FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

# RECORDATION FORM COVER SHEET
# TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

5-18-99

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original ~~documents or copy thereof~~.

1. Name of conveying party(ies):
Morgan Guaranty Trust Company of New York

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other Banking Organization

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

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

Name: The Stroh Brewery Company

Internal Address:

Street Address: 100 River Place

City: Detroit State: Michigan ZIP: 48207

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation State Arizona
☐ Other

If assignee is not domiciled in the United States, a domestic represetative 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 ~~Release and Termination of Security~~ Interest

Execution Date: April 22, 1999

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

A. Trademark Application No.(s)

SEE ATTACHED

B. Trademark Registration No.(s)

SCHEDULE A

05-24-1999

101044557

Additional numbers attached? ☒ Yes ☐ No

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

Name: Chester Rothstein, Esq.

Internal Address:

Amster, Rothstein & Ebenstein

Street Address: 90 Park Avenue

City: New York State: NY ZIP: 10016

6. Total number of applications and registrations involved: ..... 434

7. Total fee (37 CFR 3.41).....$ 10,865.00

☒ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number:

01-1785

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

05/21/1999 MTHAI1 00000252 824561
01 FC:481 40.00 OP
02 FC:482 10825.00 OP

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.*

Chester Rothstein
Name of Person Signing

Signature

May 18, 1999
Date

Total number of pages including cover sheet, attachments, and documents:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

Schedule A

## G. HEILEMAN BREWING COMPANY, INC.'S U.S. TRADEMARK REGISTRATIONS

| REG. NO. | REG. DATE | MARK |
|---|---|---|
| 824,561 | 02/21/67 | A-1 and Design |
| 704,081 | 09/06/60 | A-1 |
| 396,222 | 06/30/42 | Altes |
| 1,160,271 | 07/07/81 | Alumi-Cash & Design |
| 1,060,056 | 02/22/77 | America's Great Light Beer |
| 968,808 | 09/18/73 | Barrel of Blatz |
| 995,937 | 10/15/74 | Barrel Bottle |
| 947,679 | 11/21/72 | Barrel Shaped Bottle Design |
| 952,798 | 02/06/73 | Bearcat |
| 682,655 | 07/28/59 | Big D |
| 898,890 | 09/15/70 | Big Mouth |
| 796,521 | 09/21/65 | Black Label and Design |
| 308,966 | 12/26/33 | Black Label |
| 49,804 | 02/20/06 | Blatz |
| 579,133 | 08/25/53 | Blatz |
| 1,390,183 | 04/15/86 | Blatz Milwaukee 1851 & Emblem Design |
| 26,749 | 07/02/95 | Blatz and Design |
| 157,399 | 08/01/22 | Blatz |
| 145,846 | 08/16/21 | Blatz and Design |
| 1,372,907 | 11/26/85 | Blitz |
| 1,953,250 | 1/30/96 | Blue Boar |
| 1,463,046 | 10/27/87 | Bohemian Club |
| 947,679 | 11/21/72 | Bottle Design |



0000001

TRADEMARK
REEL: 1894 FRAME: 0002

| REG. NO. | REG. DATE | MARK |
|---|---|---|
| 1,312,549 | 01/01/85 | Break and Design |
| 738,842 | 10/02/62 | Brewer's Dozen |
| 1,523,831 | 02/07/89 | Brewnet |
| 1,515,974 | 12/06/88 | Brewnet |
| 1,102,858 | 09/19/78 | Burgermeister |
| 662,687 | 06/03/58 | Burgie |
| 1,397,865 | 6/17/86 | Burgie Man |
| 976,072 | 01/01/74 | Burgie |
| 967,762 | 09/04/73 | Carling Black Label and Design |
| 777,533 | 09/22/64 | Carling |
| 803,198 | 02/01/66 | Champale |
| 1,474,409 | 01/26/88 | Champale Fireside Cooler |
| 640,464 | 01/22/57 | City |
| 745,936 | 02/26/63 | Cold Pack |
| 928,917 | 02/15/72 | Cold Pack |
| 799,986 | 12/07/65 | Colt and Design |
| 1,857,834 | 10/11/94 | Cool Colt |
| 780,691 | 11/24/64 | Cool Brewed |
| 1,756,208 | 03/02/93 | Coqui 900 |
| 1,302,998 | 10/30/84 | Do It With Style |
| 1,748,771 | 01/26/93 | Double Deuce |
| 716,244 | 05/30/61 | Draft-Brewed |
| 691,792 | 01/19/60 | Duke Ale |
| 1,871,496 | 01/03/95 | Emerald City Ale Where it Reigns it Pours & Label Design |
| 1,879,986 | 02/21/95 | Ex Light |

| REG. NO. | REG. DATE | MARK |
|---|---|---|
| 1,920,057 | 09/19/95 | Ex Special Export & Design |
| 1,894,258 | 05/16/95 | Ex Export Light & Design |
| 1,888,771 | 04/11/95 | Ex |
| 721,685 | 09/19/61 | From Chesapeake Bay Land of Pleasant Living |
| 730,900 | 05/01/62 | From the Land of Pleasant Living |
| 900,926 | 10/13/70 | Genuine W and Design |
| 822,510 | 01/17/67 | Gluek Stite |
| 74,371 | 7/6/09 | Grenadier's Design |
| 1,307,370 | 11/27/84 | Grenadier |
| 728,634 | 03/13/62 | Heidel-Brau |
| 900,927 | 10/13/70 | Heidelberg |
| 565,832 | 10/28/52 | Heidelberg |
| 1,136,376 | 05/27/80 | Heileman Light & Design |
| 992,107 | 08/27/74 | Heileman's Special Export Beer |
| 606,813 | 05/31/55 | Heileman's |
| 1,116,154 | 04/03/79 | Heileman's |
| 381,905 | 10/15/40 | Heileman's and Design |
| 595,297 | 09/14/54 | Heileman's Special Export Beer & Design Export |
| 696,860 | 04/26/60 | Heileman's and Design |
| 635,310 | 10/02/56 | Heileman's Old Style |
| 666,417 | 08/26/58 | Heileman's Old Style Lager and Shield Design |
| 1,095,395 | 07/04/78 | Henry Weinhard's Private Reserve |
| 1,337,050 | 05/21/85 | Henry's |
| 701,095 | 07/12/60 | Hey Mabel -- Black Label |

