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05-15-2000

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Expires 06/30/99
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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

OPR/FINANCE

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other Security Interest in After-Acquired Property

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

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.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

05/12/2000 JJALLAH2 00000059 76002004

01 FC:481 40.00 OP
02 FC:482 150.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002072 FRAME: 0921

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="76002004"/>	<input type="text" value="76002005"/>	<input type="text" value="76002006"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1823073"/>	<input type="text" value="1825359"/>	<input type="text" value="1378326"/>
<input type="text" value="1793785"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

CHESTER ROTHSTEIN

APRIL 21, 2000

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

CONTINUATION SHEET 1 of 1

NAMES OF ADDITIONAL CONVEYING PARTIES

- PABST BREWING COMPANY
- KELLER STREET DEVELOPMENT COMPANY
- GENERAL BREWING COMPANY
- PEARL BREWING COMPANY
- FALSTAFF BREWING CORPORATION
- OLYMPIA BREWING COMPANY
- ENTERPRISE ADVERTISING AGENCY, INC.
21-115, INC.
- BERGHOFF BREWING CORPORATION
- NARRAGANSETT BREWING COMPANY
- FALSTAFF BREWING CORPORATION,
an Indiana Corporation
- FALSTAFF BREWING CORPORATION,
a Rhode Island Corporation
- TEXAS TRANSPORTATION COMPANY

A. Pabst Brewing Company:

Matter #	Trademark	Country	Status	Ser. #	File Date	Reg. #	Issue Date	Exp. Date
T-4191.755.01	OLD MILWAUKEE & Design - 13	United States	Registered	393,788	5/24/1993	1,823,073	2/22/1994	
T-4191.756.01	OLD MILWAUKEE - 14	United States	Registered	383,642	4/26/1993	1,825,359	3/8/1994	
T-4191.1011.01	STROH'S - 1	United States	Registered	509,298	11/19/1984	1,378,326	1/14/1986	
T-4191.1018.01	STROH'S (Stylized) - 2	United States	Registered	309,454	8/31/1992	1,793,785	9/21/1993	

B. Pearl Brewing Company:

Matter #	Trademark	Country	Status	Ser. #	File Date	Reg. #	Issue Date	Exp. Date
T-4188.079.01	PEARL LIGHT TEXAS' OLDEST BREWERY & Design	United States	Pending	761002,004	3/16/2000			
T-4188.078.01	PEARL ORIGINAL TEXAS BREW & Design	United States	Pending	761002,005	3/16/2000			
T-4188.080.01	PEARL TEXAS' OLDEST BREWERY & Design	United States	Pending	761002,006	3/16/2000			

NOTICE OF SECURITY INTEREST IN AFTER-ACQUIRED PROPERTY

This NOTICE OF SECURITY INTEREST IN AFTER-ACQUIRED PROPERTY, dated March 23, 2000, is delivered pursuant to and supplements (i) the Credit Agreement, dated as of April 30, 1999, among S&P Company, a California corporation ("Holdings"), Pabst Brewing Company, a Delaware corporation (the "Borrower"), the several banks and other financial institutions or entities from time to time parties thereto, Lehman Brothers Inc., as advisor, lead arranger and book manager (the "Arranger") and Lehman Commercial Paper Inc., as administrative agent (the "Administrative Agent") (such Credit Agreement, as amended and restated pursuant to the Amended and Restated Credit Agreement, dated as of March 23, 2000, among Holdings, the Borrower, the several banks and other financial institutions or entities from time to time parties thereto, the Arranger and the Administrative Agent, and as otherwise amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), (ii) the Guarantee and Collateral Agreement, dated as of April 30, 1999 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), by the Grantors (as defined therein) in favor of the Administrative Agent and the other Secured Parties (as defined therein), (iii) the Intellectual Property Security Agreement (Omnibus), dated as of April 30, 1999 (as amended, supplemented or modified from time to time, the "Omnibus Agreement"), by the Grantors (as defined therein) in favor of the Administrative Agent for the Secured Parties (as defined in the Credit Agreement); (iv) the Intellectual Property Security Agreement (United States), dated as of April 30, 1999 (as amended, supplemented or modified from time to time, the "US Agreement"), by the Grantors (as defined therein) in favor of the Administrative Agent for the Secured Parties (as defined in the Credit Agreement) and (v) the Intellectual Property Security Agreement (Canada), dated as of April 30, 1999 (as amended, supplemented or modified from time to time, the "Canada Agreement" and, together with the Guarantee and Collateral Agreement, the Omnibus Agreement and the US Agreement, the "Security Agreements"), by the Grantors (as defined therein) in favor of the Administrative Agent for the Secured Parties (as defined in the Credit Agreement). Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Guarantee and Collateral Agreement.

Pursuant to the Guarantee and Collateral Agreement, each Grantor under each Security Agreement grants to the Administrative Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the Intellectual Property Collateral listed on Schedule A attached hereto. All such Intellectual Property Collateral constitutes After-Acquired Intellectual Property under the Guarantee and Collateral Agreement, and shall be deemed to be part of the Intellectual Property Collateral and the Collateral and shall be hereafter subject to each of the terms and conditions of the Security Agreements and the grants thereunder.

Dated: As of March 23, 2000

IN WITNESS WHEREOF, the undersigned have caused this Notice of Security Interest in After-Acquired Property to be duly executed and delivered by its duly authorized officer as of the date first above written.

S&P COMPANY
PABST BREWING COMPANY
KELLER STREET DEVELOPMENT
COMPANY
GENERAL BREWING COMPANY
PEARL BREWING COMPANY
FALSTAFF BREWING CORPORATION
OLYMPIA BREWING COMPANY
ENTERPRISE ADVERTISING AGENCY,
INC.
21-115, INC.
BERGHOFF BREWING CORPORATION
NARRAGANSETT BREWING
COMPANY
FALSTAFF BREWING CORPORATION,
an Indiana corporation
FALSTAFF BREWING CORPORATION,
a Rhode Island corporation
TEXAS TRANSPORTATION COMPANY

By: 

Name: William M. Bitting

Title: President and CEO and/or
Secretary of all the above-listed
Loan Parties