, return receipt requested, with proper postage prepaid, (ii) hand delivery or (iii) overnight express mail courier, with receipt acknowledged, and addressed to the party to be notified at the address set forth below or to such other address as each party may designate for itself in writing by like notice:

(a) If to Bank, at

PNC Bank, National Association
Corporate Banking
11 West Market Street, Third Floor
Wilkes Barre, Pennsylvania 18701
Attention: Gary Williams
Vice President

(b) If to Assignor, at

D. G. Yuengling & Son, Inc.
Fifth and Mahantongo Streets
Pottsville, Pennsylvania 17901
Attention: Mr. Richard Yuengling,
President

Such notice or other communication shall be deemed to have been duly given or served on the date on which delivered. For purposes of this Assignment any telecopier notice received by a party is deemed written notice from the sending party.

20. Successors and Assigns. This Assignment shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of the Bank and its successors and assigns; provided, however, that the Assignor shall not assign its rights or duties hereunder or under any of the Guaranties without the prior written consent of the Bank.

21. Severability. Any provision of this Assignment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

22. Survival. All representations, warranties, covenants and agreements of the Assignor contained herein or in the Guaranties or made in writing in connection herewith shall survive the execution and delivery of the Guaranties and shall continue in full force and effect so long as the Guaranties shall remain in effect until payment in full of the Secured Obligation is made.

23. GOVERNING LAW. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICT OF LAWS, EXCEPTING APPLICABLE FEDERAL LAW AND EXCEPT ONLY TO THE EXTENT PRECLUDED BY THE MANDATORY APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

24. **FORUM.** THE PARTIES HERETO AGREE THAT ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT MAY BE COMMENCED IN THE COURT OF COMMON PLEAS OF LUZERNE COUNTY, PENNSYLVANIA OR IN THE DISTRICT COURT OF THE UNITED STATES FOR THE MIDDLE DISTRICT OF PENNSYLVANIA AND THE PARTIES HERETO AGREE TO THE FULLEST EXTENT PERMITTED BY LAW THAT A SUMMONS AND COMPLAINT COMMENCING AN ACTION OR PROCEEDING IN EITHER OF SUCH COURTS SHALL BE PROPERLY SERVED AND SHALL CONFER PERSONAL JURISDICTION IF SERVED PERSONALLY OR BY CERTIFIED MAIL TO THE PARTIES AT THEIR ADDRESSES AS DESCRIBED IN SECTION 19, OR AS OTHERWISE PROVIDED UNDER THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA. FURTHER, THE ASSIGNOR HEREBY SPECIFICALLY CONSENTS TO THE PERSONAL JURISDICTION OF THE COURT OF COMMON PLEAS OF LUZERNE COUNTY, PENNSYLVANIA AND THE DISTRICT COURT OF THE UNITED STATES FOR THE MIDDLE DISTRICT OF PENNSYLVANIA AND WAIVES AND HEREBY ACKNOWLEDGES THAT IT IS ESTOPPED FROM RAISING ANY OBJECTION BASED ON FORUM NON CONVENIENS WITH RESPECT TO SUCH COURT, ANY CLAIM THAT EITHER SUCH COURT LACKS PROPER VENUE OR ANY CLAIM THAT EITHER SUCH COURT LACKS PERSONAL JURISDICTION OVER THE ASSIGNOR SO AS TO PROHIBIT EITHER SUCH COURT FROM ADJUDICATING ANY ISSUES RAISED IN A COMPLAINT FILED WITH EITHER SUCH COURT AGAINST THE ASSIGNOR BY THE BANK CONCERNING THIS ASSIGNMENT OR PAYMENT TO THE BANK. THE ASSIGNOR HEREBY ACKNOWLEDGES AND AGREES THAT THE CHOICE OF FORUM CONTAINED IN THIS SECTION 24 SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT OF ANY JUDGMENT OBTAINED IN SUCH FORUM OR THE TAKING OF ANY ACTION UNDER THE OTHER CREDIT DOCUMENTS TO ENFORCE THE SAME IN ANY APPROPRIATE JURISDICTION.

25. **Integration.** This Assignment is the entire agreement between the parties relating to this security transaction and it supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to the transactions provided for herein.

26. **Headings.** Section headings used in this Assignment are intended for convenience only and shall not affect the meaning or construction of this Assignment.

