

RECORDATION FORM COVER SHEET
TRADEMARKS OFFICE

05-27-1999



COMMERCE
Trademark Office

Tab settings

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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

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

2. Name and address of receiving party(ies)

Name: Pearl Brewing Company

Internal Address: _____

Street Address: 312 Pearl Parkway

City: Sab Antonio State: TX ZIP: 78215

- 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

3. Nature of conveyance:

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

Execution Date: April 30, 1999

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: _____

31

7. Total fee (37 CFR 3.41).....\$ 790.00

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 00000024 115080

DO NOT USE THIS SPACE

01 FC 401
02 FC 402

40.00 DP
750.00 DP

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: _____

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

TRADEMARK
REEL: 001908 FRAME: 0786

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

Tab settings

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

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: Pearl Brewing Company

Internal Address:

Street Address: 312 Pearl Parkway

City: San Antonio State: TX ZIP: 78215

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

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Chester Rothstein Name of Person Signing

Signature

May 17, 1999 Date

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

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TRADEMARK REEL: 001908 FRAME: 0787

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>
COUNTRY CLUB and Design	115,080	01/23/1917
TEXAS PRIDE	315,875	08/14/1934
Miscellaneous Design	321,042	01/15/1935
GOETZ PALE and Design	328,131	09/17/1935
GOETZ and Design	643,695	04/02/1957
GOETZ COUNTRY CLUB and Design	663,235	06/17/1958
PEARL FINE LAGER BEAR BREWED WITH PURE SPRING WATER FROM THE COUNTRY OF 1100 SPRINGS XXX SINCE 1886 and Design	977,847	01/29/1974
BREWED WITH PURE SPRING WATER FROM THE COUNTRY OF 1100 SPRINGS	991,563	08/20/1974
THERE'S A LITTLE BIT OF TEXAS IN EVERY DROP OF PEARL	1,003,458	01/28/1975
AMERICA'S PREMIUM MALT LIQUOR	1,007,197	03/18/1975

TRADEMARK
REEL 1194 FRAME 201

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
AMERICA'S PREMIUM MALT LIQUOR	1,542,795	06/06/1989
TEXAS PRIDE	1,548,550	07/18/1989
BREWED WITH PURE SPRING WATER FROM THE COUNTRY OF 1100 SPRINGS	1,550,433	08/01/1989
1100 SPRINGS WATER	1,550,434	08/01/1989
GOETZ MALT BEVERAGE (SAY "GETZ") and Design	1,550,435	08/01/1989
TEXAS PRIDE LITE	1,550,436	08/01/1989
PEARL	1,550,437	08/01/1989
SINCE 1886 PEARL FINE LAGER BEER BREWED WITH PURE SPRING WATER FROM THE COUNTRY OF 1100 SPRINGS and Design	1,550,438	08/01/1989
PEARL LIGHT LAGER BEER BREWED WITH PURE SPRING WATER FROM THE COUNTRY OF 1100 SPRINGS and Design	1,550,439	08/01/1989
PILSENER CLUB	1,550,440	08/01/1989
XXX and Design	1,550,441	08/01/1989
JAX	1,550,442	08/01/1989
GOETZ	1,550,443	08/01/1989
GOETZ BEER and Design	1,550,444	08/01/1989
COUNTRY CLUB	1,550,445	08/01/1989
COUNTRY CLUB MALT LIQUOR and Design	1,553,162	08/22/1989

TRADEMARK

REEL 194 FRAME 202

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
GOETZ PALE THE FAMOUS NEAR BEER and Design	1,553,163	08/22/1989
NA and Design	1,556,005	09/12/1989
FROM THE COUNTRY OF 1100 SPRINGS	1,557,131	09/19/1989
PEARL LAGER BEER and Design	1,558,336	09/26/1989

Unregistered Trademarks

None, except:

Pending Trademark Applications

None, except:

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>
BREWED WITH PURE SPRING WATER FROM THE COUNTRY OF 1100 SPRINGS and Design	74/480168	01/14/1994

Registration Number

1875482

REEL 1194 FRAME 203

Trade Names

None, except:

Pending Service Mark Applications

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 1194, Frame 0190, in the U.S. Patent and Trademark Office on or about August 11, 1994, by and between Pearl Brewing Company, ("Borrower"), having its chief executive office and mailing address at 312 Pearl Parkway, San Antonio, Texas 78215, 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. HULLOCK to me known, who, being by me duly sworn, did depose and say that he resides at 233 S. WACKER - 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

