

RECORDATION FORM FOR
TRADEMARKS

05-27-1999



COMMERCE
Trademark Office

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101047456

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

1. Name of conveying party(ies):
BT Commercial Corporation

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security Interest in Trademarks
- Merger
- Change of Name

Execution Date: April 30, 1999

2. Name and address of receiving party(ies)

Name: General Brewing Company

Internal Address: Suite 315

Street Address: 100 Shoreline Highway

City: Mill Valley State: CA ZIP: 94941

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Texas
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

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

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

A. Trademark Application No.(s)

SEE ATTACHED

B. Trademark Registration No.(s)

SCHEDULE A

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: 9

7. Total fee (37 CFR 3.41).....\$ 240.00

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)

05/25/1999 MTHAI1 00000025 540561

01 FC:481 40.00 OP
02 FC:482 200.00 OP

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.

Chester Rothstein
Name of Person Signing

Signature

May 17, 1999

Date

Total number of pages including cover sheet, attachments, and document: 9

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

TRADEMARK
REEL: 001902 FRAME: 0491

Schedule A
to
Trademark and License Security Agreement
Dated July 21, 1994

Trademarks

None, except:

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
BREW "102" (Stylized)	540,561	04/03/1951
LUCKY LAGER BEER (Stylized)	1,526,035	02/21/1989

Unregistered Trademarks

None, except:

Pending Trademark Applications

None, except:

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registration Number</u>
STEINBRAU	74/480174	01/14/1994	
X and Design	74/480175	01/14/1994	1872727
LUCKY and Design	74/480316	01/14/1994	1972152
L and Design	74/480317	01/14/1994	
LUCKY	74/480318	01/14/1994	1992300
REGAL SELECT and Design	74/485170	02/01/1994	
REGAL SELECT	74/485200	02/01/1994	1896399

Trade Names

None, except:

Pending Service Mark Applications

None, except:

Registered Service Marks

None, except:

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS is made this 30th day of April, 1999 by BT Commercial Corporation, a Delaware corporation ("Agent") for itself and certain Lenders.

WHEREAS, reference is made to that certain Trademark and License Security Agreement dated July 21, 1994 ("Security Agreement"), recorded in the United States Patent and Trademark Office at Reel 1200, Frame 0264, in the U.S. Patent and Trademark Office on or about August 11, 1994, by and between General Brewing Company, ("Borrower"), having its chief executive office and mailing address at 100 Shoreline, Suite 315, Mill Valley, California 94941, and BT Commercial Corporation, with its mailing address at 233 South Wacker Drive, Suite 8400, Chicago, Illinois 60606, as Agent for the Lenders;

WHEREAS, in connection with the Credit Agreement referenced in the Security Agreement, the Borrower has granted Agent a continuing security interest in certain property, including but not limited to Trademarks and Licenses (as defined in the Security Agreement) (such property to be referred to herein as the "Secured Property");

WHEREAS, in accordance with the terms of the Credit Agreement, the Borrowers have satisfied all of their outstanding Obligations under the Security Agreement and the Credit Agreement, and in connection therewith, the Borrowers have requested and the Agent has agreed to release its security interest and lien on the Secured Property, including but not limited to the Trademarks and Licenses pursuant to the Credit Agreement and Security Agreement; and

WHEREAS, the Agent represents that neither it nor any Lender has sold, assigned, pledged or otherwise transferred or encumbered all or any part of its interest in the Secured Property, including but not limited to the Trademarks and Licenses, and that it has the full power and authority to make this Release of Security Interest in Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent hereby releases and terminates all right, title and interest that Agent received pursuant to the Security Agreement and/or to the Credit Agreement in and to the Secured Property, including but not limited to the Trademarks and the Licenses, including but not limited to those identified in Schedules A and B to the Security Agreement, a copy of said Schedules being attached hereto. Capitalized terms used herein shall have the meanings set forth in the Security Agreement and the Credit Agreement. Agent agrees to execute such other documents and assurances as may be reasonably necessary to carry out the intent of this Release.

IN WITNESS WHEREOF, Agent has caused this Release of Security Interests in Trademarks and Licenses to be duly executed by its duly authorized officer as of the day and year first above written.

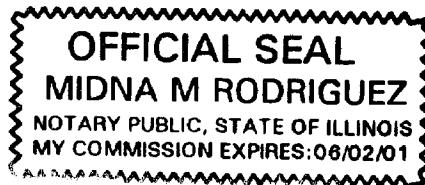
**BT COMMERCIAL CORPORATION as
Agent**

By: Wayne D. Hillock
Name: WAYNE D. HILLOCK
Title: PRINCIPAL
Its: _____
Dated: 4-22-99

State of Illinois)
County of Cook) ss.:

On this 22 day of April, 1999, before me personally appeared WAYNE D. HILLOCK, to me known, who, being by me duly sworn, did depose and say that he resides at 233 S. WACKER DRIVE - Suite 8100, and that he is PRINCIPAL of BT Commercial Corporation, the DELAWARE corporation 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.

Micha M. Rodriguez
Notary Public



Schedule A

to

Trademark and License Security Agreement

Dated July 21, 1994

Trademarks

None, except:

Trademark	Registration Number	Registration Date
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LUCKY LAGER BEER (Stylized)	1,526,035	02/21/1989

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REGAL SELECT and Design	74/485170	02/01/1994	
REGAL SELECT	74/485200	02/01/1994	1896399

Trade Names

None, except:

Pending Service Mark Applications

None, except:

Registered Service Marks

None, except:

Schedule B

to

Trademark and License Security Agreement

Dated July 21, 1994

License Agreements

None, except:

FILED
JUL 21 1994
REG. DIV. U.S. PAT. & TM. OFF.

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RECORDED: 05/17/1999

TRADEMARK
REEL: 001902 FRAME: 0499