

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bremer Business Finance Corporation		08/08/2002	CORPORATION: MINNESOTA

RECEIVING PARTY DATA	
Name:	August Schell Brewing Company
Street Address:	1860 Schell Road
City:	New Ulm
State/Country:	MINNESOTA
Postal Code:	56073
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	0313730	GRAIN BELT BEER
Registration Number:	0613642	GOLDEN GRAIN BELT
Registration Number:	0617584	GRAIN BELT

CORRESPONDENCE DATA	
Fax Number:	(507)354-7297
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	507-354-3161
Email:	cat@brolaw.com
Correspondent Name:	Clark A. Tuttle, III.
Address Line 1:	519 Center Street
Address Line 4:	New Ulm, MINNESOTA 56073

NAME OF SUBMITTER:	clark A Tuttle
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Total Attachments: 15
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Documentary Evidence establishing chain of title of trademarks registered to Minnesota Brewing Company Corporation (Minnesota Brewing Company) to August Schell Brewing Company, New Ulm, Minnesota:

1. Purchase Agreement dated August 8, 2002, between Bremer Business Finance Corporation, James W. Tobin, and August Schell Brewing Company.
2. Order of the Ramsey County District Court dated July 9, 2002, appointing James W. Tobin receiver of the general and intangible assets of MBC Holding Company.
3. Order of the Ramsey County District Court approving transfer of property pursuant to August 8, 200, Purchase Agreement (#1 above).

PURCHASE AGREEMENT

This agreement, made this 8th day of August, 2002, by and between Bremer Business Finance Corporation (hereinafter referred to as "the Secured Party"), James W. Tobin (hereinafter referred to as "Receiver") and August Schell Brewing Company (hereinafter referred to as "Buyer").

WITNESS:

WHEREAS, the Secured Party has a valid and perfected security interest in the property of MBC Holding Company a/k/a Minnesota Brewing Company, described on the Bill of Sale attached hereto and incorporated herein as Exhibit "A."

WHEREAS, the Receiver is in the possession of the property of MBC Holding Company, pursuant to an Order Appointing Receiver filed on July 10, 2002, in the matter entitled, Bremer Business Finance Corporation vs. MBC Holding Company, Ramsey County District Court File No. C5-02-6395.

WHEREAS, in accordance with the directions of the Order Appointing Receiver, the Receiver has offered for sale, and Buyer has agreed to purchase, the property described on the attached Exhibit "A."

WHEREAS, Receiver and Buyer have also agreed to the terms and conditions of the sale of certain bulk beer, presently in the possession of the Receiver.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. **Sale of Property.** Pursuant to Minn. Stat. § 336.9-610 (2002) the Secured Party does hereby sell to Buyer, and Buyer does hereby purchase from the Secured Party, the property described in the Bill of Sale attached hereto and incorporated herein as Exhibit "A." The total purchase price shall be Nine Hundred Twenty-Five Thousand and No/100 Dollars (\$925,000.00), including the earnest money previously paid by Buyer to the Agent for the Receiver of One Hundred Eighty Thousand and No/100 Dollars (\$180,000.00). The balance of Seven Hundred Forty-Five Thousand and No/100 (\$745,000.00) shall be paid to the Secured Party and Receiver as follows:

Seven Hundred Eighteen Thousand Six Hundred Ninety Dollars and No/100 (\$718,690.00) on the date hereof, the receipt of which is hereby acknowledged, and a credit in the amount of Twenty-Six Thousand Three Hundred Ten Dollars and No/100 (\$26,310.00 for keg deposits.

