Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨⇨⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Morgan Guaranty Trust Company of New York

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☑ Other Banking Organization

Additional name(s) of conveying party(ies) attached? ☐ Yes ☑ No

2. Name and address of receiving party(ies)
Name: The Stroh Brewery Company
Internal Address:
Street Address: 100 River Place
City: Detroit State: MI Zip: 48207

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☑ Corporation-State Arizona
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☑ No

3. Nature of conveyance:
☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☑ Other Release of Security Interest
Execution Date: 04/22/99

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2,280,777
2,121,350

Additional number(s) attached ☐ Yes ☑ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Marta S. Levine
Internal Address: Quarles & Brady LLP
Street Address: 411 East Wisconsin Avenue
City: Milwaukee State: WI Zip: 53202

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) ..... $ 65.00
☐ Enclosed
☑ Authorized to be charged to deposit account

8. Deposit account number:
17-0055

DO NOT USE THIS SPACE

9. Signature.

Cheryl M. Smukowski
Name of Person Signing

Cheryl Smukowski
Signature

May 21, 2002
Date

Total number of pages including cover sheet, attachments, and document: 16

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

700013211

RELEASE AND TERMINATION OF SECURITY INTEREST

WHEREAS, pursuant to the provisions of a Credit Agreement dated as of July 1, 1996 and related agreements and documents, all as amended (hereinafter collectively, the "Credit Agreement") among, inter alia, THE STROH BREWERY COMPANY, an Arizona corporation, having its offices at 100 River Place, Detroit, Michigan 48207 (hereinafter "STROH"), the Lenders referred to therein, NBD BANK as Managing Agent, and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a banking organization with offices formerly at 23 Wall Street, New York, New York 10002, and subsequently at 60 Wall Street, New York, New York 10260, as Agent (hereinafter "MORGAN"), STROH granted to MORGAN, as Agent, a security interest in certain property to secure the payment and performance of the Secured Obligations (as defined in the Credit Agreement) of STROH to MORGAN as described in said Credit Agreement; and

WHEREAS, pursuant to the terms of a security agreement dated as of July 1, 1996 (the "Security Agreement") Stroh granted to Morgan, as collateral agent for the Secured Parties referred to therein, a continuing security interest in certain assets of Stroh (the "Secured Property"); and

WHEREAS, pursuant to the terms of:

(1) a Trademark Security Agreement (the "Trademark Security Agreement") dated as of July 1, 1996, recorded in the United States Patent and Trademark Office at Reel 1554, Frame 0136, and re-recorded at Reel 1643, Frame 0001, and at Reel 1744, Frame 0327 and Reel 1744, Frame 0194, both relative to licenses; and

(2) an Addendum No. 1 to the Trademark Security Agreement recorded in the United States Patent and Trademark Office at Reel 1621, Frame 0829; and

(3) an Addendum No. 2 to the Trademark Security Agreement recorded in the United States Patent and Trademark Office at Reel 1663, Frame 0473 and at Reel 1744, Frame 0204 relative to licenses; and

(4) an Addendum No. 3 to the Trademark Security Agreement recorded in the United States Patent and Trademark Office at Reel 1767, Frame 0954, Reel 1758, Frame 0996, and Reel 1767, Frame 0949, all three relative to licenses; and

(5) an Addendum No. 4 to the Trademark Security Agreement filed for recordation in the United States Patent and Trademark Office on March 3, 1999, but which has not yet received a Reel and Frame number, including for licenses (collectively the "Trademark Security Documents"), STROH confirmed the security interest under the Credit Agreement and the Security Agreement by granting a first priority perfected security interest to MORGAN on certain property, including but not limited to trademarks and trademark licenses, and all goodwill associated therewith, defined therein as the "Trademark Collateral"; and

WHEREAS, MORGAN acknowledges that it has not transferred, licensed, or otherwise encumbered the Secured Property or the Trademark Collateral; and

WHEREAS, STROH has fulfilled all of its Secured Obligations as described in the Credit Agreement, the Security Agreement, and the Trademark Security Documents and MORGAN intends by this document to release any and all interest in the Secured Property and the Trademark Collateral.

TRADEMARK
REEL: 002472 FRAME: 0488

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, MORGAN does hereby confirm that it cancels, releases, terminates and no longer claims a security interest in or to the Secured Property or the Trademark Collateral, or pursuant to the Credit Agreement or the Security Agreement or the Trademark Security Documents including but not limited to the trademarks and trademark licenses set forth on Schedule A annexed hereto and made a part hereof, and further hereby does sell, assign and transfer and set over unto Stroh, its successors, legal representatives, and assigns the entire right, title and interest in, to and under the Secured Property and the Trademark Collateral as may have been conveyed by the Credit Agreement, Security Agreement and/or Trademark Security Documents.