| REG. NO. | REG. DATE | MARK |
|---|---|---|
| 807,009 | 04/12/66 | House of Heileman and Eagle Design |
| 319,501 | 11/27/34 | Illustration of a Grenadier |
| 1,729,715 | 11/03/92 | It Works Every Time |
| 1,880,802 | 02/28/95 | Just Different From the Rest |
| 521,998 | 03/07/50 | Kingsbury and Design |
| 787,897 | 04/06/65 | Kingsbury and Design |
| 277,977 | 12/02/30 | Kingsbury Pale |
| 55,161 | 08/07/06 | Knickerbocker |
| 128,507 | 01/06/20 | Knickerbocker |
| 809,379 | 05/31/66 | Koehler's Pilsner and Design |
| 1,177,538 | 11/10/81 | La Croix |
| 818,469 | 11/08/66 | Lift Twist |
| 674,291 | 02/17/59 | Lone Star |
| 676,429 | 03/31/59 | Lone Star & Shield Design |
| 1,712,055 | 09/01/92 | McSorley's |
| 784,925 | 02/09/65 | Mickey's and Design |
| 830,722 | 06/20/67 | Mickey's |
| 830,290 | 06/13/67 | Mickey's and Design |
| 1,390,184 | 04/15/86 | Milwaukee 1851 |
| 1,390,183 | 04/15/86 | Milwaukee 1851 and Design |
| 919,884 | 09/07/71 | Mountain Fresh (Stylized) |
| 540,516 | 04/03/51 | Mr. Boh Caricature |
| 1,002,989 | 01/28/75 | National Bohemian Label |
| 708,501 | 12/13/60 | National Bohemian Label |
| 730,901 | 05/01/62 | National Bohemian Label |

| REG. NO. | REG. DATE | MARK |
|---|---|---|
| 1,897,077 | 05/30/95 | Night Star Heileman's Old Style |
| 819,227 | 11/22/66 | Oktoberfest Brau |
| 816,715 | 10/11/66 | Oktoberfest Brew |
| 906,898 | 01/26/71 | Old Style Label |
| 624,155 | 03/27/56 | Old Style |
| 1,080,557 | 12/27/77 | Old Style Design |
| 413,664 | 05/08/45 | Old Style Junior |
| 564,780 | 09/30/52 | Old Style Lager and Scene |
| 663,233 | 06/17/58 | Old Style |
| 63,492 | 06/25/07 | Old Style Lager |
| 1,830,872 | 04/12/94 | Peaks |
| 338,474 | 09/08/36 | Pfeiffer's |
| 320,602 | 01/01/35 | Pfeiffer's Famous |
| 780,692 | 11/24/64 | Pure Genuine and Red Triangle Design |
| 945,899 | 10/24/72 | Pure Genuine |
| 642,131 | 02/26/57 | R (Stylized) |
| 647,964 | 07/02/57 | Rainier and Design |
| 590,498 | 06/01/54 | Rainier |
| 101,651 | 01/05/15 | Rainier |
| 1,550,453 | 08/01/89 | Reach for the Best |
| 1,093,935 | 06/20/78 | Reading |
| 271,202 | 05/27/30 | Red White & Blue and Design |
| 354,168 | 02/01/38 | Red, White, and Blue & Design |
| 57,226 | 11/06/06 | Red, White, and Blue and Design |
| 99,098 | 08/18/14 | Red Triangular Corner |

| REG. NO. | REG. DATE | MARK |
|---|---|---|
| 382,880 | 11/12/40 | Red, White, and Blue and Design |
| 1,195,343 | 05/11/82 | Red White & Blue & Design |
| 815,575 | 09/20/66 | Red Cap |
| 825,041 | 02/28/67 | Red Cap Ale and Design |
| 632,824 | 08/14/56 | Rheingold |
| 320,606 | 01/01/35 | Rheingold |
| 831,179 | 06/27/67 | Rheinlander |
| 585,916 | 02/23/54 | Royal Amber Label |
| 371,924 | 10/17/39 | Royal Amber |
| 572,525 | 03/31/53 | Ruppert Knickerbocker and Design |
| 1,469,943 | 12/22/87 | Sabinas Cerveza Mexicana & Label Design |
| 1,558,337 | 9/26/89 | Schmidt |
| 1,557,135 | 09/19/89 | Schmidt's |
| 1,703,596 | 07/28/92 | Seriously Cold, Totally Cool |
| 1,424,191 | 01/06/87 | Special Export & Design |
| 991,131 | 08/20/74 | Special Export |
| 595,297 | 08/13/74 | Special Export |
| 512,884 | 07/26/49 | Stag |
| 823,728 | 02/07/67 | Stag and Design |
| 905,631 | 01/05/71 | Stag |
| 1,331,168 | 04/16/85 | Style |
| 1,223,027 | 01/04/83 | Texas Cooler |
| 1,091,529 | 05/16/78 | The Back Pack |
| 1,363,650 | 10/01/85 | The Original Blue Boar Brand & Logo |
| 1,349,864 | 07/16/85 | The National Beer of |

| REG. NO. | REG. DATE | MARK |
|---|---|---|
| 995,385 | 10/08/74 | The Brew That Grew With the Great Northwest |
| 1,273,018 | 04/03/84 | The Mean Green & Bee Design |
| 1,889,419 | 04/11/95 | Two By Four |
| 815,109 | 09/13/66 | Van Lauter |
| 803,199 | 02/01/66 | W Label Design |
| 376,419 | 03/26/40 | W and Design |
| 897,478 | 08/25/70 | W and Eagle Design |
| 1,423,162 | 12/30/86 | Weinhard's |
| 612,369 | 9/13/55 | Wiedemann Fine Beer |
| 354,655 | 02/15/38 | Wiedemann |
| 384,217 | 01/07/41 | Wiedemann (Label) |
| 1,910,340 | 08/08/95 | Windy City Amber Ale & Label Design |
| 1,205,873 | 08/17/82 | Ye Ole Style Gift Shoppe |
| 1,425,886 | 01/20/87 | You Can Travel the World Over and Never Find a Better Beer |
| 738,342 | 09/25/62 | Zing |