- 2. **Commission.** Buyer shall also pay to Secured Party for distribution to Insolvency Strategies, Inc. the cash sum of Ninety-Two Thousand Five Hundred and No/100 (\$92,500.00). Buyer shall have no further obligations to Insolvency Strategies, Inc. or any other broker employed by Secured Party or Receiver.
- 3. **Application of Proceeds.** The purchase price, paid by Buyer, shall be transferred by the Secured Party to the Receiver, and thereafter distributed in accordance with the provisions of the Court Order of July 10, 2002, and such further Orders of Court as may be hereafter issued.
- 4. **Court Order.** The Secured Party and Receiver, within a reasonable time hereafter, shall obtain in Court File No. CS-02-6395, an Order of the Court authorizing and approving the sale of the property described in and pursuant to this Purchase Agreement.
- 5. **Bulk Beer.** Receiver shall sell to Buyer bulk beer in such amounts as are available and as desired by Buyer for the purchase price of Four Dollars and 40/100 (\$4.40) per barrel of beer. Buyer shall be responsible for delivery of the beer from the premises controlled by Receiver to Buyer's brewery and shall pay the federal excise tax assessed on the bulk beer purchase. Receiver shall have no obligation to sell bulk beer to Buyer after September 15, 2002.
- 6. **Access to Property.** Receiver shall allow Buyer access to the real property, wherein the property described in this Purchase Agreement is located, to remove packaging and equipment. All packaging and equipment shall be removed by September 15, 2002.
- 7. **Assignment.** This Agreement shall not be assignable by either party without the express written consent of the other party.
- 8. **Benefit.** This Agreement shall be binding upon and shall ignore to the benefit of the heirs, representatives, successors and assigns of the parties herein.
- 9. **Execution of Documents.** The parties agree that they shall execute such other documents as may be necessary to effectuate the intent of the parties as expressed herein.

Bremer Business Finance Corp.

August Schell Brewing Company

By: _____
 Its: _____

By: *Thaddeus P. ...*
 Its: *President*

James W. Tobin
 James W. Tobin
 Receiver

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9. **Execution of Documents.** The parties agree that they shall execute such other documents as may be necessary to effectuate the intent of the parties as expressed herein.

Bremer Business Finance Corp.

August Schell Brewing Company

By: *James W. Tobin*
 Its: *Assistant Vice President*

By: _____
 Its: _____

 James W. Tobin
 Receiver

BILL OF SALE

FOR VALUABLE CONSIDERATION, Bremer Business Finance Corporation (the "Seller") pursuant to Minn. Stat. § 336.9-610 (2002) hereby conveys, transfers and assigns over its entire right, title and interest to **August Schell Brewing Company**, a Minnesota corporation ("Buyer") in and to certain intangible property, equipment and other personal property identified as follows:

All of the following Beer Brands (hereinafter each, a "Label" or cumulatively, "Labels") together with those assets germane to each Label (except inventory in process and finished goods), such as, but not limited to, packaging materials, name, advertising material as described on Exhibit "A" (attached hereto), and the recipe and yeast for each Label: (1) Grain Belt Archive Series Amber Lager; (2) Grain Belt Golden; (3) Grain Belt Premium; (4) Grain Belt Premium Dark Brown Green Lager; and (5) Grain Belt Premium Light as well as all right, title and interest to and in the following trademarks: (1) Grain Belt; (2) Golden Grain Belt; (3) Premium; (4) Grain Belt Beer.

All of the following described equipment: (1) Kayat tray packer; (1) Lowerator/Rinser; and labeler parts for Grain Belt products

(all of the foregoing hereinafter referred to as the "Collateral").

Seller transfers, conveys and assigns over its interest in the Collateral to Buyer, "as is", and expressly disclaims any and all warranties as to the value of the Collateral, its condition or title and all implied warranties of merchantability and fitness for particular purposes.

Notwithstanding the foregoing disclaimers, the Seller nevertheless represents that, based upon the terms of that certain Amended and Restated Intercreditor Agreement ("Agreement") dated as of May 22, 2001 by and between the Seller, Stearns Bank Association and Mark Anthony Brewing, Inc., which has not been amended or modified as of the date hereof, the Seller's security interest in the Collateral immediately prior to the execution and delivery of this Bill of Sale is prior to that of Stearns Bank Association and Mark Anthony Brewing, Inc. in the Collateral.