AND MORGAN DOES HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States to issue the same to Stroh, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

MORGAN warrants and represents to STROH that it has taken no action to encumber the Secured Property or the Trademark Collateral.

This Release and Termination of Security Interest shall be binding upon MORGAN, as Agent, and shall inure to the benefit of STROH, its successors and assigns.

IN WITNESS WHEREOF, MORGAN has caused these presents to be signed by its Vice President this 22 day of April, 1999.

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as Agent

By [signature]
Name: Richard A. Burke
Title: Vice President

State of Delaware)
) ss.:
County of New Castle)

On this 22 day of April, 1999, before me personally appeared Richard A. Burke, to me known, who, being by me duly sworn, did depose and say that he resides at New York, and that he is Vice President of Morgan Guaranty Trust Company of New York, the New York banking organization described in and which executed the foregoing instrument with full authority of the Board of Directors of said corporation, and that he signed his name thereto pursuant to such authority.

Bry Dulin Foster
Notary Public

EXCLUSIVE TRADEMARK LICENSES

Name of Agreement	Parties Licensor/Licensee	Date of Agreement	Subject Matter
As Licensee			
License Agreement	Between Get a Gripp, II, Inc. and The Stroh Brewery Company	10/01/94	
License Agreement	Between Piel Bros. Ltd. and The Stroh Brewery Company	1/13/88	Regarding a worldwide license of the "Piels" and "Trommers" trademarks
Trademark License Agreement	Between ABC Liquors, Inc. and The Stroh Brewery Company	5/25/95	In connection with "Lost River"
License Agreement	Between The McKenzie River Corporation and McKenzie River Partners (of which The Stroh Brewery Company is a partner)	5/10/93	Licensing the "St. Idea" mark
Trademark License Agreement	Between Hogs Breath International and The Stroh Brewery Company	8/11/95	Regarding the use by Stroh of the "Hogs Breath" mark
Trademark License Agreement	Between Sloppy Joes International, Inc. and Company	12/11/95	Regarding the use by Stroh of the "Sloppy Joe's" mark
Advertising Agreement	Between Sony Signatures Inc., as agent for Comedy III Productions, Inc. and The Stroh Brewery Company	10/27/95	Licensing of Three Stooges Proprietary subject matter

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License Agreement	Between Joseph Corniglia Winery, Inc. and Green Mountain Cidery (of which The Stroh Brewery Company is a partner)	6/1/96	For use of the marks "Woodchuck," "Hart's Bend," "Vermont Cider," and "Beverage and More"
License Agreement	Between Colt Breweries of America, B.V. and G. Heileman Brewing Company, Inc.	12/16/94	For "Colt" and "Colt 45"
<u>As Licensor</u>			
Trademark License Agreement	Between Rajasthan Breweries Limited and The Stroh Brewery Company	7/22/94	Regarding certain Stroh trademarks

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EXCLUSIVE TRADEMARK LICENSES

Name of Agreement	Parties Licensor/Licensee	Date of Agreement	Subject Matter
As Licensee			
License Agreement	Between Cat & Gripp, II, Inc. and The Stroh Brewery Company	10/01/94	
License Agreement	Between Piel Bros. Ltd. and The Stroh Brewery Company	1/13/88	Regarding a worldwide license of the "Piels" and "Tromsers" trademarks
Trademark License Agreement	Between ABC Liquors, Inc. and The Stroh Brewery Company	5/25/95	In connection with "Lost River"
License Agreement	Between The McKenzie River Corporation and McKenzie River Partners (of which The Stroh Brewery Company is a partner)	5/10/93	Licensing the "St. Idee" mark
Trademark License Agreement	Between Hogs Breath International and The Stroh Brewery Company	8/11/95	Regarding the use by Stroh of the "Hogs Breath" mark
Trademark License Agreement	Between Sloppy Joes International, Inc. and Company	12/11/95	Regarding the use by Stroh of the "Sloppy Joe's" mark
Advertising Agreement	Between Sony Signatures Inc., as agent for Comedy III Productions, Inc. and The Stroh Brewery Company	10/27/95	Licensing of Three Stooges Proprietary subject matter

License Agreement	Between Joseph Corniglia Winery, Inc. and Green Mountain Cidery (of which The Stroh Brewery Company is a partner)	6/1/96	For use of the marks "Woodchuck," "Hart's Bend," "Vermont Cider," and "Beverage and More"
License Agreement	Between Colt Breweries of America, B.V. and G. Heileman Brewing Company, Inc.	12/16/94	For "Colt" and "Colt 45"
As Licensor			
Trademark License Agreement	Between Rajasthan Breweries Limited and The Stroh Brewery Company	7/22/94	Regarding certain Stroh trademarks