## G. HEILEMAN BREWING COMPANY, INC.'S U.S. TRADEMARK APPLICATIONS

| SERIAL NO. | DATE FILED | MARK |
|---|---|---|
| 74/652,611 | 03/16/95 | Blue Boar & Design |
| 74/670,557 | 05/05/95 | Carling Canada & Design |
| 74/421,217 | 08/06/93 | Colt VAC & Design |
| 74/015,114 | 12/29/89 | Dragon 8 China Beer Design |
| 74/646,403 | 03/14/95 | Double Malt & Design |
| 170,053 | 05/28/91 | Extra Lite |
| 823,238 | 09/05/89 | Heat Up Dry Down |
| 74/188,616 | 07/26/91 | Heileman's Old Style Classic Draft-Cold Filtered Beer and Label Design |
| 74/212,324 | 10/15/91 | Ice-Lagered |
| 75/008,501 | 10/23/95 | Misc. Design (Bee Logo) |
| 74/588,723 | 10/21/94 | Misc. Design (Howling Wolf & Design |
| 000,402 | 11/16/89 | Old Style 2.2 |
| 119,126 | 11/29/90 | Power Master |
| 166,162 | 05/13/91 | Real Lite |
| 74/296,934 | 07/23/92 | Stone-Cold |
| 74/588,718 | 10/21/94 | The Howler |
| 74/588,717 | 10/21/94 | The Howler & Design |
| 74/527,313 | 05/23/94 | Z-Ice |
| 74/527,314 | 05/23/94 | Zice |

## THE STROH BREWERY COMPANY'S U.S. TRADEMARK REGISTRATIONS

| TRADEMARK | REG. NO. | REG. DATE |
|---|---|---|
| AMERICA'S FIRE-BREWED BEER | 1,724,079 | 10 13, 1992 |
| AUGSBURGER | 1,268,132 | 02 21, 1984 |
| AUGSBURGER & DESIGN | 1,851,641 | 08 30, 1994 |
| B-22 | 1,821,596 | 02 15, 1994 |
| BARON | 857,152 | 09 17, 1968 |
| BEER MAKES IT GOOD. SCHLITZ MAKES IT GREAT | 1,128,407 | 12 25, 1979 |
| BULL | 1,270,156 | 03 13, 1984 |
| ICE & DESIGN | 1,913,645 | 08 22, 1995 |
| SCHLITZ & DESIGN | 820,875 | 12 20, 1966 |
| SCHLITZ MALT LIQUOR & DESIGN | 1,203,815 | 08 03, 1982 |
| THE BULL | 1,726,074 | 10 20, 1992 |
| DESIGN | 1,875,486 | 01 24, 1995 |
| GENUINE DRAFT & DESIGN | 1,859,908 | 10 25, 1994 |
| CAPTIVA | 1,944,695 | 12 26, 1995 |
| CHAOS | 1,826,512 | 03 15, 1994 |
| CHAOS & DESIGN | 1,851,621 | 08 30, 1994 |
| CHARGE! | 1,442,364 | 06 09, 1987 |
| CLASH | 1,891,811 | 04 25, 1995 |
| CLASH & DESIGN | 1,946,629 | 01 09, 1996 |
| CRACK OPEN A COLD ONE | 1,805,503 | 11 16, 1993 |
| DON'T SAY BEER SAY BULL | 1,214,259 | 10 26, 1982 |
| DRINK SMART OR DON'T START | 1,696,392 | 06 23, 1992 |
| EDGY LEMON | 1,962,440 | 03 12, 1996 |
| ENCORE | 378,887 | 06 25, 1940 |

| TRADEMARK | REG. NO. | REG. DATE |
|---|---|---|
| ERLANGER | 1,201,354 | 07 13, 1982 |
| DESIGN | 1,195,843 | 05 18, 1982 |
| GO FOR IT! | 1,180,423 | 12 01, 1981 |
| GOEBEL | 1,208,834 | 09 14, 1982 |
| GOEBEL & DESIGN | 1,877,866 | 02 07, 1995 |
| GUSTO | 1,088,270 | 03 28, 1978 |
| HALLOWEEN BREW CREW | 1,716,285 | 09 15, 1992 |
| IRISH BRAND CREAM ALE & DESIGN | 591,512 | 06 15, 1954 |
| IT DOESN'T GET ANY BETTER THAN THIS | 1,406,050 | 08 19, 1986 |
| JASPER CREEK | 1,973,375 | 05 07, 1996 |
| LUNAR LEMON | 1,826,520 | 03 15, 1994 |
| MAXIMUM CHILL FACTOR | 1,903,755 | 07 04, 1995 |
| NO HAY NADA MEJOR QUE ESTO! | 1,880,801 | 02 28, 1995 |
| NO ONE DOES IT LIKE THE BULL | 1,411,577 | 09 30, 1986 |
| NORTHERN PLAINS | 1,929,727 | 10 24, 1995 |
| OLD MIL | 1,843,838 | 07 05, 1994 |
| OLD MILMUMMY | 1,801,659 | 10 26, 1993 |
| OLD MILWAUKEE | 1,722,283 | 10 06, 1992 |
| OLD MILWAUKEE & DESIGN | 1,823,073 | 02 22, 1994 |
| OLD MILWAUKEE & DESIGN | 1,825,359 | 03 08, 1994 |
| OLD MILWAUKEE & DESIGN | 547,704 | 09 11, 1951 |
| OLD MILWAUKEE & DESIGN | 1,474,408 | 01 26, 1988 |
| OLD MILWAUKEE GENUINE DRAFT & DESIGN | 1,856,901 | 10 04, 1994 |
| OLD MILWAUKEE NA | 1,736,917 | 12 01, 1992 |