Bremer Business Finance Corporation

Date: August 9, 2002.

By 

EXHIBIT "A"

TRADEMARK

REEL: 002979 FRAME: 0221

EXHIBIT A

Item	Description	RAMCO Quantity	Estimate On Hand	Qty Per Pallet	Skid
8111A02	GBP ACRYLIC TABLE TENT	1680	1680		
8111A20	GBP TABLE TENTS (ART 2000)	2000	2000		
8111B00	GBP BANNER: 3'x6' VINYL: FAMILY: ART2000	215	215		
8111B07	GBP BANNER: VINYL 3X10 WITH LOGO	75	75		
8111B10	GBP BANNER: 3'x10' VINYL, FAMILY, ART2K	200	200		
8111B11	GBP BANNER: 4'x20' VINYL, FAMILY, ART 2K	85	85		
8111B20	GBP POSTERS: 18x24 NEW ART: 9905	2400	2400		
8111C00	GBP SHELF STRIPS: ART 2000	6400	6400		
8111C05	GBP STATIC STICKERS (ART 2000)	5600	5600		
8111D00	GBP DECAL: VAN: BOTTLE	5	5		
8111D01	GBP DECALS: TRUCK: BOTTLE	9	9		
8111D02	GBP SIGN FACE: ACRYLIC	2	2		
8111E00	GBP EASEL CARD: FAMILY: ART 2000	1725	1725		
8111E30	GBP WALL CALENDAR: 2002	192	192		
8111F00	GBP SIGN: HANGING EDGELIT	1	1		
8111F01	GBP SIGN: BACK BAR EDGELIT	24	24		
8111K02	GBP TAP KNOBS: PUB STYLE, RED, WOOD	102	102		
8111K02	GBP TAP KNOBS: PUB STYLE, RED, WOOD	102	102		
8111K04	GBP TAP KNOB: HALF BOTTLE LUCITE	104	104		
8111K06	GBP TAP KNOB: 8" 3-SIDED WOOD	220	220		
8111K07	GBP TAP KNOB: 4" 3-SIDED WOOD "SHOTGUN"	50	50		
8111K08	GBP DARK TAP KNOB: PUB STYLE	41	41		
8111L01	GBP BEER LIGHT THIEF	29	29		
8111M10	GBP MIRRORS: DIAMOND, #1 IN SET OF 4	30	30		
8111M11	GBP MIRRORS: DIAMOND, #2 IN SET OF 4	42	42		
8111M12	GBP MIRRORS: DIAMOND, #3 IN SET OF 4	45	45		
8111M13	GBP MIRRORS: DIAMOND, #4 IN SET OF 4	59	59		
8111M16	GBP METAL TACKER SIGN: BOTTLE	15	15		
8111M20	GBP LIGHTED PUB SIGN	3	3		
8111N00	GBP-NEON: GB FAMILY 2'x2' BOTTLE CAP	8	8		
8111N01	GBP NEON: SCRIPT W/LIGHTBOX ART 3/98	2	2		
8111N07	GBP NEON: GOLF SCRIPT	1	1		
8111N09	GBP NEON: WINDOW DOMINATOR:NO BACKGROUND	18	18		
8111N10	GBP NEON: CLASSIC MARQUEE:RED BACKGROUND	12	12		
8111N50	GBP SCRIPT NEON INSERT: BASKETBALL	37	37		
8111N51	GBP SCRIPT NEON INSERT: BASEBALL	32	32		
8111N52	GBP SCRIPT NEON INSERT: MUSIC	37	37		
8111N53	GBP SCRIPT NEON INSERT: ON TAP	26	26		
8111N54	GBP SCRIPT NEON INSERT: FOOTBALL	30	30		
8111U01	GBP PATIO UMBRELLA	6	6		
8112A20	GBPLT TABLE TENTS (ART 2000)	1500	1500		

