

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Brewing Company		01/29/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Miller Brewing Company		
Street Address:	3939 West Highland Boulevard		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53208		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1872727	X	
Registration Number:	1992300	LUCKY	
Registration Number:	1526035	LUCKY LAGER BEER	
CORRESPONDENCE DATA			
Fax Number:	(414)978-8675		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	414 277 5675		
Email:	msl@quarles.com		
Correspondent Name:	Marta S. Levine		
Address Line 1:	Quarles & Brady LLP		
Address Line 2:	411 East Wisconsin Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Marta S. Levine		
Signature:	/MartaLevine/		

CH \$90.00 1872727

Date:

01/29/2007

Total Attachments: 6

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SHORT FORM TRADEMARK SECURITY AGREEMENT

THIS SHORT FORM TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of January 29, 2007, is among **GENERAL BREWING COMPANY, LLC**, a California limited liability company (the "Grantor"), in favor of **MILLER BREWING COMPANY**, a Wisconsin corporation, solely in its capacity as lender under the Subordinated Credit Agreement (as hereinafter defined) (the "Lender").

This Trademark Security Agreement and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (the "Subordination Agreement") dated as of January 29, 2007 among Pabst Brewing Company, Pearl Brewing, LLC, Falstaff Brewing Corporation, General Brewing Company, LLC (the "Borrowers"), Miller Brewing Company, and LaSalle Bank National Association (together with its successors and assigns, the "Senior Agent"), to liens securing the indebtedness (including interest) owed by the Borrowers pursuant to that certain Amended and Restated Credit Agreement (the "Credit Agreement") dated as of January 29, 2007 among the Borrowers, the Senior Agent and the lenders from time to time party thereto, and the other Loan Documents (as defined in the Credit Agreement) as such Credit Agreement and other Loan Documents may be amended, restated, supplemented or otherwise modified from time to time and to liens securing indebtedness refinancing the indebtedness thereunder as contemplated by the Subordination Agreement; and each assignee of this Trademark Security Agreement, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

WITNESSETH:

WHEREAS, Pabst Brewing Company, a Delaware corporation, Pearl Brewing, LLC, a Texas limited liability company, Falstaff Brewing Corporation, a Delaware corporation, General Brewing Company, LLC, a California limited liability company (collectively, the "Debtors") have entered into that certain Subordinated Credit Agreement dated as of January 29, 2007 (as amended, restated, supplemented or otherwise modified from time to time and in effect, the "Subordinated Credit Agreement") with the Lender, pursuant to which the Lender has agreed to make a loan to the Debtors;

WHEREAS, in connection with the Subordinated Credit Agreement, the Debtors and the Lender entered into that certain Security Agreement dated as of January 29, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Subordinated Credit Agreement and to induce the Lender to make a loan to the Debtors thereunder, the Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Liabilities, hereby mortgages and pledges to the Lender and grants to the Lender a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on **Schedule I** hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

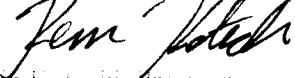
(c) all rights to sue at law or in equity for any infringement or other impairment of the foregoing, including the right to receive all proceeds and damages thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender as set forth and pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GENERAL BREWING COMPANY, LLC has caused this Trademark Security Agreement to be signed, dated and filed by its duly authorized officers of the date first set forth above.


GENERAL BREWING COMPANY, LLC

By: 
Kevin Kotecki, President.

Acknowledged:

MILLER BREWING COMPANY, as Lender

By:


Name) Gavin D.K. Hattersley
Title: Senior Vice President - Finance

**SCHEDULE I
TO
SHORT FORM TRADEMARK SECURITY AGREEMENT**

A. REGISTERED TRADEMARKS

[Include Trademarks Registration Number and Date]

B. TRADEMARKS APPLICATIONS

Schedule 1

	A	B	C	D	E	F	G	H
	APP NO	FILED DATE	REG NO	REG DATE	TRADEMARK	COUNTRY	STATUS	OWNER
1	74/480,175	1/14/1994	1,872,727	1/10/1995	DESIGN (X WITH BANNER)	UNITED STATES	REGISTERED	General
2	74/480,318	1/14/1994	1,992,300	8/13/1996	LUCKY (BLOCK LETTERS)	UNITED STATES	REGISTERED	General
3	73/734,777	6/17/1988	1,526,035	2/21/1989	LUCKY LAGER BEER (STYLIZED)	UNITED STATES	REGISTERED	General
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TRADEMARK

REEL: 003470 FRAME: 0255

4533420v1 1/29/2007

RECORDED: 01/29/2007