| TRADEMARK | REG. NO. | REG. DATE |
|---|---|---|
| OLD MILWAUKEE NA & DESIGN | 1,722,280 | 10 06, 1992 |
| OM | 1,795,194 | 09 28, 1993 |
| OM & DESIGN | 1,416,874 | 11 11, 1986 |
| OM GENUINE DRAFT & DESIGN | 1,874,094 | 01 17, 1995 |
| OM GENUINE DRAFT | 1,856,901 | 10 04, 1994 |
| OUR HAND HAS NEVER LOST ITS | 742,475 | 12 18, 1962 |
| PARTY BOTTLES | 856,675 | 09 10, 1968 |
| PIELS | 1,020,037 | 09 09, 1975 |
| PIELS | 1,934,848 | 11 14, 1995 |
| PRIMO | 905,955 | 01 12, 1971 |
| PRIMO BEER & DESIGN | 1,477,037 | 02 16, 1988 |
| PRIMO BEER & DESIGN | 1,477,038 | 02 16, 1988 |
| R-22 | 1,823,074 | 02 22, 1994 |
| RED BULL & DESIGN | 1,542,792 | 06 06, 1989 |
| RED BULL & DESIGN | 1,541,794 | 05 30, 1989 |
| RED BULL | 1,935,272 | 11 14, 1995 |
| RED BULL & DESIGN | 1,923,974 | 10 03, 1995 |
| SCHAEFER & DESIGN | 502,889 | 10 12, 1948 |
| SCHAEFER & DESIGN | 599,504 | 12 14, 1954 |
| SCHAEFER & DESIGN | 701,096 | 07 12, 1960 |
| SCHAEFER & DESIGN | 1,179,441 | 11 24, 1981 |
| SCHAEFER & DESIGN | 1,182,380 | 12 15, 1981 |
| SCHAEFER THE ONE FOR FUN | 1,471,584 | 01 05, 1988 |
| SCHAEFER GENUINE DRAFT | 1,856,900 | 10 04, 1994 |
| SCHAEFER GENUINE DRAFT LIGHT | 1,857,835 | 10 11, 1994 |

| TRADEMARK | REG. NO. | REG. DATE |
|---|---|---|
| SCHAEFER IRISH BRAND CREAM ALE | 591,513 | 06 15, 1954 |
| SCHAEFER PREMIUM LIGHT & DESIGN | 1,845,825 | 07 19, 1994 |
| SCHLITZ | 1,923,780 | 10 03, 1995 |
| SCHLITZ & DESIGN | 866,540 | 03 11, 1969 |
| DESIGN | 1,415,208 | 10 28, 1986 |
| SCHLITZ & DESIGN | 550,821 | 11 13, 1951 |
| SCHLITZ & DESIGN | 122,537 | 08 20, 1918 |
| SCHLITZ & DESIGN | 544,158 | 06 19, 1951 |
| SCHLITZ & DESIGN | 90,587 | 03 04, 1913 |
| SCHLITZ & DESIGN | 428,097 | 03 11, 1947 |
| SCHLITZ & DESIGN | 509,384 | 05 03, 1949 |
| SCHLITZ & DESIGN | 562,919 | 08 19, 1952 |
| SCHLITZ & DESIGN | 52,011 | 05 01, 1906 |
| SCHLITZ GENUINE DRAFT & DESIGN | 1,863,875 | 11 22, 1994 |
| SCHLITZ NA | 1,877,868 | 02 07, 1995 |
| SCHLITZ THE BEER THAT MADE MILWAUKEE FAMOUS | 87,489 | 07 16, 1912 |
| SIGNATURE | 1,371,620 | 11 19, 1985 |
| SILVER THUNDER | 1,369,382 | 11 05, 1985 |
| SILVER THUNDER & DESIGN | 1,388,485 | 04 01, 1986 |
| STROHMAN | 1,691,835 | 06 09, 1992 |
| STROHMAN & DESIGN | 1,696,381 | 06 23, 1992 |
| STROH'S | 1,378,326 | 01 14, 1986 |
| STROH'S | 1,508,498 | 10 11, 1988 |
| STROH'S & DESIGN | 1,628,544 | 12 18, 1990 |

| TRADEMARK | REG. NO. | REG. DATE |
|---|---|---|
| DESIGN | 1,615,971 | 10 02, 1990 |
| DESIGN | 1,615,106 | 09 25, 1990 |
| STROH'S & DESIGN | 1,929,430 | 10 24, 1995 |
| STROH'S & DESIGN | 1,793,785 | 09 21, 1993 |
| STROH'S & DESIGN | 70,922 | 10 13, 1908 |
| DESIGN | 71,606 | 12 01, 1908 |
| STROH'S DRAFT LIGHT | 1,862,682 | 11 15, 1994 |
| STROH'S NON ALCOHOLIC | 1,883,842 | 03 14, 1995 |
| STROH'S SELECT GOLDEN AMBER | 1,139,002 | 08 26, 1980 |
| STROH'S MORE TASTE THAN CHARACTER | 2,091,599 | 08 26, 1997 |
| STROHMAN | 1,691,835 | 06 09, 1992 |
| STROHMAN | 1,696,381 | 06 23, 1992 |
| SWEDISH BIKINI TEAM | 1,724,088 | 10 13, 1992 |
| TALL BOY | 1,489,607 | 05 24, 1988 |
| TERRITORIO SCHAEFER | 1,763,163 | 04 06, 1993 |
| THE BEER THAT MADE MILWAUKEE FAMOUS & DESIGN | 592,276 | 07 06, 1954 |
| THE BEER THAT MADE MILWAUKEE FAMOUS & DESIGN | 1,751,474 | 02 09, 1993 |
| THE MASTER CYLINDER | 1,475,208 | 02 02, 1988 |
| THE WEEKENDER | 1,202,930 | 07 27, 1982 |
| TROMMER'S | 511,338 | 06 21, 1949 |
| TROMMER'S WHITE LABEL | 515,926 | 10 04, 1949 |
| VIKING | 690,652 | 12 29, 1959 |
| WHITE MOUNTAIN | 1,568,700 | 11 28, 1989 |
| WHITE MOUNTAIN | 1,557,132 | 09 19, 1989 |