8112C00	GBPLT SHELF STRIPS (ART 2000)	3300	3300		
8112C05	GBPLT STATIC STICKERS (ART 2000)	1350	1350		
8112E00	GBPLT EASEL CARD: 14x20 ART 2000	425	425		
8112F01	GBPLT SIGN: BACK BAR EDGELIT	3	3		
8112K01	GBPLT TAP KNOB: WOOD PUB STYLE ART2K	112	112		
8112K04	GBPLT TAP KNOB: 4" 3-SIDED WOOD/SHOTGUN	42	42		
8112M16	GBPLT METAL TACKER SIGN: BOTTLE	30	30		
8113A20	GBG TABLE TENTS (ART 2000)	2750	2750		
8113C00	GBG SHELF STRIPS (ART 2000)	3050	3050		
8113C05	GBG STATIC STICKERS (ART 2000)	1750	1750		
8113E01	GBG EASEL CARD	700	700		
8113F00	GBG SIGN: HANGING EDGELIT	6	6		
8113F01	GBG SIGN: BACK CAR EDGELIT	2	2		
8113K00	GBG TAP KNOBS, PUB STYLE, ART 2000	36	36		
8113K02	GBG TAP KNOB: 8" 3 SIDED WOOD	26	26		
8113K03	GBG TAP KNOB: 12": 4 COLOR: ART 9903	20	20		
8113M16	GBG METAL TACKER SIGN: BOTTLE	40	40		
8116A00	GB AS AMBER LAGER TABLE TENT	1450	1450		
8116B00	GB AS AMBER LAGER BANNER: VINYL, 3'x6'	255	255		
8116B01	GB AS AMBER LAGER PRICING POSTER 18x24	200	200		
8116C00	GB AS AMB LAG COOLER STICKER	300	300		
8116C00	GB AS AMB LAG COOLER STICKER	300	300		
8116C01	GB AS AMBER LAGER SHELF STRIP	550	550		
8117A01	GB AS DKBRN LAGER DRAFT TABLE TENT 4x5	1700	1700		
A111010	Premium Cans:	0	178940	7780	2
A112010	Premium Light Cans: N8513	8947	85580	7780	1
B003120	Bottles, Amber, Return NOT in MBC Cases	154	205	49	
B013000	Bottles, Flint, Return, at MBC (Bulk)	1540	@ Schells		
B013120	Bottles, Flint, Return, NOT in MBC Cases	1687	40	49	
C000180	1 Can Lids, Gold, 10/OK, LOE after 00050	460800	665600	230400	
C010170	1 Can Lids, Silver, 10St LOE Wide Mouth	230400	288000	230400	
C030000	1 Crowns, Twist, Generic Gold	403200	614880	403200	
C040000	1 Crowns, Twist, Generic Silver	423360	816480	403200	
C060010	Schell's Crowns, Pry, MBC, for Returnabl	599524	@ Schells		
D010240	2 Partitions, 24-12 oz Beer Anchor	16716	16716	3528	
D111000	Premium 24/12-4/6 Mother Carton	1400	8050	1400	
D111120	Premium 12/12 Bottle Carton 8.1/2"	33285	Obsolete		
D112120	Premium Light 2/12 NR Cartons (New)	4000	Obsolete		
D116000	GB AS Amber Lager 24/12 NR Carton	1920	1920	800	
E111120	Premium 12/12 Can Cartons New Graphics	2480	2070		0.
E111340	Premium 24/12 LP Can Ctn 0101	7540	7540	2880	
E113120	Grain Belt Golden 12/12 Can Ctn ART 3/98	8750	8750	5600	
E113340	Grain Belt Golden 24/12 LP Can Ctn RW	4320	4320	2880	
G012500	2 Keg Bung, Wood, Mod Sankey	20991	20991		
G012510	2 Keg Bungs, Wood, ET (QtrBBL)	765	765		
G012700	2 Keg Cap/Tap Cover, Plain ET	4872	4872		
G012750	2 Keg/Tap Cover, Plain White Mod Sankey	3654	3654		
G111000	Premium Keg Cap ET Strong, Blk on Orange	11463	11463		

