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

0000051

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

0000025

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 Reg. No. 2,101,775 Reg. Date 9/30/97 ST. IDES PREMIUM MALT LIQUOR & DESIGN Reg. No. 1,514,774 Reg. Date 11/29/88 ST. IDES & DESIGN Reg. No. 1,512,002 Reg. Date 11/8/88 ST. IDES Reg. No. 1,539,490 Reg. Date 5/16/89 ST. IDES GOLD S/N 75/274,791 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

0000027

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 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

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 S/N 75/555,331 National Pale Dry Beer Premium & Design 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
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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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