| TRADEMARK | REG. NO. | REG. DATE |
|---|---|---|
| WS - 7 & DESIGN | 832,856 | 02 14, 1967 |

## THE STROH BEWERY COMANY'S U.S. TRADEMARK APPLICATIONS

| TRADEMARK | APP. NO. | FILING DATE |
|---|---|---|
| 9 DEEP | 74/723,320 | 08 31, 1995 |
| A DIFFERENT TIME, A DIFFERENT BEER | 75/041,640 | 01 11, 1996 |
| AMERICA'S BEST & DESIGN | 74/517,459 | 04 26, 1994 |
| ANVIL | 75/032,279 | 12 13, 1995 |
| AUBURN BAY | 74/537,895 | 06 15, 1994 |
| DESIGN | 74/392,201 | 05 19, 1993 |
| BEAR PATCH | 75/077,431 | 03 22, 1996 |
| BIG JOE | 74/667,422 | 04 28, 1995 |
| BLUE BULL | 74/703,101 | 07 19, 1995 |
| DESIGN | 75/010,986 | 10 23, 1995 |
| BRISTOL COVE | 74/546,460 | 06 30, 1994 |
| BULLY CLUB | 74/569,506 | 09 02, 1994 |
| CALDWELL & HOBBS | 75/032,280 | 12 13, 1995 |
| CALDWELL & HOBBS | 74/537,896 | 06 15, 1994 |
| CANDLE FALLS | 74/537,892 | 06 15, 1994 |
| CAPTAIN BROWN'S | 75/024,684 | 11 28, 1995 |
| CAPTAIN OSGOOD'S | 75/026,365 | 11 30, 1995 |
| CAPTIVA & DESIGN | 74/591,029 | 10 26, 1994 |
| COPPER CREEK | 74/716,597 | 08 16, 1995 |
| DEEP RIVER | 74/537,893 | 06 15, 1994 |
| DESIGN | 75/002,593 | 10 06, 1995 |
| DESIGN | 75/002,592 | 10 06, 1995 |
| DISCOVERY | 74/735,668 | 09 29, 1995 |
| ERLANGER & DESIGN | 74/603,285 | 11 10, 1994 |

| TRADEMARK | APP. NO. | FILING DATE |
|---|---|---|
| FIRST RESERVE | 74/664,054 | 04 21, 1995 |
| FLAGSTONE | 74/696,032 | 06 30, 1995 |
| FORT NORFOLK | 75/005,876 | 10 12, 1995 |
| FOUNTAIN HILL | 75/063,525 | 02 26, 1996 |
| FRACTURED FRUIT PUNCH | 74/598,161 | 11 14, 1994 |
| GREAT PLAINS | 75/016,899 | 11 06, 1995 |
| GUSTO BREWING CO. | 74/732,405 | 09 21, 1995 |
| HEADSTRONG | 75/077,430 | 03 22, 1996 |
| ICER | 74/540,858 | 06 21, 1994 |
| ICESTORM | 74/541,375 | 06 23, 1994 |
| IRISH BRAND CREAM ALE | 74/537,443 | 06 14, 1994 |
| IRON HEAD | 75/036,797 | 12 20, 1995 |
| IT FEELS GOOD | 74/628,814 | 02 02, 1995 |
| JUST THE KISS OF THE HOPS | 75/016,489 | 11 07, 1995 |
| LA LIVIANITA | 75/016,490 | 11 07, 1995 |
| !LA LIVIANITA ... QUE GUSTA MAS! | 75/016,491 | 11 07, 1995 |
| LEE'S | 74/569,415 | 09 02, 1994 |
| LOST RIVER | 74/546,441 | 06 27, 1994 |
| LOST RIVER & DESIGN | 74/599,374 | 11 16, 1994 |
| LUNKER | 74/541,373 | 06 23, 1994 |
| MANGONADE | 74/557,997 | 08 08, 1994 |
| MCMANUS & DESIGN | 75/105,485 | 05 16, 1996 |
| MERCURY T | 74/731,813 | 09 21, 1995 |
| METRO | 74/705,996 | 07 25, 1995 |
| MINNESOTA'S BEST | 74/629,173 | 01 31, 1994 |
| MINNESOTA'S BEST & DESIGN | 74/645,842 | 03 08, 1995 |

| TRADEMARK | APP. NO. | FILING DATE |
|---|---|---|
| MUEHLEBACH | 74/517,516 | 04 26, 1994 |
| MYSTERIOUS MANGO | 74/686,073 | 06 08, 1995 |
| MYTHICAL WHEAT | 75/062,144 | 02 23, 1996 |
| NOSTALGICANS | 74/677,007 | 05 15, 1995 |
| OLD MIL MANIA | 74/548,987 | 07 13, 1994 |
| OLD MILWAUKEE RED | 74/660,649 | 04 13, 1995 |
| ORANGY TANGY | 74/603,286 | 11 10, 1994 |
| PEACH PARTY | 74/541,126 | 06 22, 1994 |
| PIONEER SPIRIT | 75/114,552 | 06 05, 1996 |
| RADIUS | 74/731,811 | 09 21, 1995 |
| RED BLUFF | 74/537,888 | 06 15, 1994 |
| RED BULL REPRESENTIN' | 74/541,372 | 06 23, 1994 |
| RED BULL REPRESENTIN' THE REAL | 74/541,371 | 06 23, 1994 |
| RED RIVER VALLEY | 74/478,518 | 01 11, 1994 |
| RED RIVER VALLEY & DESIGN | 74/591,497 | 10 27, 1994 |
| RIDE THIS BULL | 74/541,156 | 06 23, 1994 |
| RIDLEY'S & DESIGN | 74/599,375 | 11 16, 1994 |
| RIDLEY'S | 74/584,407 | 10 11, 1994 |
| RIDLEY'S & DESIGN | 75/050,455 | 01 30, 1996 |
| ROADHOUSE | 74/617,674 | 01 04, 1995 |
| ROBERT E. LEE'S | 74/569,414 | 09 02, 1994 |
| SCANDIA | 74/558,738 | 08 08, 1994 |
| SCHAEFER | 74/611,995 | 12 16, 1994 |
| SCHLITZ. THEN, NOW AND FOREVER | 74/663,246 | 04 19, 1995 |
| SEBRING | 74/732,406 | 09 21, 1995 |