TRADEMARK

REEL: 002979 FRAME: 0223

G111020	Premium Keg Cap MS (Mod-Sankey)	5089	5089		
G111320	Premium Keg Cap ET 3.2	4948	4948		
G111340	Premium Keg Cap MS 3.2 (Mod-Sankey)	8738	8738		
G112030	Premium Light Keg Cap MS (Mod-Sankey)	3498	3498		
G113000	GB Golden Keg Cap ET Strong	2500	2500		
G113030	GB Golden Keg Cap MS Strong	1039	1039		
G113340	GB Golden Keg Cap MS 3.2	2000	2000		
G280000	Kegs, 1/4BBL ET 2Dogs	12	12		
K000012	Kegs, 1/2BBL MS (Mod Sankey)	2973	5091	16	31
K000014	Kegs, 1/4BBL ET	300	1044	16	6
K199012	Kegs, 1/2BBL ET	12	12		
L111000	Premium 1-Body Labels:NoGov#51503-GPB	425965	1308000	2 Skids Combine	
L111320	Premium 1-Body Labels 3.2	168000	168000		
L111500	Schell's GBP Returnable Body Labels (PRE	34664	@ Schells		
L112000	Premium Light 1-Body Labels	453256	453256		
L113000	Grain Belt Body Labels NoGovWarn Art3/98	75200	0		
L113500	Schell's GBG Returnable Body Labels (GB	57800	@ Schells		
L116000	GB AS Amber Lager 12oz Body Label	34600	34600		
M111100	Premium 1-Back Labels #52365-GBGB NEW!	751965	1670000		
M112100	Premium Light 1-Back Deposit Back Label	467500	467500		
M116100	GB AS Amber Lager -Back Deposit Back Label	0	49,000		
N111000	Premium 1-Neck Labels	474328	1288000		
N111500	Schell's GBP Returnable Neck Labels (PRE	52664	@ Schells		
N112000	Premium Light 1-Neck Labels	523000	523000		
N113000	Grain Belt Golden 12oz Neck Labels	4200	0		
N113500	Schell's GBG Returnable Neck Labels (GB	56800	@ Schells		
N116000	GB AS Amber Lager 12oz Neck Label	38600	38600		
P000000	Pallets, Case 32x39	2	576	18	3
P000100	Pallets, Case Grocery 48x40	7	350	18	1
P000200	Pallets, Keg	860	1892	18	10
R000120	Bottles, Returnable, Amber in Mixed Ctns	46	0		
R111000	Premium Returnable Btls/Cases in Circ (637 @ Schells)	2392	738	49	1
R111020	Premium Return Carton Assembled NoBtls (1512 @ Schells)	432	3342	108	3
R113000	Grain Belt Returnable Btls/Cases Circ (1911 @ Schells)	313	3724	49	7
R113020	Grain Belt Returnable Case Assemb NoBtls (@ Schells)	116	255		
S111010	Premium 6 Pack Carrier New 01	875	33757	5600	
S116000	GB AS Amber Lager 6 Pack Basket	7875	7875	5600	

1)

STATE OF MINNESOTA
COUNTY OF RAMSEY

FILED
Court Administrator
JUL 10 2002
By B Deputy

DISTRICT COURT
SECOND JUDICIAL DISTRICT
CASE TYPE: OTHER CIVIL

Brenner Business Finance Corporation,

Court File No. 05-02-6395

Plaintiff,

ORDER APPOINTING RECEIVER

vs.

MBC Holding Company,

Defendant.

This matter came on for hearing on Plaintiff's application for appointment of a receiver.

