

05-27-1999

DEPARTMENT OF COMMERCE
 Patent and Trademark Office



TRADEMARK

101047451

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

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

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

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

2. Name and address of receiving party(ies)
 Name: Falstaff Brewing Corporation
 Internal Address: Building B, Suite 315
 Street Address: 100 Shoreline Highway
 City: Mill Valley State: CA ZIP: 94941

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

3. Nature of conveyance:

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

Execution Date: April 30, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED

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: 17

7. Total fee (37 CFR 3.41).....\$ 440.00
 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 NTHA11 00000020 324797
 01 FC:481 40.00 OP
 02 FCS482 400.00 OP

DO NOT USE THIS SPACE

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]
 Signature

May 17, 1999
 Date

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

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

TRADEMARK
REEL: 001902 FRAME: 0500

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>
NARRAGANSETT (Stylized)	324,797	06/04/1935
SUPER-X (Stylized)	317,072	09/11/1934
GANSETT (Stylized)	326,353	07/23/1935
PURITY BODY FLAVOR and Design	332,889	03/03/1936
BALLANTINE (Stylized)	602,807	03/01/1955
THE CHOICEST PRODUCT OF THE BREWER'S ART (Stylized)	623,230	03/13/1956
PURITY BODY FLAVOR and Design	623,234	03/13/1956
Miscellaneous Design	920,310	09/14/1971

Unregistered Trademarks

None, except:

REEL 1 98 FRAME 140

Pending Trademark Applications

None, except:

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>	Registration Number
FALSTAFF LITE BEER and Design	74/467933	12/09/1993	1887384
FALSTAFF	74/467934	12/09/1993	1869863
FALSTAFF and Design	74/467936	12/09/1993	1897678
FALSTAFF NA and Design	74/467937	12/09/1993	1879982
BALLANTINE	74/480167	01/14/1994	
Miscellaneous Design	74/480169	01/14/1994	1872725
Miscellaneous Design	74/480170	01/14/1994	1872726
INDIA PALE ALE	74/480171	01/14/1994	1883843
INDIA PALE ALE BALLANTINE and Design	74/480172	01/14/1994	1888765

Trade Names

None, except:

Pending Service Mark Applications

None, except:

Registered Service Marks

None, except:

REEL 1 98 FRAME 1 4 1
TRADEMARK

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 1198, Frame 0127, in the U.S. Patent and Trademark Office on or about August 11, 1994, by and between Falstaff Brewing Corporation, ("Borrower"), having its chief executive office and mailing address at 100 Shoreline, Building B, 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. Hillcock
Name: PRINCIPAL
Title: WAYNE D. HILLOCK
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. HILL to me known, who, being by me duly sworn, did depose and say that he resides at 233 S. WACKER DRIVE - Suite 8400, 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.

Midna M. Rodriguez
Notary Public



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

Trademarks

None, except:

Trademark	Registration Number	Registration Date
NARRAGANSETT (Stylized)	324,797	06/04/1935
SUPER-X (Stylized)	317,072	09/11/1934
GANSETT (Stylized)	326,353	07/23/1935
PURITY BODY FLAVOR and Design	332,889	03/03/1936
BALLANTINE (Stylized)	602,807	03/01/1955
THE CHOICEST PRODUCT OF THE BREWER'S ART (Stylized)	623,230	03/13/1956
PURITY BODY FLAVOR and Design	623,234	03/13/1956
Miscellaneous Design	920,310	09/14/1971

Unregistered Trademarks

None, except:

TRADEMARK

REEL 198 FRAME 140

Pending Trademark Applications

None, except:

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>	Registration Number
FALSTAFF LITE BEER and Design	74/467933	12/09/1993	1887384
FALSTAFF	74/467934	12/09/1993	1869863
FALSTAFF and Design	74/467936	12/09/1993	1897678
FALSTAFF NA and Design	74/467937	12/09/1993	1879982
BALLANTINE	74/480167	01/14/1994	
Miscellaneous Design	74/480169	01/14/1994	1872725
Miscellaneous Design	74/480170	01/14/1994	1872726
INDIA PALE ALE	74/480171	01/14/1994	1883843
INDIA PALE ALE BALLANTINE and Design	74/480172	01/14/1994	1888765

Trade Names

None, except:

Pending Service Mark Applications

None, except:

Registered Service Marks

None, except:

TRADEMARK

REEL 198 FRAME 141

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

License Agreements

None, except:

HAFFENREFFER	604,927	LICENSOR: Haffenreffer
DESIGN (Coat of Arms)	865,895	LICENSOR: Haffenreffer

TRADEMARK

REEL 198 FRAME 142

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RECORDED: 05/17/1999

TRADEMARK
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