

RECORDATION FORM COV
TRADEMARKS

05-27-1999

COMMERCE
Trademark Office



101047458

Tab settings MD 5-17-99

To the Honorable Commissioner of Patents and Trademarks: Please record.

1. Name of conveying party(ies):
The Stroh Brewery Company

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: April 30, 1999

2. Name and address of receiving party(ies)

Name: Miller Brewing Company

Internal Address: _____

Street Address: 3939 West Highland Boulevard

City: Milwaukee State: WI ZIP: 53208

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

74/421,217

B. Trademark Registration No.(s)

799,986 1,857,834 1,748,771 1,729,715

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: 5

7. Total fee (37 CFR 3.41).....\$ 140.00

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 NTRM11 00000028 74421217

DO NOT USE THIS SPACE

01 FC:481

40.00 DP

02 FC:482

100.00 DP

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: 5

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

U.S. TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective this 30th day of April, 1999 ("Effective Date"), from **THE STROH BREWERY COMPANY**, an Arizona corporation located at 100 River Place, Detroit, MI 48207 ("Assignor"), to **MILLER BREWING COMPANY**, a Wisconsin corporation located at 3939 West Highland Boulevard, Milwaukee, WI 53208 ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to certain intellectual property relating to the business of manufacturing and distributing malt and other beverage products under the Colt 45 brand name including, but not limited to, all rights, priorities and privileges relating to the U.S. Intellectual Property (as defined in the Purchase and Sale Agreement dated February 8, 1999, to which Assignor and Assignee are both parties and pursuant to which this Assignment is made) of Assignor pertaining to the Colt 45 brand (and any variation thereof) and any product line extensions or derivatives pertaining thereto, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom and the registrations, applications, and related licenses listed on Schedule A (hereinafter, the "U.S. Colt Marks"); and

WHEREAS Assignee wishes to acquire from Assignor the U.S. Colt Marks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration (including that recited in the Purchase and Sale Agreement dated as of February 8, 1999), the receipt and adequacy of which are hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns forever, free and clear of all liens and encumbrances, Assignor's entire right, title and interest in the U.S. Colt Marks, together with the goodwill of Assignor's business appertaining thereto, all income, royalties, damages and payments now or hereafter due or payable in respect to the U.S. Colt Marks, and all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present and future infringement and/or dilution of the U.S. Colt Marks and the rights thereto.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official whose duty it is to issue trademarks, to issue the same to the said Assignee, its successors and assigns, in accordance with the terms of this assignment.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such U.S. Colt Marks, as fully and as entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

Assignor also shall, without further considerations, comply with all reasonable requests by Assignee, at no expense, to execute promptly any additional documents and to take promptly any further action necessary to vest good, valid and marketable title to the U.S. Colt Marks in the Assignee.

IN WITNESS WHEREOF, the parties hereto have executed this assignment on the date first written above.

THE STROH BREWERY COMPANY

By 

Name: George E. Kuehn

Title: Exec. V.P., Gen. Counsel & Sec.

MILLER BREWING COMPANY

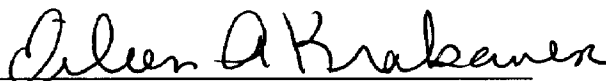
By 

Name: Paul Napieralski

Title: V.P. of Finance

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 21st day of April, 1999, before me personally appeared George E. Kuehn, to me known, who, being by me duly sworn, did depose and say that he/she resides in Michigan, and that he/she is the Executive V.P., General Counsel & Secretary of **THE STROH BREWERY COMPANY**, a company organized under the laws of the United States of America, described in and which executed the foregoing instrument with full authority, and that he/she signed his/her name thereto pursuant to such authority.




Notary Public

EILEEN KRAKAUER
Notary Public, State of New York
No. 31-4637224
Qualified in New York County
Commission Expires April 30, 2000

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 21st day of April, 1999, before me personally appeared Paul Napieralski, to me known, who, being by me duly sworn, did depose and say that he/she resides in Wisconsin, and that he/she is the V.P. of Finance of **MILLER BREWING COMPANY**, a company organized under the laws of the United States of America, described in and which executed the foregoing instrument with full authority, and that he/she signed his/her name thereto pursuant to such authority.



Notary Public

EILEEN KRAKAUER
Notary Public, State of New York
No. 31-4637224
Qualified in New York County
Commission Expires April 30, 2000

SCHEDULE A
COLT (UNITED STATES) TRADEMARKS

MATTER NO.	TRADEMARK	COUNTRY	STATUS	APP. NO.	REG. NO.	FILE DATE	REG. DATE
64608-269	COLT	United States	Registered	72/188,135	799,986	3/6/64	12/7/65
64608-409	COLT YAC	United States	Abandoned	74/421,217		8/6/93	
64608-272	COOL COLT	United States	Registered	74/362,829	1,857,834	3/1/93	10/11/94
64608-277	DOUBLE DEUCE	United States	Registered	74/287,557	1,748,771	6/23/92	1/26/93
64608-313	IT WORKS EVERYTIME	United States	Registered	74/251,442	1,729,715	3/2/92	11/3/92