Upon considering the Application for Appointment of a Receiver, Plaintiff's Complaint, supporting memorandum and affidavits, and oral arguments offered by Plaintiff and it appearing that there is no objection to the appointment of a receiver by the Defendant, the Court orders that:

IT IS ORDERED:

1. James W. Tobin is hereby appointed receiver on the following terms and conditions:

- a. The receiver is authorized and directed to take immediate possession of the general and intangible assets of MBC Holding Company's (the "Company") which secure repayment of the Company's financial obligations in favor of Plaintiff pursuant to the terms of that certain General Credit and Security Agreement dated June 30, 2000, as amended pursuant to the terms of that certain Amended and Restated General Credit and Security Agreement dated March 29, 2001, and as further amended to date (as so

amended and as it may be further amended, modified, supplemented or restated from time to time the "Credit Agreement") executed by the Company and Plaintiff. These assets consist of, without limitation, all general intangibles, inventory, equipment, accounts, investment property, deposit accounts, commercial tort claims and letter of credit rights, now owned or hereinafter acquired and all sums on deposit in collateral accounts including, without limitation, the funds disbursed or to be disbursed to the Debtor pursuant to the terms of a Line of Credit Agreement (the "Line of Credit Agreement") from Bruce E. Hendry ("Hendry") and GDN Properties, LLC, a Minnesota limited liability company ("GDN Properties," and together with Hendry, the "Lenders") in the aggregate amount of \$3,000,000 (the "Line of Credit Commitment") to meet certain of Debtor's working capital and capital expenditure requirements which the Lenders have agreed to advance to the Debtor and all proceeds and products thereof and such other property more fully described in (all of the foregoing collectively referred to herein as the "Collateral"). The receiver shall take possession of the Collateral for the purpose of collecting accounts receivable, distributing and selling finished goods inventory, raw materials and work in process inventory and entering into an agreement with Insolvency Strategies, Inc., or some other company specializing in the liquidation of assets to continue the sales process commenced by the Company during the pendency of its Chapter 11 Bankruptcy Proceedings (all the foregoing constituting the "Purpose"); provided, however, that the Court may, upon further agreement of the parties or further order of the Court, after reasonable notice to the parties, modify the Purpose.

b. The receiver is authorized and directed to collect all sums due or payable to the Company, open all mail, and take custody of all cash, checks, deposit accounts,

checking accounts, and any accounts maintained by the Company at a bank or other financial institution and shall have exclusive custody and signature authority over all such items and accounts (including any and all Debtor-In-Possession Accounts established by the Company during the pendency of their bankruptcy proceedings venued before the United States Bankruptcy Court for the District of Minnesota and commenced in February 2002), provided, however, that the receiver shall make no expenditures except pursuant to monthly operating budgets prepared and approved by Bremer Business Financial Corporation.

c. Interim fees to be paid monthly and to be retained by the receiver from such funds as are in its possession in the amount of \$5,000, subject to a final accounting approved by the Court and subject to adjustment based upon actual time spent by the receiver in the performance of his duties.

d. The receiver is authorized and directed to review and take custody and control of all general ledgers, cash receipt journals, and other books of account and any and all other business records of the Company of every kind and nature as are necessary or helpful to the proper conduct of the receiver's duties.

e. The receiver is authorized and directed, without further leave of Court, to bring suit in its own name as the receiver deems necessary to protect, preserve, and maintain the rights, privileges, and property of the receivership estate.

f. The receiver shall take possession of the Collateral and thereafter care for, preserve, and maintain the property in its possession, and incur the expense necessary for such care, preservation, and maintenance. Additionally, the receiver shall have the power to do all things to incur the risks and obligations ordinarily incurred by owners.

managers, and operators of similar businesses and enterprises, as may be necessary to accomplish the Purpose and no such risk or obligation so incurred shall be the personal risk or obligation of the receiver, but a risk or obligation of the receivership estate. In the exercise of any of these powers, the receiver is authorized to employ servants, agents, employees, clerks, accountants and other professionals and to pay therefore at ordinary and usual rates and prices out of funds that shall come into its possession as receiver, subject, however, to the limitations in expenditures set forth in paragraph 1 above.

