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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):

SABMiller Finance B.V.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Netherlands Corporation

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other License Recordal

Execution Date: June 27, 2003

2. Name and address of receiving party(ies)

The South African Breweries Limited
Name: _____

Internal Address: _____

Street Address: 65 Park Lane, Sandown,
Sandton, 2196, Gauteng, Republic of
City: _____ State: _____ Zip: _____
South Africa

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other South African Company

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,894,677

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Georgia N. Gounaris

Internal Address: _____

Street Address: Ladas & Parry

26 West 61st Street

City: New York State: NY Zip: 10023

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

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.

Georgia N. Gounaris

Name of Person Signing

Georgia N. Gounaris
Signature

December 12, 2003

Date

(Our Ref. NTML 030384:753) Total number of pages including cover sheet, attachments, and document: 9

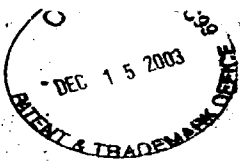
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

12/11/2003

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BYRNE 0000273-1894677

DO NOT USE THIS SPACE



IN THE MATTER OF

Trademark: CASTLE CHARLES GLASS
Label (1989)

Registration No.: 1894677

Dated: May 16, 1995

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Ladas & Parry, whose postal address is 26 West 61st Street, New York, New York 10023, United States of America, is hereby designated applicant's representative upon whom notices or process in proceedings affecting the mark may be served.

POWER OF ATTORNEY

Applicant hereby revokes all previous Powers of Attorney and hereby appoints jointly and severally, with full power of substitution, the power of appointment of an associate attorney and the power of revocation:

ALLAN S. PILSON

DANIEL F. ZENDEL

ROBERT ALPERT

LANNING G. BRYER

DENNIS S. PRAHL

JOSEPH J. VILLAPOL

GEORGIA N. GOUNARIS

MARY A. MOY

STEVEN N. PEREZ

members of the Bar of the State of New York, c/o Ladas & Parry, 26 West 61st Street, New York, New York 10023, United States of America, to transact all business in the Patent Office in connection with the subject registration.

THE SOUTH AFRICAN BREWERIES LIMITED

By

[Title] SABB Ltcd.

13 10 03

(Date)

UNITED STATES OF AMERICA
TRADEMARK LICENSE AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT is made on the 27th day of JUNE
2003 between

SABMiller Finance B.V. (formerly known as **South African Breweries International (Finance) B.V.** t/a **Sabmark International**
("the licensor")

and

The South African Breweries Limited
("the user")

WHEREAS:

The Licensor is the owner of trademark registration no. 1,894,677 **CASTLE CHARLES GLASS body label (1989)** ("**the trademark**") and has orally authorized the user to use the trademark and

The parties wish to record their agreement in writing.

IT IS AGREED:

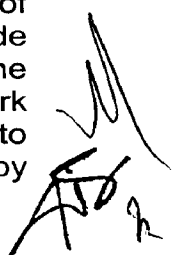
1. GRANT OF RIGHTS

The Licensor has granted to the user the non-exclusive right to use the trademark in relation to beer, ale and porter ("the goods").

2. TRADEMARK RIGHTS & GOODWILL

2.1 The Licensor possesses the rights in the trademark and nothing herein confers or shall confer upon the user any proprietary right, title or interest in and to any of the trademark or any trade name, brand name, sign, symbol, emblem, device, slogan, copyright matter, design or the like, which may from time to time include or be used in association with the trademark by or at the direction of the licensor upon or in relation to any of the goods during the term of this Agreement or any time thereafter. The user shall not at any time, directly or indirectly, challenge any of the rights of the licensor to the trademarks or the validity and distinctiveness thereof.

2.2 Use of the trademark by the user shall be in strict accordance with the provisions of this Agreement and with the provisions of the Trade Marks Act and the Rules made thereunder and shall inure solely to the benefit of the Licensor along with the goodwill and any other resultant rights. The user acknowledges that the trademark is the exclusive property of the Licensor and that it will not assert any claim to ownership of the trademark or to the reputation thereof and goodwill therein by virtue of its use of the trademark or otherwise.