27. **Counterparts.** This Assignment and any amendment hereto may be executed in several counterparts and by each party on a separate counterpart, each of which, when so executed and delivered, shall be an original, but all of which together shall constitute but one and the same instrument. In proving this Assignment or any amendment hereto, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

28. **WAIVER OF JURY TRIAL.** IN ORDER TO EXPEDITE THE RESOLUTION OF ANY DISPUTES WHICH MAY ARISE UNDER THIS

ASSIGNMENT, AND IN LIGHT OF THE COMPLEXITY OF THE TRANSACTIONS CONTEMPLATED UNDER THIS ASSIGNMENT, THE PARTIES HERETO WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND OR NATURE IN ANY COURT TO WHICH THEY MAY BOTH BE PARTIES, WHETHER ARISING OUT OF, UNDER, OR BY REASON OF THIS ASSIGNMENT OR ANY OTHER CREDIT DOCUMENT. BOTH PARTIES ACKNOWLEDGE THAT SUCH WAIVER HAS BEEN SPECIFICALLY NEGOTIATED AS PART OF THIS ASSIGNMENT.

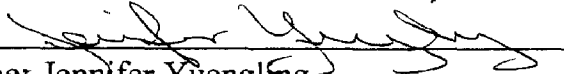
[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

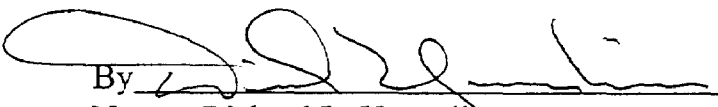
IN WITNESS WHEREOF, the Assignor, with the intent to be legally bound hereby, has caused this Assignment of Patents, Trademarks and Copyrights in favor of the Bank to be duly executed by its duly authorized officers as of the date first written above.

ATTEST:

[SEAL]

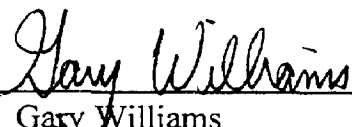
D.G. YUENGLING & SON, INC.,
a Pennsylvania corporation

By 
Name: Jennifer Yuengling
Title: Secretary

By 
Name: Richard L. Yuengling, Jr.
Title: President

Accepted this 23rd day of December,
1998.

PNC BANK, NATIONAL ASSOCIATION

By 
Name: Gary Williams
Title: Vice President

BF 96519.10

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF Schuylkill)

I, a notary public of said County, do hereby certify that GARY WILLIAMS, whose name is signed to the within Landlord's Waiver, Consent, Attornment and Non-Disturbance Agreement as a Vice President of PNC BANK, NATIONAL ASSOCIATION a national banking association, has this day acknowledged the same before me to be the act and deed of said bank.

Given under my hand and official seal this 23rd day of Dec, 1998.

Joseph S. Simsky
Notary Public



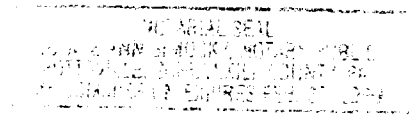
My Commission Expires: 2-27-99

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF Schuylkill)

I, a notary public of said County, do hereby certify that _____, whose name is signed to the within Landlord's Waiver, Consent, Attornment and Non-Disturbance Agreement as the _____ of THE GREATER POTTSVILLE AREA SEWER AUTHORITY, a Pennsylvania corporation, has this day acknowledged the same before me to be the act and deed of said corporation.

Given under my hand and official seal this 23rd day of Dec, 1998.

Joseph S. Simsky
Notary Public



My Commission Expires: 2-27-99

BF 96410.6; 12/16/98
000011 - 019582

SCHEDULE I

Trademarks

<u>Trademark</u>	<u>Trademark Number</u>	<u>Issue Date</u>
Yuengling	Reg. No. 1, 878, 615	February 14, 1995
Eagle with Keg of Beer Symbol	Reg. No. 1, 877, 597	February 7, 1995
James River Steam Brewery	Reg. No. 2, 059, 723	May 7, 1997
America's Oldest Brewery	Pending Application Serial Number 74/453, 767	Pending

Int. Cls.: 16, 21, 25, 28 and 32

Prior U.S. Cls.: 2, 22, 30, 33, 38, 39, 46 and 50

United States Patent and Trademark Office

Reg. No. 1,878,615

Registered Feb. 14, 1995

**TRADEMARK
PRINCIPAL REGISTER**

YUENGLING

**D.G. YUENGLING & SON, INC. (PENNSYLVANIA CORPORATION)
5TH AND MAHANTONGO STREETS
POTTSVILLE, PA 17901**

FOR: POSTERS, POSTCARDS, AND PLAYING CARDS, IN CLASS 16 (U.S. CLS. 22 AND 38).