2. Monies coming into the possession of the receiver shall continue to be impressed with the security interest of the Plaintiff and shall be subject to right of set-off by the Plaintiff. Such monies may be expended by the receiver in accordance with paragraph 1 hereof to the extent they are not set-off against by the Lender.

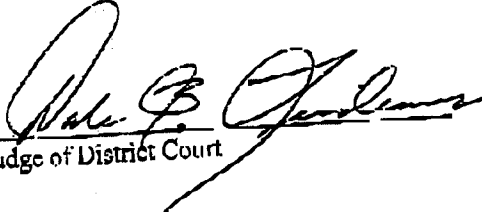
3. Monies coming into the possession of the receiver which are neither expended by the receiver for any of the above purposes and are not set-off against by the Plaintiff shall be held by the receiver subject to such orders as this Court may hereafter issue as to its disposition.

4. The receiver is authorized to request advances from the Plaintiff to pay any expenditure authorized in accordance with paragraph 1 hereof and the Plaintiff is authorized to advance to the receiver such funds as the Plaintiff deems reasonably necessary to effect the Purpose; provided, however, that any such advance shall be considered an advance under the terms of the Credit Agreement.

5. The receiver shall provide monthly accountings as required by law or this Court and shall provide copies of such accountings to the Lender.

6. Before entering on its duties as receiver, the receiver shall take the oath and file a bond, with surety thereon approved by this Court, in the sum of \$25,000, conditioned on the faithful performance of its duties as receiver.

DATED: July 9, 2002


Judge of District Court

STATE OF MINNESOTA

CASE TYPE: Other Civil
DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Bremer Business Finance Corporation,

COURT FILE NO. C5-02-6395

Plaintiff,

**ORDER TERMINATING
RECEIVERSHIP**

v.

MBC Holding Company,

Defendant.

The above-entitled matter came on for hearing before the undersigned, a judge of the above-named Court, on December 31, 2002, on the motion of Bremer Business Finance Corporation, Plaintiff in the above matter, for an order terminating the receivership established by this Court's order dated July 9, 2002. Appearances were as noted in the record. Based upon the record, the Receiver's memorandum and all arguments of counsel, it is hereby ordered that:

1. Subject to the provisions hereof, the receivership of James W. Tobin established by Order of this Court dated July 9, 2002, is hereby terminated effective as of the close of business on December 31, 2002.

2. The Receiver is hereby authorized and directed to deliver to Bremer Business Finance Corporation any and all files, records and other information in the Receiver's possession relating to the collateral of MBC Holding Company which secures repayment and of the debt of MBC Holding Company to Bremer Business Finance Corporation.

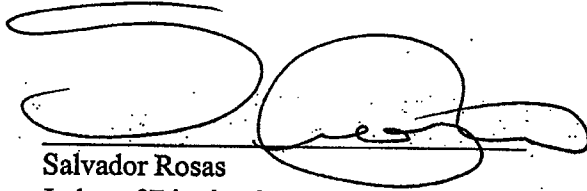
3. The actions of the Receiver including, without limitation, the sale of any collateral other property to August Schell Brewing Company ("Schell") pursuant to the terms of that certain Purchase Agreement by and between Schell, Bremer and Tobin dated August 8, 2002, are hereby approved.

4. Effective as of the close of business on December 31, 2003, the Receiver is released from the performance of any and all duties of the receivership in this action.

5. The Receiver is hereby released from any bond he has procured in connection with the July 9th Order of this Court.

6. Of the motion of Bremer, the above-captioned matter is hereby dismissed without prejudice, each to bear its own costs and disbursements herein.

DATED: December 31, 2002.



Salvador Rosas
Judge of District Court