| TRADEMARK | APP. NO. | FILING DATE |
|---|---|---|
| SHALE | 75/032,278 | 12 13, 1995 |
| SIENNA FALLS | 74/537,887 | 06 15, 1994 |
| SLENDER LEMON | 74/541,132 | 06 22, 1994 |
| SMOKEHOUSE | 75/036,070 | 12 22, 1995 |
| ST. BART'S & DESIGN | 74/262,791 | 04 06, 1992 |
| STRAW'MON | 74/541,135 | 06 22, 1994 |
| STROH'S FIRE & ICE | 74/572,782 | 09 13, 1994 |
| STROH'S LEGENDS OF BASEBALL | 74/655,585 | 04 03, 1995 |
| STROH'S. MORE TASTE. MORE CHARACTER. | 74/541,374 | 06 23, 1994 |
| SWIFT CREEK | 74/701,322 | 07 22, 1995 |
| TART 'N BERRY | 74/595,094 | 11 04, 1994 |
| TEMPERANCE | 74/434,392 | 09 09, 1993 |
| THE BULL IS TAKIN' CHARGE | 74/541,158 | 06 23, 1994 |
| THEN, NOW AND FOREVER | 74/663,245 | 04 19, 1995 |
| TWIN CITIES' BEST | 74/639,351 | 02 28, 1995 |
| WHITE MOUNTAIN ICER & DESIGN | 74/585,150 | 10 11, 1994 |
| WIDE TOP | 74/599,517 | 11 16, 1994 |
| WINDOW ROCK & DESIGN | 74/599,516 | 11 16, 1994 |
| WITCHDUCK | 75/004,691 | 10 12, 1995 |
| WOODY | 75/093,940 | 04 25, 1996 |
| X-SPHERE | 74/731,812 | 09 21, 1995 |
| YORKTOWN | 75/003,969 | 10 02, 1995 |
| YOU'LL KNOW IT WHEN YOU FEEL IT | 74/628,815 | 02 02, 1995 |

# RELEASE AND TERMINATION OF SECURITY INTEREST

**WHEREAS**, pursuant to the provisions of a Credit Agreement dated as of July 1, 1996 and related agreements and documents, all as amended (hereinafter collectively, the "Credit Agreement") among, inter alia, THE STROH BREWERY COMPANY, an Arizona corporation, having its offices at 100 River Place, Detroit, Michigan 48207 (hereinafter "STROH"), the Lenders referred to therein, NBD BANK as Managing Agent, and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a banking organization with offices formerly at 23 Wall Street, New York, New York 10002, and subsequently at 60 Wall Street, New York, New York 10260, as Agent (hereinafter "MORGAN"), STROH granted to MORGAN, as Agent, a security interest in certain property to secure the payment and performance of the Secured Obligations (as defined in the Credit Agreement) of STROH to MORGAN as described in said Credit Agreement; and

**WHEREAS**, pursuant to the terms of a security agreement dated as of July 1, 1996 (the "Security Agreement") Stroh granted to Morgan, as collateral agent for the Secured Parties referred to therein, a continuing security interest in certain assets of Stroh (the "Secured Property"); and

**WHEREAS**, pursuant to the terms of:

(1) a Trademark Security Agreement (the "Trademark Security Agreement") dated as of July 1, 1996, recorded in the United States Patent and Trademark Office at Reel 1554, Frame 0136, and re-recorded at Reel 1643, Frame 0001, and at Reel 1744, Frame 0327 and Reel 1744, Frame 0194, both relative to licenses; and

(2) an Addendum No. 1 to the Trademark Security Agreement recorded in the United States Patent and Trademark Office at Reel 1621, Frame 0829; and

(3) an Addendum No. 2 to the Trademark Security Agreement recorded in the United States Patent and Trademark Office at Reel 1663, Frame 0473 and at Reel 1744, Frame 0204 relative to licenses; and

(4) an Addendum No. 3 to the Trademark Security Agreement recorded in the United States Patent and Trademark Office at Reel 1767, Frame 0954, Reel 1758, Frame 0996, and Reel 1767, Frame 0949, all three relative to licenses; and

(5) an Addendum No. 4 to the Trademark Security Agreement filed for recordation in the United States Patent and Trademark Office on March 3, 1999, but which has not yet received a Reel and Frame number, including for licenses (collectively the "Trademark Security Documents"), STROH confirmed the security interest under the Credit Agreement and the Security Agreement by granting a first priority perfected security interest to MORGAN on certain property, including but not limited to trademarks and trademark licenses, and all goodwill associated therewith, defined therein as the "Trademark Collateral"; and

**WHEREAS,** MORGAN acknowledges that it has not transferred, licensed, or otherwise encumbered the Secured Property or the Trademark Collateral; and

**WHEREAS,** STROH has fulfilled all of its Secured Obligations as described in the Credit Agreement, the Security Agreement, and the Trademark Security Documents and MORGAN intends by this document to release any and all interest in the Secured Property and the Trademark Collateral.



