

03-12-1999

COPY



100980306

Commissioner of Patents and Trademarks

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
[X] Corporation-State: Arizona
Other

3-8-99

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

Frederick Brewing Co.
4607 Wedgewood Blvd.
Fredrick, Maryland 21703

- Individual(s) citizenship:
Association:
General Partnership:
Limited Partnership:
[X] Corporation - State: Maryland
Other:

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
[X] Other: Recordation the license agreement
between The Stroh Brewery Company (Licensor) and
Frederick Brewing Co. (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 [X] No

Execution Date: January 7, 1999

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

A. Trademark Application No. (s)
75/555,331
75/554,697

B. Trademark Registration No. (s)

Yes [X] No

Additional numbers attached?

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

[X] 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

Signature

March 3, 1999

Date

03/11/1999 DMGUYEN 00000060 180013 7555331

Total number of pages comprising cover sheet 2

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

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TRADEMARK SECURITY AGREEMENT

ADDENDUM NO. 4

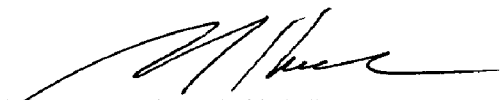
The following shall serve as an addendum to the Trademark Security Agreement dated as of July 1, 1996 by The Stroh Brewery Company, as Grantor and recorded in the United States Patent and Trademark Office at Reel 1554, Frame 0136 on 09/19/1996, Trademark Security Agreement Addendum No. 1 recorded at Reel 1621, Frame 1829 on 8/18/97, Trademark Security Agreement Addendum No. 2 recorded at Reel 1663, Frame 0473 on 12/1/97 and Trademark Security Agreement Addendum No. 3 recorded at Reel 1767, Frame 0949 on June 26, 1998 (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 and agreement listed on the attached Schedules 1 and 2 shall, effective as of July 1, 1996, be included as additional marks and agreements 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 and agreements 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. 4 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 22nd day of FEBRUARY, 1999.

[Seal]

Aline M. Stokes
Signature of notary public
My commission expires 8-13-02

Aline M. Stokes
Notary for Oakland County, MI
"Acting in Wayne County, MI."
My Commission Expires 8-13-02

SCHEDULE 2

TRADEMARK AGREEMENTS

JUNE 1, 1998 - FEBRUARY 22, 1999

Name of Agreement	Parties	Date of Agreement	Marks
License Agreement	Between The Stroh Brewery Company as Licensor and Frederick Brewing Co. as Licensee	7th day of January 1999	National Premium-1 S/N 75/555,331 National Pale Dry Beer Premium & Design S/N 75/554,697