



06-04-1999

06-17-1999



TO: **ATTN: Box ASSIGNMENTS/FEE**  
**Assistant Commissioner of Trademark**  
**2900 Crystal Drive**  
**Arlington, VA 22202-3513**

Please record the attached original document

MD 6-4-99  
CJM

**1. NAME OF CONVEYING PARTY(IES):**

Pabst Brewing Company,  
a Delaware corporation

ADDITIONAL NAME(S) OF CONVEYING PARTIES  
ATTACHED?  YES  NO

101067350

**2. NAME AND ADDRESS OF RECEIVING PARTY(IES):**

The Stroh Companies, Inc.  
A Delaware corporation  
100 River Place  
Detroit, MI 48207

If assignee is not domiciled in the United States, a  
domestic representative designation is attached.   
YES  NO

(Designation must be a separate document from  
Assignment.)

ADDITIONAL NAME(S) AND ADDRESS(ES)  
ATTACHED?  YES  NO

**3. NATURE OF CONVEYENCE:**

License Agreement executed April 30, 1999.

**4. APPLICATION NUMBER(S) OR PATENT NUMBER(S):**

A. Trademark Application No.(s): \_\_\_  
Additional numbers attached?  
 Yes  No

B. Trademark Registration No.(s): Reg. No.  
71,606 December 1, 1908  
Additional numbers attached?  
 Yes  No

**5. NAME AND ADDRESS OF PARTY TO WHOM CORRESPONDENCE CONCERNING DOCUMENT SHOULD BE MAILED:**

NAME: William B. Nash  
INTERNAL ADDRESS: Miller, Sisson, Chapman &  
Nash, PC  
STREET ADDRESS: 300 Convent Street, Suite 1650  
CITY: San Antonio  
STATE: Texas ZIP CODE: 78205

**6. TOTAL NUMBER OF APPLICATIONS AND REGISTRATIONS INVOLVED:** One (1) (\$40.00 first/\$25.00 add'l)

**7. TOTAL FEE (37 CFR 3.41):** \$40.00  
 Enclosed  
 Authorized to Charge Account No. 07-2400.

**8. DEPOSIT ACCOUNT NUMBER 07-2400.** (Attach duplicate copy of this form if paying by deposit account.)

06/17/1999 NTHAI1 00000031 71606

DO NOT USE THIS SPACE

01 FC:481 **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.

*William B. Nash*  
WILLIAM B. NASH

*June 3, 1999*  
DATE

## LICENSE AGREEMENT

THIS AGREEMENT dated as of the 30th day of April, 1999, by and among Pabst Brewing Company, a Delaware corporation, with its principal offices at 100 Shoreline Highway, Building B, Suite 315, Mill Valley, California (hereinafter referred to as "Licensor"), THE STROH COMPANIES, INC., a Delaware corporation, and THE STROH BREWERY COMPANY, an Arizona corporation, both with their principal offices at 100 River Place, Detroit, Michigan (hereinafter collectively referred to as "Licensee").

### WITNESSETH

WHEREAS, Licensor is the sole and exclusive owner of all proprietary and other property rights and interest in and to those trademarks identified on Schedule A attached hereto and made a part hereof (hereinafter, collectively, the "Trademarks"), together with all designs, logos and artwork connected therewith, all of which are used by Licensor in connection with the labeling, advertising and promotion of certain beverage products;

WHEREAS, Licensee desires to use the Trademarks, to sell and/or distribute items bearing the Trademarks, it being understood that such use shall not be in connection with, and such items shall not include, beverages, alcoholic or non-alcoholic, or to provide certain services in connection with which items may bear the Trademarks (hereinafter such items collectively shall be referred to as the "Licensed Goods"); and

WHEREAS, Licensor is willing to grant Licensee a license to reproduce and utilize the Trademarks of the Licensor on the Licensed Goods.

NOW THEREFORE, in consideration of the mutual covenants, conditions and terms specified herein, together with good and valuable consideration, the receipt and

sufficiency of which is hereby mutually acknowledged, it is understood and agreed by and among the parties hereto as follows:

**1. GRANT.**

(a) Licensor hereby permits the Licensee, and grants to Licensee, and any sublicensees of Licensee, a perpetual royalty free license to use, sell and/or distribute Licensed Goods bearing the Trademarks, subject to the terms, conditions and limitations hereafter set forth.