TRADEMARK
REEL: 1894 FRAME: 0021

**NOW THEREFORE,** for good and valuable consideration, receipt of which is hereby acknowledged, MORGAN does hereby confirm that it cancels, releases, terminates and no longer claims a security interest in or to the Secured Property or the Trademark Collateral, or pursuant to the Credit Agreement or the Security Agreement or the Trademark Security Documents including but not limited to the trademarks and trademark licenses set forth on Schedule A annexed hereto and made a part hereof, and further hereby does sell, assign and transfer and set over unto Stroh, its successors, legal representatives, and assigns the entire right, title and interest in, to and under the Secured Property and the Trademark Collateral as may have been conveyed by the Credit Agreement, Security Agreement and/or Trademark Security Documents.

**AND MORGAN DOES HEREBY** authorize and request the Commissioner of Patents and Trademarks of the United States to issue the same to Stroh, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

**MORGAN** warrants and represents to STROH that it has taken no action to encumber the Secured Property or the Trademark Collateral.

This Release and Termination of Security Interest shall be binding upon MORGAN, as Agent, and shall inure to the benefit of STROH, its successors and assigns.

**IN WITNESS WHEREOF,** MORGAN has caused these presents to be signed by its Vice President this 22 day of April, 1999.

**MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as Agent**

By _____

Name: Richard A. Burke
Title: Vice President



TRADEMARK
REEL: 1894 FRAME: 0022

State of Delaware )
) ss.:
County of New Castle )

On this 22 day of April, 1999, before me personally appeared _____ Richard A. Burke, to me known, who, being by me duly sworn, did depose and say that he resides at New York, and that he is Vice President of Morgan Guaranty Trust Company of New York, the New York banking organization described in and which executed the foregoing instrument with full authority of the Board of Directors of said corporation, and that he signed his name thereto pursuant to such authority.

Bey Dulli Foster
Notary Public



TRADEMARK
REEL: 1894 FRAME: 0023

## EXCLUSIVE TRADEMARK LICENSES

| Name of Agreement | Parties Licensor/Licensee | Date of Agreement | Subject Matter |
|---|---|---|---|
| **As Licensee** | | | |
| 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 "Piels" 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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27009/151/CLOSING/trademark.agt



TRADEMARK
REEL: 1643 FRAME: 0031
TRADEMARK
REEL: 1894 FRAME: 0024

| | | | |
|---|---|---|---|
| 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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## EXCLUSIVE TRADEMARK LICENSES

| Name of Agreement | Parties Licensor/Licensee | Date of Agreement | Subject Matter |
|---|---|---|---|
| **As Licensee** | | | |
| 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 "Piels" 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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TRADEMARK
REEL: 1744 FRAME: 0333

TRADEMARK
REEL: 1894 FRAME: 0026

| | | | |
|---|---|---|---|
| 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" |
| **As Licensor** | | | |
| Trademark License Agreement | Between Rajasthan Breweries Limited and The Stroh Brewery Company | 7/22/94 | Regarding certain Stroh trademarks |

**MATERIAL TRADEMARKS**
**NEW APPLICATIONS**
**JULY 1, 1996 - MAY 1, 1997**

| Mark | Country | Applicant | Status | S.N. | Date |
|---|---|---|---|---|---|
| Old Style | U.S. | The Stroh Brewery Company | Pending | 75/190,622 | 10/31/96 |
| Rainier | U.S. | The Stroh Brewery Company | Pending | 75/190,623 | 10/31/96 |
| Kingsbury | U.S. | The Stroh Brewery Company | Pending | 75/190,619 | 10/31/96 |
| Lone Star | U.S. | The Stroh Brewery Company | Pending | 75/177,598 | 10/7/96 |
| Mickey's | U.S. | The Stroh Brewery Company | Pending | 75/190,621 | 10/31/96 |
| Lone Star..The Official Beer of Rodeo | U.S. | The Stroh Brewery Company | Pending | 75/194,415 | 11/7/96 |

Schedule I

TRADEMARK
REEL: 1894 FRAME: 0028

MATERIAL TRADEMARKS
NEW APPLICATIONS
MAY 1, 1997 - NOVEMBER 18, 1997

| Proposed Mark | Type of App. (Use Based/ITU) | Date of First Use | Date App. Filed and Serial No. |
|---|---|---|---|
| City Club (word) | Use based | 4/21/97 | 6/9/97 S/N 75/305474 |
| City Club (label) | Use based | 4/21/97 | 6/9/97 S/N 75/304389 |
| Bull Max | ITU. | | 5/12/97 S/N 75/290227 |
| Tall Tex | ITU | | 5/27/97 S/N 75/298380 |
| More Taste. More Character | Use Based | | 5/1/97 S/N 75/284977 |
| Stroh's. Favorite Beer of Hockey | ITU | | 7/15/97 S/N 75/324909 |
| America's Best Tasting Beer | Use Based | 8/1/96 | 8/29/97 S/N75/349063 |
| Join The Club (City Club) | ITU | | 9/4/97 S/N 75/351740 |
| Rainier-7 | Use Based | | 9/30/97 S/N 75/365893 |
| Race for Taste (Old Milwaukee) | ITU | | 10/29/97 S/N 75/381,226 |
| Old Milwaukee-17 | Use Based | 10/1/97 | 10/27/97 S/N 75/379474 |

Schedule 1

TRADEMARK
REEL: 1663 FRAME: 0476

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TRADEMARK
REEL: 1894 FRAME: 0029

[redacted]

## 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 |

TRADEMARK
REEL: 1663 FRAME: 0477

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TRADEMARK
REEL: 1894 FRAME: 0030