2.3 The user shall not adopt or use any name, corporate title, trading name, brand name, title or other designation that is confusingly similar to the trademark without the prior written consent of the licensor.

2.4 The licensor, whenever deemed necessary by it, shall make or procure the making of appropriate applications to the Registrar of Trade Marks in the United States of America to register the user as the registered user of the trademark in the territory for the duration of this agreement on such terms as the licensor shall reasonably decide. The user shall provide all assistance that may be required and, upon such registration being completed, shall be a registered user of the trademark with all of the rights and subject to all the obligations provided by law (but subject to the provisions of this agreement) with respect to registered users of trade marks.

3. UNDERTAKINGS

The user shall, at all times during the currency of this agreement:

3.1 follow precisely and completely all of the instructions and directions of the licensor as will from time to time be issued by the licensor in respect of the brewing and dealing with the goods;

3.2 purchase all of its raw materials and ingredients for the goods (all of which shall meet the specifications from time to time prescribed by the licensor in respect of the goods) only from suppliers approved by the licensor, which may withdraw any such approval at any time;

3.3 not brew or deal with any of the goods save in the form and in accordance with such instructions and directions as will from time to time be prescribed by the licensor and in accordance with the standards of quality from time to time prescribed by the licensor;

3.4 at all times employ adequate trained staff to carry out the various process and quality checks specified by the licensor;

3.5 maintain and operate a brewery which shall be properly and adequately equipped and staffed in order to brew and deal with the goods. The operating companies shall maintain the plant and all of the equipment used in connection therewith in a thoroughly clean and sanitary condition and maintain and have available adequate manufacturing, sales, distribution and merchandising facilities at the brewery;

4. USE OF THE TRADEMARK

4.1 The user shall ensure that all the goods made and sold shall bear the trademark in the form and manner specified by the Licensor.

4.2 The use will inure to the benefit of the proprietor.

4.3 The user, when using the trademarks in relation to the goods, whether on packaging or in advertisements pertaining thereto or in any other way as permitted by this Agreement will so describe them as to clearly indicate that the trademark is the property of the Licensor and are being used only by way of permitted use by the Licensee.

4.4 No other marks, symbols or other wording shall appear on the goods, without the prior written approval of the Licensor.

Handwritten signature and initials in the bottom right corner of the page.

4.5 The user shall fully comply with any requirements under the applicable local law with respect to the labelling and packaging.

5. ADVERTISING & PROMOTION

5.1 The user may use the trademark in the promotion and sale of the goods. Samples of advertising and promotional materials containing the trademark shall be furnished to the Licensor for inspection and approval. The user shall not use in the promotion and advertising of the goods any materials which have not been approved by the Licensor.

5.2 The user shall procure that any copyright in any advertising materials and literature coming into the possession of the user or of any of its advertising agents, agents or employees and designed or written for the purpose of the promotion of sales of the goods shall be the property of the licensor.

6. QUALITY CONTROL, TESTS AND RECORDS, INSPECTION, PACKAGING MATERIALS AND INSPECTION OF PACKAGING MATERIALS

The user shall:

6.1 Use the trademark only in relation to goods made and supplied in strict accordance with the formulae, processes, specifications and know-how made available for the purpose by or for the Licensor and in conformity with such methods and standards as may be required by the Licensor. No changes or modifications in the formulae, processes and specifications of the goods shall be made by the user without in each instance first submitting to the Licensor complete information and reasons for any proposed changes and modifications setting forth the details thereof and securing written approval of the Licensor, except to the extent necessitated by local laws;

6.2 Carry out such tests of the goods and of the ingredients used in the brewing and all such tests. The user shall furnish to the licensor such statements and reports with respect to such tests as the licensor may from time to time require. The user shall keep complete records of the manufacture of the goods and the packaging, advertisement, sale, and distribution of thereof and shall permit the licensor to have access to all such records;