FIRST USE 12-31-1970; IN COMMERCE 12-31-1975.

FOR: STEINS, MUGS, COASTERS, CUPS, INSULATED COOLERS, PLASTIC CUPS, PLASTIC PITCHERS, PLASTIC DRINK BOTTLES, AND BEVERAGE GLASSWARE, IN CLASS 21 (U.S. CLS. 2, 30, 33 AND 50).

FIRST USE 12-31-1973; IN COMMERCE 12-31-1975.

FOR: CLOTHING, NAMELY HATS, CAPS, T-SHIRTS, SWEATSHIRTS, SWEATPANTS,

SHORTS, SWEATERS, GOLF SHIRTS, SHIRTS, AND JACKETS, IN CLASS 25 (U.S. CL. 39).

FIRST USE 12-31-1973; IN COMMERCE 12-31-1975.

FOR: TOYS, NAMELY TOY TRUCKS AND TOY VEHICLES; CHRISTMAS TREE ORNAMENTS, IN CLASS 28 (U.S. CLS. 22 AND 50).

FIRST USE 12-31-1973; IN COMMERCE 12-31-1985.

FOR: BEER, IN CLASS 32 (U.S. CL. 46).

FIRST USE 12-31-1829; IN COMMERCE 12-31-1829.

SEC. 2(F).

SER. NO. 74-453,768, FILED 10-27-1993.

CHERYL BUTLER, EXAMINING ATTORNEY

Int. Cls.: 16, 21, 25, 28 and 32

Prior U.S. Cls.: 2, 22, 30, 33, 38, 39, 48 and 50

United States Patent and Trademark Office

Reg. No. 1,877,597

Registered Feb. 7, 1995

**TRADEMARK
PRINCIPAL REGISTER**



**D.G. YUENGLING & SON, INC. (PENNSYLVANIA CORPORATION)
5TH AND MAHANTONGO STREETS
POTTSVILLE, PA 17901**

FOR: POSTERS, POSTCARDS, AND PLAYING CARDS, IN CLASS 16 (U.S. CLS. 22 AND 38).

FIRST USE 12-31-1970; IN COMMERCE 12-31-1975.

FOR: STEINS, MUGS, COASTERS, CUPS, INSULATED COOLERS, PLASTIC CUPS, PLASTIC PITCHERS, PLASTIC DRINK BOTTLES, AND BEVERAGE GLASSWARE, IN CLASS 21 (U.S. CLS. 2, 30, 33 AND 50).

FIRST USE 12-31-1973; IN COMMERCE 12-31-1975.

FOR: CLOTHING, NAMELY HATS, CAPS, T-SHIRTS, SWEATSHIRTS, SWEATPANTS,

SHORTS, SWEATERS, GOLF SHIRTS, SHIRTS, AND JACKETS, IN CLASS 25 (U.S. CL. 39).

FIRST USE 12-31-1973; IN COMMERCE 12-31-1975.

FOR: TOYS, NAMELY TOY TRUCKS AND TOY VEHICLES; CHRISTMAS TREE ORNAMENTS, IN CLASS 28 (U.S. CLS. 22 AND 50).

FIRST USE 12-31-1973; IN COMMERCE 12-31-1985.

FOR: BEER, IN CLASS 32 (U.S. CL. 48).

FIRST USE 12-31-1840; IN COMMERCE 12-31-1840.

THE LINING AND STIPLING SHOWN IN THE DRAWING ARE FEATURES OF THE MARK AND ARE NOT INTENDED TO INDICATE COLOR.

SER. NO. 74-484,643, FILED 1-31-1994.

CHERYL BUTLER, EXAMINING ATTORNEY

Int. Cl.: 32

Prior U.S. Cls.: 45, 46, and 48

Reg. No. 2,059,723

United States Patent and Trademark Office

Registered May 6, 1997

**TRADEMARK
PRINCIPAL REGISTER**

JAMES RIVER STEAM BREWERY

D. G. YUENGLING & SON, INC. (PENNSYLVANIA CORPORATION)
FIFTH & MAHANTONGO STREETS
POTTSVILLE, PA 17901

FIRST USE 8-4-1995; IN COMMERCE 8-4-1995.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "STEAM BREWERY". APART FROM THE MARK AS SHOWN.

FOR: ALCOHOLIC BEVERAGES, NAMELY BEER, ALE AND PORTER, IN CLASS 32 (U.S. CLS. 45, 46 AND 48).

SN 74-611,300, FILED 12-15-1994.

MITCHELL FRONT, EXAMINING ATTORNEY