

06-16-1999



COVER SHEET
S ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

MPD 6-15-99

To the Honorable Commissioner:

101067118

of the attached original documents or copy thereof.

1. Name of conveying party(ies):

Pabst Brewing Company

- Individual(s)
- General Partnership
- Corporation-State of Delaware
- 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:State: Zip: Milwaukee, Wisconsin 53202

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporate-State of Wisconsin
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No N/A
(Designations must be a separate document from assignment)

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

898,407 1,198,189 1,198,190 611,870
 861,768 533,200 900,930 753,825
 1,815,069 1,883,844

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Marta S. Levine

Internal Address: _____

Street Address: Quarles & Brady

411 East Wisconsin Avenue

City: Milwaukee State: Wisconsin Zip: 53202

6. Total number of applications and registrations involved:

10

7. Total Fee (37 CFR 3.41)\$ 265.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number

17-0055

(Attach duplicate copy of this page if paying by deposit account)

06/16/1999 NTHA11 00000073 170055 898407

DO NOT USE THIS SPACE

01 FC:481 40.00 CH
02 FC:482 265.00 CH

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.

Cheryl M. Smukowski
Name of person signing

Cheryl Smukowski
Signature

6-10-99
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 and Trademarks, Box Assignments
Washington, D.C. 20231

Confirmatory Assignment of Trademarks

This Confirmatory Assignment of Trademarks is made as of the 30th day of April, 1999, by and between Pabst Brewing Company, a Delaware corporation with its principal place of business at 100 Shoreline Highway, Building B, Suite 395, Mill Valley, California 94941 (the "Seller"), and Miller Brewing Company, a Wisconsin corporation with its principal place of business at 3939 West Highland Boulevard, Milwaukee, Wisconsin 53202 (the "Buyer").

WHEREAS, the Seller is the owner of the trademarks, and the registrations and applications for registration therefor, as listed on **Schedule A hereto**.

AND WHEREAS, the Buyer is desirous of acquiring said trademarks, the registrations and applications for registration therefor, and the Business and good will of the Business in connection therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Seller agrees to sell, assign, and transfer to the Buyer, and does hereby sell, assign, and transfer to said Buyer, all of Seller's entire right, title and interest in and to the trademarks and the registrations and applications for registration therefor, together with the good will of the Business symbolized by said trademarks, and the Seller's entire right, title and interest in and to any and all claims and demands it may have, at law or in equity, for past infringement of said trademarks.

This Confirmatory Assignment of Trademarks is governed by and subject to the terms of that Exchange Agreement by and between the parties, dated as of February 8, 1999.

IN WITNESS WHEREOF, the Seller has caused this Confirmatory Assignment of Trademarks to be executed and sealed by its duly authorized officer as of the date first written above.

PABST BREWING COMPANY

By: 

Name: WILLIAM BITTING

Title: Pres. CEO

STATE OF New York)
New York COUNTY)

Personally came before me this April 29, 1999, the above named individual, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Eileen A Krakauer
Notary Public, State of _____

(SEAL)

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

Schedule A

MKE\4312078.2

SCHEDULE 1.41A. U.S. Trademarks:1. Active:

U.S.	Reg. 898,407	BORN IN THE LAND OF SKY BLUE WATERS
U.S.	Reg. 1,198,189	DESIGN (Bear)
U.S.	Reg. 1,198,190	DESIGN (Bear)
U.S.	Reg. 611,870	FROM THE LAND OF SKY BLUE WATERS (Stylized)
U.S.	Reg. 861,768	FROM THE LAND OF SKY BLUE WATERS COMES THE WATER BEST FOR BREWING
U.S.	Reg. 533,200	HAMM'S (Stylized Letters)
Florida	Reg. 9-20614	HAMM'S
Alaska	Reg. 0841	HAMM'S
Nev.	Reg. Vol. 10, Page 97	HAMM'S
U.S.	Reg. 900,930	HAMM'S (& Design)
U.S.	Reg. 753,825	HAMM'S BEER (& Design)
U.S.	Reg. 1,883,844	OLDE ENGLISH 800 (Block Letters)
U.S.	Reg. 1,815,069	OLDE ENGLISH BRAND 800 (& Design)
U.S.	N/A N/A	Tiger Design

2. Inactive:

U.S.	Reg. 986,108	DESIGN (Bear)
U.S.	Ser. 74/504,862	HAMM'S & Design
U.S.	Reg. 567,429	HAMM'S (Stylized)
U.S.	Reg. 871,427	OLDE ENGLISH "800" (& Design)

B. U.S. Patents:

None.

C. U.S. Copyrights:

Seller has used outside agencies and independent contractors for its advertising campaigns, jingles, and other promotional/marketing items including, without limitation, the items listed in the schedules in this Agreement. Seller does not have any written agreements transferring intangible intellectual property law ownership of these to Seller. As such, Seller may not own the intellectual property law rights to these items.

D. Domain Name Registrations:

None.

E. Advertising Campaign Materials:

Seller has used outside agencies and independent contractors for its advertising campaigns, jingles, and other promotional/marketing items including, without limitation, the advertising campaign materials and the like being sold to Buyer. Seller does not have any written agreements transferring intangible intellectual property law ownership of these to Seller. As such, Seller does not own the intellectual property law rights to these materials.

x:\wbo\pabr\miller\schedule 1.41