

D

ME9-46-99

Atty Dkt. No. T-4191.755.01

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



09-16-1999

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

09-23-1999



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

101152022

SUBMISSION TYPE: New	CONVEYANCE TYPE: Assignment executed September 7, 1999, but effective April 30, 1999 _4_ Total number of pages of attached conveyance document including any attachments.		
CONVEYING PARTY(IES): The Stroh Brewery Company (an Arizona corporation) 100 River Place Detroit, Michigan 48207 ADDITIONAL NAME(S) OF CONVEYING PARTIES ATTACHED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	RECEIVING PARTY(IES): Pabst Brewing Company (a Delaware corporation) 100 Shoreline Highway Mill Valley, California 94941 If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.) <input type="checkbox"/> Yes <input type="checkbox"/> No ADDITIONAL NAME(S) OF RECEIVING PARTIES ATTACHED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
DOMESTIC REPRESENTATIVE: Name: (Not applicable) Address:			
CORRESPONDENT: Name: William B. Nash Address: Jackson Walker, LLP 112 E. Pecan, Suite 2100 San Antonio, TX 78205 Telephone: 210-978-7700			
APPLICATION NUMBER(S) OR PATENT NUMBER(S): <table border="0"> <tr> <td data-bbox="129 1617 795 1816"> A. Trademark Application No.(s): App. No. ___ filed ___ for "___" Additional numbers attached? <input type="checkbox"/> Yes <input type="checkbox"/> No </td> <td data-bbox="795 1617 1461 1816"> B. Trademark Registration No.(s): Reg. No. 1,823,073 issued 2/22/94 for "OLD MILWAUKEE & Design" Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </td> </tr> </table>		A. Trademark Application No.(s): App. No. ___ filed ___ for "___" Additional numbers attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	B. Trademark Registration No.(s): Reg. No. 1,823,073 issued 2/22/94 for "OLD MILWAUKEE & Design" Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
A. Trademark Application No.(s): App. No. ___ filed ___ for "___" Additional numbers attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	B. Trademark Registration No.(s): Reg. No. 1,823,073 issued 2/22/94 for "OLD MILWAUKEE & Design" Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

09/22/1999 NTHAI1 00000172 74393788

01 FC:481

40.00 DP

TRADEMARK
REEL: 001963 FRAME: 0185

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 Nash
WILLIAM B. NASH

9/16/99

DATE

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

TOTAL FEE (37 CFR 3.41): \$40.00

Enclosed

Authorized to Charge Account No. 07-2400.

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

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. <i>EL423210480-05</i>
Date: _____, 19__	Date: _____, 19__

Venisa T. DARK
Printed Name of Person Mailing Paper or Fee

Venisa T. Dark
Signature of Person Mailing Paper or Fee

X:\wbnt\pabs\Federal\4191.755\ASSIGN.CVR

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 7th day of September, 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 9-7-2003

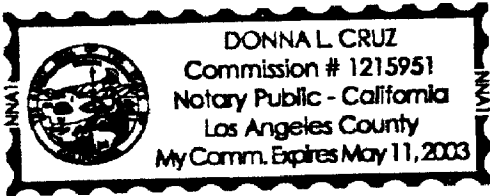
STATE OF California

COUNTY OF Los Angeles

On this 15 day of Sept., 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
DONNA L. CRUZ
Printed Name of Notary
Commission Expires May 11, 2003



Matter #	Trademark	Country	Status	Ser. #	File Date	Reg. #	Issue Date	Exp. Date
T-4191.755.01	OLD MILWAUKEE & Design	United States	Registered	74/393,788	5/24/93	1,823,073	2/22/94	2/22/2004

TRADEMARK
REEL: 001963 FRAME: 0190

RECORDED: 09/16/1999