

07-20-1999

Atty Dkt. No. T-4191.411.01



Ⓢ  
ademarks

07-07-1999

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #34

101097373  
Arlington, VA 22202-3313

Please record the attached original document(s) or copy(ies) thereof.

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

The Stroh Brewery Company  
(An Arizona Corporation)  
100 River Place  
Detroit, Michigan 48207

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

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

Pabst Brewing Company  
(A Delaware Corporation)  
100 Shoreline Highway  
Mill Valley, California 94941

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:**

Assignment  
Execution Date: April 30, 1999

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

A. Trademark Application No.(s):  
74/517,459 filed 4/26/94 for AMERICA'S BEST  
& Design; \_\_\_/380,009 filed 4/19/93 for RED  
BULL

Additional numbers attached?  
 Yes  No

B. Trademark Registration No.(s): \_\_\_

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: Jackson Walker, LLP  
STREET ADDRESS: 112 E. Pecan, Suite 2100  
CITY: San Antonio  
STATE: Texas ZIP CODE: 78205

**6. TOTAL NUMBER OF APPLICATIONS AND REG-  
ISTRATIONS INVOLVED: \_Two\_ (\$40.00 first/\$25.00  
add'l)**

**7. TOTAL FEE (37 CFR 3.41): \$65.00**  
 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.)

DO NOT USE THIS SPACE

07/19/1999 DNGUYEN 00000248 74517459

01 FC:481 40.00 DP  
02 FC:482 25.00 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.

William B. Nash  
WILLIAM B. NASH

July 7, 1999  
DATE

**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:

<u>37 CFR 1.8(a)</u>	<u>37 CFR 1.10</u>
<input type="checkbox"/> With sufficient postage as First Class Mail.	<input checked="" type="checkbox"/> As "Express Mail Post Office to Addressee", Mailing Label No. <u>EL332553 121-25</u>
Date: _____, 19__	Date: <u>7/7</u> , 19 <u>99</u>

Verisa J. Dark  
Printed Name of Person Mailing Paper or Fee

Verisa J. Dark  
Signature of Person Mailing Paper or Fee

U.S. TRADEMARK ASSIGNMENT

**THIS ASSIGNMENT** is effective the 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 Pabst Brewing Company, a Delaware Corporation located at 100 Shoreline Highway, Mill Valley, CA 94941 ("Assignee").

WHEREAS, Assignor is the exclusive owner of all right, title and interest in and to certain United States trademarks and trademark applications listed on Schedule A annexed hereto; and

WHEREAS Assignee wishes to acquire from Assignor the entirety of Assignee's right, title and interest in and to such trademarks and trademark applications.

NOW, THEREFORE, for good and valuable consideration (including that recited in the Asset Purchase Agreement dated as of February 8, 1999, to which Assignor and Assignee are both parties), the receipt and adequacy of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors and assigns forever, free and clear of all liens and encumbrances, Assignor's entire right, title and interest in the United States trademarks and trademark applications listed on Schedule A hereto (the "Trademarks"), together with the goodwill of Assignor's business appertaining thereto and/or symbolized thereby, all income, royalties, damages and payments now or hereafter due or payable in respect to the Trademarks, 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 Trademarks and the rights thereto.

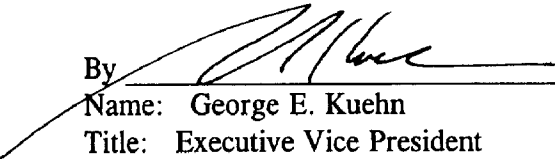
Assignee authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue trademarks, to issue the same to the said Assignee, its successors and assigns, in accordance with the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

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

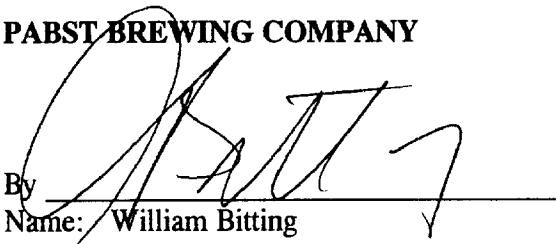
Assignor also shall, without further considerations, comply with all reasonable requests by Assignee, at no expense, to execute promptly any additional documents and to take promptly any further action necessary to vest good, valid and marketable title to the Trademarks in the Assignee.

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: Executive Vice President

**PABST BREWING COMPANY**

By   
Name: William Bitting  
Title: President/CEO

STATE OF MICHIGAN

COUNTY OF Wayne

On the 18<sup>th</sup> day of June, 1999, before me personally appeared GEORGE E. KUEHN, to me known, who, being by me duly sworn, did depose and say that he resides at 100 River Place, Detroit, Michigan, and that he is the Executive Vice President, General Counsel and 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 signed his name thereto pursuant to such authority.

(Notary Seal)

Beverly E. Fitchett  
Notary Public, State of Michigan  
Beverly E. Fitchett  
Printed Name of Notary  
Commission Expires 9-7-99

STATE OF California  
COUNTY OF Los Angeles

On this 1 day of July, 1999, before me personally appeared WILLIAM BITTING to me known, who, being by me duly sworn, did depose and say that he is the President/CEO of PABST 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 signed his name thereto pursuant to such authority.

(Notary Seal)



Donna L. Cruz  
Notary Public, State of ~~Michigan~~ California  
DONNA L. CRUZ  
Printed Name of Notary  
Commission Expires May 11, 2003

SCHEDULE "A"

Matter #	Trademark	Country	Status	Ser. #	File Date	Reg. #	Issue Date	Exp. Date
T-4191.411.01	AMERICA'S BEST & Design	United States	Pending	74/517,459	04/26/94			
T-4191.	RED BULL	United States	Pending	___/380,009	04/19/93			