

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇌ ⇌ ⇌	<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
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  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>Banking Organization</u>  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>The Stroh Brewery Company</u> Internal Address: _____ Address: _____  Street Address: <u>100 River Place</u> City: <u>Detroit</u> State: <u>MI</u> Zip: <u>48207</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Arizona</u> <input type="checkbox"/> Other _____ If assignor is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Release of Security Interest</u>  Execution Date: <u>04/22/99</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ _____ B. Trademark Registration No.(s) <u>2,280,777</u> <u>2,121,350</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Marta S. Levine</u> Internal Address: <u>Quarles &amp; Brady LLP</u> _____ _____ Street Address: <u>411 East Wisconsin Avenue</u> _____ City: <u>Milwaukee</u> State: <u>WI</u> Zip: <u>53202</u>	6. Total number of applications and registrations involved: <span style="border: 1px solid black; padding: 2px;">2</span>  7. Total fee (37 CFR 3.41).....\$ <u>65.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  8. Deposit account number: <u>17-0055</u>	
<b>DO NOT USE THIS SPACE</b>		
9. Signature.  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;">                     Cheryl M. Smukowski                      Name of Person Signing                 </div> <div style="width: 30%; text-align: center;">                       Signature                 </div> <div style="width: 30%; text-align: right;"> <u>May 21, 2002</u>                      Date                 </div> </div> <div style="text-align: right; margin-top: 5px;"> <span style="border: 1px solid black; padding: 2px;">16</span> </div>		

Total number of pages including cover sheet, attachments, and document:  
 Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

**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 0294, 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.

**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 *Richard A. Burke*  
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.

Ray David Foster  
Notary Public

EXCLUSIVE TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties Licensor/Licensee</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
<u>As Licensee</u> 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 "Piel" 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
All Licenses 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 "Piel" and "Trompers" 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 McKensie River Corporation and McKensie 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 Scoops Proprietary subject matter

TRADMARK LICENSE AGREEMENTS

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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 Band," "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 Rajathan Breweries Limited and The Stroh Brewery Company

7/22/94

Regarding certain Stroh trademarks

RECORDED: 09/19/1996

RECORDED: 09/19/1996

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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 Roden	U.S.	The Stroh Brewery Company	Pending	75/194,415	11/7/96

Schedule I

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REEL:

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/N 75/349063
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

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REEL:

EXCLUSIVE TRADEMARK LICENSES

NEW LICENSES

MAY 1, 1997 - NOVEMBER 18, 1997

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

Schedule 1

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REEL

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	<p>CROOKED I Reg. No. 2,101,775 Reg. Date 9/30/97</p> <p>ST. IDES PREMIUM MALT LIQUOR &amp; DESIGN Reg. No. 1,514,774 Reg. Date 11/29/88</p> <p>ST. IDES &amp; DESIGN Reg. No. 1,512,002 Reg. Date 11/8/88</p> <p>ST. IDES Reg. No. 1,539,490 Reg. Date 5/16/89</p> <p>ST. IDES GOLD S/N 75274,791 App. Date 4/15/97</p>

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REEL:

**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.

<u>Mark</u>	<u>Application/ Registration Number</u>	<u>Registration Date</u>
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-lennium	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

RECORDED: 06/26/1998

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8.19.1999 7.889A JOHNSTON STROHRECOGNIZABLE TRADE MARK NO.472 U.S.P. 17/17

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