(b) The license granted herein shall be exclusive to Licensee. Licensor shall not authorize others not affiliated with the Licensee to use the Trademarks in the use, sale and/or distribution of goods which may be the same, similar or dissimilar to the Licensed Goods.

(c) Notwithstanding the rights granted herein, Licensor reserves its right to use the Trademarks on all items used, sold or distributed in connection with the sale or promotion of all beverages, alcoholic and non-alcoholic, including goods which are similar or identical to the Licensed Goods.

**2. TERRITORY.**

The rights granted herein shall be worldwide.

**3. MANNER OF USE.**

(a) Licensee recognizes that the manner in which Licensee uses the license herein granted could have a significant effect on the quality image Licensor desires to protect and maintain. Licensee agrees as a condition to the grant of the license, always

to use the Trademarks in a manner consistent with a quality image and at least as high as the Licensee's quality when Licensee owned the Trademarks.

(b) Licensee hereby waives all claims to any rights, whether of trademark, trade name, copyright or otherwise, beyond the limited permission to the use herein granted, in the matter of advertising or displaying said Trademarks, on the Licensed Goods, or in any other way, it being understood Licensee retains all such rights in original, non-Trademark elements of advertising or display.

(c) Licensee agrees that it will not use the Trademarks in connection with the sale, distribution or advertising of any beverage products, alcoholic or non-alcoholic.

(d) Copyright, trademark or other protection relating to the Licensed Goods shall be obtained by Licensee at its expense. Licensor shall fully cooperate with Licensee, at no expense to Licensor, in any action by Licensee for protection of such rights and shall furnish Licensee with all information and specimens which it may require for use in procuring the same, or in pursuing instances of infringement by third parties.

(e) Licensee agrees to permit designated representatives of Licensor, upon five (5) business days written notice, to inspect the manufacturing, shipping and selling locations where Licensed Goods are produced, shipped or sold during normal business hours for the purpose of enabling Licensor to determine whether or not Licensee is meeting the standards of quality required under this Agreement.

#### 4. TERMINATION.

In the event Licensee breaches any of the material provisions of this Agreement, Licensor shall have the right immediately to notify Licensee of this default upon giving

written notice by registered or certified mail, and of its intention to terminate this Agreement unless such default is corrected by Licensee within one hundred twenty (120) days from the date of such notice.

In the event that such notice is sent, Licensor and Licensee shall, within thirty (30) days of receipt of such notice discuss in good faith how such default may be cured, and such discussion shall include the possibility of extending the period in which such default shall be cured or modified in a mutually satisfactory manner to meet the requirements of this Agreement. If the parties are unable to arrive at a mutually satisfactory solution, or if such default is not corrected within the aforementioned time period, or as such time period may be extended, Licensor shall be entitled to terminate this Agreement.

In the event of such termination for cause, Licensee shall have the right, for a period of one hundred twenty (120) days from the date of such termination, to dispose of Licensed Goods either on hand or which will be sold or distributed upon uncancellable orders. Licensee shall give prompt notice to Licensor of the amount of such Licensed Goods on hand or being purchased under uncancellable orders, and Licensee shall afford Licensor an opportunity to verify such information. At the conclusion of the foregoing one hundred twenty (120) day period, the terminated Licensee shall be prohibited from using, selling, distributing, or in any way making available any Licensed Goods upon which Licensor's Trademarks have been reproduced. Any Licensed Goods not disposed of within the said one hundred twenty (120) day period shall be destroyed by Licensee, or reprocessed in such a way that Licensor's Trademarks are no longer present on the goods in whole or in part. No waiver by Licensor at any time, express or implied, of any breach of any provision of

this Agreement shall be deemed a waiver of a breach of any other provision of this License Agreement or a consent to any subsequent breach of the same or of any other provision.