6.3 Furnish the licensor with samples of the goods or the ingredients used by the user in connection with the brewing of the goods whenever called upon by the licensor to do so. Whenever the licensor or its duly authorised agent/s considers that any of the goods brewed by the user is of an inferior quality or have been packaged or otherwise dealt with inadequately or in an inferior manner, the licensor shall have the right to direct that the user does not deal with any stocks of any of such goods in any way and, insofar as the user may already have done so, the licensor shall have the right to direct that the user withdraws any of such stocks from the market and either destroys or, where practicable, makes good such stocks of the goods as the licensor shall direct. The user shall forthwith comply with all such directions;

6.4 Permit the licensor and its duly authorised agent/s to enter the user's brewery at all reasonable times in order to inspect the plant, facilities and equipment used in brewing and dealing with the goods. The licensor and such agent/s shall be entitled to observe the processes employed by the user in brewing the goods and they shall be entitled to take such samples thereof as they deem fit;

6.5 Purchase all of its packaging materials only from such suppliers as have been approved by the licensor, who shall have the right at any time to withdraw any such approval, and shall comply with the specifications, designs, and images from time to time prescribed by the licensor;

6.6 Submit to the licensor for approval all wrapping and packaging material (as well as the artwork and designs therefore) intended to be used on and in connection with the goods, and all advertising, sales and promotional materials to be used in respect of goods, which shall not be used by the user without the prior consent of the licensor.

7. *THIRD PARTY INFRINGEMENT*

7.1 If the user becomes aware of any actual or suspected infringement or any unauthorized use of the trademark by another person, it shall promptly notify the Licensor in writing specifying the particulars of the unauthorized use.

7.2 The Licensor at its sole discretion shall take whatever action it deems fit in connection with the unauthorized use. If the Licensor decides to take action of any kind against the unauthorized use, the Licensor shall have sole control of the conduct of any such action. The Licensor shall bear the entire cost and expense associated with the conduct of any such action. Any recovery or compensation that may be awarded as a result of such action, including but not limited to any settlement that may be reached, shall belong to the Licensor. The user shall cooperate with the Licensor in the conduct of any such action. Such cooperation shall not entitle the user to any claim for recovery or compensation in respect thereof and all such recovery or compensation shall belong solely to the Licensor.

8. *WAIVER*

The Licensor has the right to waive its right to comply or compel compliance with any of the specific provisions of clauses 5 and 6 in its absolute discretion.

9. *EFFECT OF TERMINATION*

Either party may terminate this agreement on notice of not less than one month to the other party. Furthermore, this agreement shall terminate automatically in respect of the trademark if the user is for any reason finally precluded from producing the goods bearing the trade mark concerned, whether as a result of a court order, contractually or for any other reason. On termination, either in whole or in part:

9.1 the Licensor shall remain the sole owner of the trademark and the user shall assert no rights thereto;

9.2 The user shall discontinue the use, as the case may be, of all of the trademarks or of specific trade marks that it is precluded from using; and

9.3 The user shall not use any confusingly similar mark in relation to the goods, provided that the user may continue to use the trademark for the lawful disposal of existing stocks of the goods.

10. VARIATION

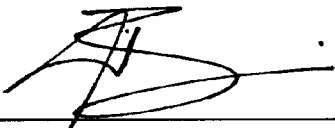
No amendment or other modification of this Agreement shall be valid or binding on any party unless reduced to writing and executed by the parties.

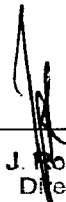
11. NOTICES

All notices, consents, requests and the like required to be given under this agreement shall be in writing and shall be delivered to the respective address of the relevant party in the preamble to this agreement or other address as one party may notify to the other in writing from time to time.

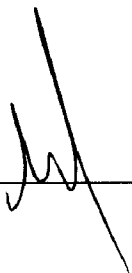
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

For: **SABMiller Finance B.V.**

By: 
Name: _____
Title: Mrs L. van der Spiegel
Director
SABMiller Finance B.V.

By: 
Name: _____
Title: J. Romein
Director
SABMiller Finance B.V.

For: **The South African Breweries Limited**

By: 
Name: _____
Title: _____