MATERIAL TRADEMARKS
NEW APPLICATIONS
JULY 1, 1996 - MAY 1, 1997

Mark	Country	Applicant	Status	S.N.	Date
Old Style	U.S.	The Stroh Brewery Company	Pending	75/190,622	10/31/96
Rainier	U.S.	The Stroh Brewery Company	Pending	75/190,623	10/31/96
Kingsbury	U.S.	The Stroh Brewery Company	Pending	75/190,619	10/31/96
Lone Star	U.S.	The Stroh Brewery Company	Pending	75/177,598	10/7/96
Mickey's	U.S.	The Stroh Brewery Company	Pending	75/190,621	10/31/96
Lone Star..The Official Beer of Rodeo	U.S.	The Stroh Brewery Company	Pending	75/194,415	11/7/96

Schedule I

MATERIAL TRADEMARKS
NEW APPLICATIONS
MAY 1, 1997 - NOVEMBER 18, 1997

Proposed Mark	Type of App. (Use Based/ITU)	Date of First Use	Date App. Filed and Serial No.
City Club (word)	Use based	4/21/97	6/9/97 S/N 75/305474
City Club (label)	Use based	4/21/97	6/9/97 S/N 75/304389
Bull Max	ITU.		5/12/97 S/N 75/290227
Tall Tex	ITU		5/27/97 S/N 75/298380
More Taste. More Character	Use Based		5/1/97 S/N 75/284977
Stroh's. Favorite Beer of Hockey	ITU		7/15/97 S/N 75/324909
America's Best Tasting Beer	Use Based	8/1/96	8/29/97 S/N75/349063
Join The Club (City Club)	ITU		9/4/97 S/N 75/351740
Rainier-7	Use Based		9/30/97 S/N 75/365893
Race for Taste (Old Milwaukee)	ITU		10/29/97 S/N 75/381,226
Old Milwaukee-17	Use Based	10/1/97	10/27/97 S/N 75/379474

Schedule 1

EXCLUSIVE TRADEMARK LICENSES

NEW LICENSES
MAY 1, 1997 - NOVEMBER 18, 1997

Name of Agreement	Partners Licensor/Licensee	Date of Agreement	Subject Matter
License Agreement	Between The Stroh Brewery Company and Rheingold Brewing Company LLC	8/22/97	RHEINGOLD Trademark

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SCHEDULE I

TRADEMARK AGREEMENTS

January 30, 1998 - May 31, 1998

Name of Agreement	Parties	Date of Agreement	Marks
Sales Representation Agreement	Among The Stroh Brewery Company, The McKenzie River Corporation and McKenzie River Partners	12/9/96, as amended effective 1/1/97 and 4/15/98	CROOKED I Reg. No. 2,101,775 Reg. Date 9/30/97 ST IDES PREMIUM MALT LIQUOR & DESIGN Reg. No. 1,514,774 Reg. Date 11/29/88 ST. IDES & DESIGN Reg. No. 1,512,002 Reg. Date 11/8/88 ST. IDES Reg. No. 1,539,490 Reg. Date 5/16/89 ST. IDES GOLD S/N 75/274,791 App. Date 4/15/97

RECORDED

RECORD OF SALES REPRESENTATION AGREEMENT
Among The Stroh Brewery Company ("Stroh").
The McKenzie River Corporation and
McKenzie River Partners
(collectively "McKenzie")

On the 9th day of December, 1996 for legally sufficient consideration, McKenzie granted, with legally sufficient quality control, the exclusive right and license to use the trademarks set forth below in connection with beverage products.

Mark	Application/ Registration Number	Registration Date
CROOKED I	2,101,775	9/30/97
ST. IDES PREMIUM MALT LIQUOR & DESIGN	1,514,774	11/29/88
ST. IDES & DESIGN	1,512,002	11/8/88
ST. IDES	1,539,490	5/16/89
ST. IDES GOLD	75/274,791	4/15/97

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RECORDED: 06/26/1998 REEL:

SCHEDULE I

MATERIAL TRADEMARKS
NEW APPLICATIONS

JANUARY 30, 1998 - MAY 31, 1998

Proposed Mark	Type of App. (Use Based/ITU)	Date of First Use	Date App. Filed and Serial No.
Old Mil-lenium	ITU		2/5/98 75/429,619
Old Milwaukee Limelight	ITU		2/5/98 75/429,620
Henry Weinhard's-1	Use Based	12/76	2/11/98 75/432,678

SCHEDULE 2

TRADEMARK AGREEMENTS

JUNE 1, 1999 - FEBRUARY 22, 1999

Name of Agreement	Parties	Date of Agreement	Marks
License Agreement	Between The Stroh Brewery Company as Licensor and Frederick Brewing Co. as Licensee	7th day of January 1999	National Premium-1 S/N 75/555,331 National Pale Dry Beer Premium & Design S/N 75/554,697