5. **ASSIGNMENT.**

Licensee shall obtain Licensor's prior written consent for any sublicense, assignment, transfer, conveyance or encumbrance of any right or interest granted hereunder, provided Licensor's consent shall not be unreasonably denied; and provided further, that Licensee shall have the right to transfer its rights hereunder to any person purchasing all or substantially all of the Licensee's assets, provided such person agrees to be bound by all terms and conditions of this Agreement.

6. **NOTICES.**

Notice by any party is deemed given when mailed postage prepaid, certified or registered, return receipt requested, addressed to the other parties at the address appearing below:

**Licensor:** Pabst Brewing Company  
100 Shoreline Highway  
Building B, Suite 315  
Mill Valley, CA 94941  
Attn: William M. Bitting

**Licensee:** The Stroh Brewery Company  
100 River Place  
Detroit, MI 48207  
Attn: President

The Stroh Companies, Inc.  
100 River Place  
Detroit, MI 48207  
Attn: President

Any party may by written notice to the others change the address to which any such communication shall be sent, and after notice of such change has been received, any communication shall be sent to such party at such changed address.

**7. RELATIONSHIP OF PARTIES.**

This Agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between the parties hereto and none of the parties hereto nor any of their employees or agents shall have the power or authority to bind or obligate the other parties.

**8. GOVERNING LAW.**

This Agreement shall be governed and construed and the legal relations shall be determined in accordance with the law of the State of Michigan.

**9. SUCCESSOR.**

Subject to the provision of Section 5, the provisions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

**10. SEVERABILITY.**

If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance, shall, to the extent, be adjudged to be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to a person or a circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term,

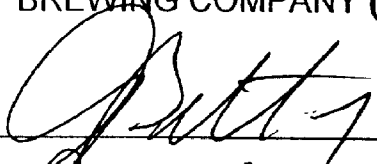
covenant, condition or provision of this Agreement shall be valid and shall be enforced to the fullest extent provided by law.

**11. ENTIRE AGREEMENT; MODIFICATION.**

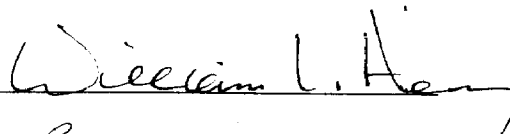
This instrument contains the entire and only Agreement among the parties hereto relating to the subject matter hereof and no oral statements or representations or prior written matter not herein contained shall have any force or effect. This Agreement may not be modified or amended except by a written agreement duly executed by all parties.

**IN WITNESS WHEREOF**, the parties hereto have set their hands the day and year first above written.

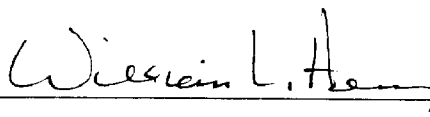
**PABST BREWING COMPANY (LICENSOR)**

By:   
Title: Pres. CRU

**THE STROH BREWERY COMPANY (LICENSEE)**

By:   
Title: PRES & CEO

**THE STROH COMPANIES, INC. (LICENSEE)**

By:   
Title: SR U.P.



**CERTIFICATE OF MAILING**

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being deposited on the date shown below with the United States Postal Service in an envelope addressed to the "Assistant Commissioner of Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513", as follows:

<p style="text-align: center;"><u>37 CFR 1.8(a)</u></p> <p>[ ] With sufficient postage as First Class Mail.</p> <p>Date: _____, 19__</p>	<p style="text-align: center;"><u>37 CFR 1.10</u></p> <p>X] As "Express Mail Post Office to Addressee", Mailing Label No. <u>EL139102475-US</u></p> <p>Date: <u>6/4</u>, 19<u>99</u></p>
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Verisa J. DARC  
Printed Name of Person Mailing Paper or Fee

Verisa J. Darc  
Signature of Person Mailing Paper or Fee

X:\wbr\pabst\federa\4191.1027\assign.cvr

SCHEDULE A

LICENSED TRADEMARKS

The following trademarks, each of which is or was registered in the United States, are the Trademarks:

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Registrant</u>
STROH'S Lion Crest & Design	71,606	12/1/1908	The Stroh Brewery Company
STROH'S Stylized Design (expired)	519,767	1/10/50	The Stroh Brewery Company

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