SCHEDULE I

TRADEMARK AGREEMENTS

January 30, 1998 - May 31, 1998

| Name of Agreement | Parties | Date of Agreement | Marks |
|---|---|---|---|
| Sales Representation Agreement | Among The Stroh Brewery Company, The McKenzie River Corporation and McKenzie River Partners | 12/9/96, as amended effective 1/1/97 and 4/15/98 | CROOKED I<br>Reg. No. 2,101,775<br>Reg. Date 9/30/97<br><br>ST. IDES PREMIUM MALT LIQUOR & DESIGN<br>Reg. No. 1,514,774<br>Reg. Date 11/29/88<br><br>ST. IDES & DESIGN<br>Reg. No. 1,512,002<br>Reg. Date 11/8/88<br><br>ST. IDES<br>Reg. No. 1,539,490<br>Reg. Date 5/16/89<br><br>ST. IDES GOLD<br>S/N 75/274,791<br>App. Date 4/15/97 |

**RECORD OF SALES REPRESENTATION AGREEMENT**
**Among The Stroh Brewery Company ("Stroh"),**
**The McKenzie River Corporation and**
**McKenzie River Partners**
**(collectively "McKenzie")**

On the 9th day of December, 1996 for legally sufficient consideration, McKenzie granted, with legally sufficient quality control, the exclusive right and license to use the trademarks set forth below in connection with beverage products.

| Mark | Application/ Registration Number | Registration Date |
|---|---|---|
| CROOKED I | 2,101,775 | 9/30/97 |
| ST. IDES PREMIUM MALT LIQUOR & DESIGN | 1,514,774 | 11/29/88 |
| ST. IDES & DESIGN | 1,512,002 | 11/8/88 |
| ST. IDES | 1,539,490 | 5/16/89 |
| ST. IDES GOLD | 75/274,791 | 4/15/97 |

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RECORDED: 06/26/1998

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<br>75/429,619 |
| Old Milwaukee Limelight | ITU | | 2/5/98<br>75/429,620 |
| Henry Weinhard's-1 | Use Based | 12/76 | 2/11/98<br>75/432,678 |

RECORDED: 06/26/1998

TRADEMARK
REEL: 1758 FRAME: 0999

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TRADEMARK
REEL: 1894 FRAME: 0033

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<br>S/N 75/555,331<br><br>National Pale Dry Beer Premium & Design<br>S/N 75/554,697 |

0000029

# AMSTER, ROTHSTEIN & EBENSTEIN

COUNSELORS AT LAW

PATENTS • TRADEMARKS • COPYRIGHTS

90 PARK AVENUE

NEW YORK, NEW YORK 10016

(212) 697-5995

MORTON AMSTER
DANIEL S. EBENSTEIN
PHILIP H. GOTTFRIED
MICHAEL J. BERGER
NEIL M. ZIPKIN
ANTHONY F. LO CICERO
JOEL E. LUTZKER
KAREN ARTZ ASH
KENNETH P. GEORGE
ABRAHAM KASDAN, PH.D.
LEONARD S. SORGI

NEAL L. ROSENBERG
IRA E. SILFIN
LAURIE J. GENTILE
CHESTER ROTHSTEIN
DAVID H. KAGAN
DENISE A. LINDENAUER
CRAIG J. ARNOLD
NANCY M. DODDERIDGE
BRIAN McQUILLEN
CHARLES R. MACEDO
TREBOR LLOYD
NEAL S. GREENFIELD

DONNA L. ANGOTTI
JANE UNGARO
JOSEPH M. CASINO
JOHN S. ECONOMOU**
SIMON BOCK
JOHN C. GARCES
BETH KOTRAN
MARK J. ROSENBERG
MICHAEL V. SOLOMITA
CHARLES M. DOYLE, PH.D.**
HOLLY PEKOWSKY
DANIEL BASOV

JESSE ROTHSTEIN (RETIRED)

INTERNATIONAL DEPARTMENT
DAVID R. BROWN*
PATRICK E. BOLAND**

FACSIMILE NOS.
212-286-0854
212-286-0082

*NON-LAWYER
**NOT ADMITTED IN NEW YORK


May 18, 1999

"Express Mail" mailing label no. EM054368028US
Date of Deposit ..... May 18, 1999
I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commission of Patents and Trademarks, Washington, D.C. 20231
James Anastasio
James Anastasio
(Signature of person mailing paper or fee)

via Express Mail

Honorable Commissioner of
Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Attn: Trademark Assignment Branch

Re: Lehman Bros., Inc./Project Teddy Bear
Release and Termination of Security Interest
(Morgan Guaranty Trust Company of New York/The Stroh Brewery Company)
U.S. Trademark Reg. No. 824,561 et al.
Our File 49236/3

Dear Sir:

Enclosed for filing and recordation please find the Release and Termination of Security Interest, dated April 22, 1999, made by Morgan Guaranty Trust Company of New York ("Morgan") in favor of The Stroh Brewery Company ("Stroh").

By this enclosed document, Morgan does hereby confirm that it cancels, releases, terminates and no longer claims a security interest in or to the Trademark Registrations and Applications identified in the attached Schedule A to the Release and Termination of Security Interest.

76092.1

Kindly record this Release and Termination of Security Interest against the U.S. Trademark Registrations and Applications listed in the attached Schedule A to the Release and Termination of Security Interest, in the Trademark Assignee Index.

Also enclosed are three checks totaling an amount of $10,865.00, representing payment of the fees incurred in connection with such filing and recordation. Kindly charge any additional costs to the Deposit Account of Amster, Rothstein & Ebenstein, Account No. 01-1785.

Kindly address any inquiries concerning this matter to the attention of the undersigned at the above address.

Respectfully submitted,

AMSTER, ROTHSTEIN & EBENSTEIN

Chester Rothstein

CR/org
Encls.

cc: Chris Plaut, Esq.
Nancy Lippa, Esq.
Latham & Watkins, NY

Neil Cummings, Esq.
Latham & Watkins, CA

Jill N. Johnston, Esq.
Stroh Brewery

William B. Nash, Esq.
Miller, Sisson, Chapman & Nash

Michael D. Fishman, Esq.
Rader, Fishman & Grauer

Beesham A. Seecharan, Esq.
Davis Polk & Wardwell

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