

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 company (the "Grantor"), in favor of **MILLER BREWING COMPANY**, a Wisconsin corporation, solely in its capacity as contract party under the Brewing Agreement (as hereinafter defined) (the "Brewer").

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 Consent and Agreement dated as of January 29, 2007 (the "Subordinated Consent and Agreement"), by and among the Brewer, to and for the benefit of Miller Brewing Company in its capacity as the lender under the Subordinated Credit Agreement (as defined therein) and that certain Consent and Agreement dated as of January 29, 2007 (the "Senior Consent and Agreement" and together with the Subordinated Consent and Agreement, the "Consent Agreements" as such agreements may be amended, restated supplemented or otherwise modified from time to time), by and among the Brewer, to and for the benefit of LaSalle Bank National Association in its capacity as agent for the Senior Lenders pursuant to the Credit Agreement (as defined therein), and each assignee of this Trademark Security Agreement, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Consent Agreements.

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" and individually each a "Debtor"), S&P Company, a California corporation ("Holdings"), and the Brewer have entered into that certain Brewing Agreement dated as of January 29, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Brewing Agreement"), pursuant to which the Brewer produces malt beverages for the Debtors subject to certain terms and conditions set forth in the Brewing Agreement;

WHEREAS, in connection with the Brewing Agreement, the Debtors and the Brewer 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 Brewer to enter into the Brewing Agreement, the Grantor hereby agrees with the Brewer 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 Brewer and grants to the Brewer 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 Brewer as set forth and pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Brewer 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 offer as of the date first set forth above.

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


GENERAL BREWING COMPANY, LLC

By: Kevin Kotecki

Kevin Kotecki, President

Acknowledged:

MILLER BREWING COMPANY, as
Brewer

By: 
Gavin D.K. Hattersley,
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	1,872,727	1/10/1995	DESIGN (X WITH BANNER)	UNITED STATES	REGISTERED	General
2	74/480,318	1,992,300	8/13/1996	LUCKY (BLOCK LETTERS)	UNITED STATES	REGISTERED	General
3	73/734,777	1,526,035	2/21/1989	LUCKY LAGER BEER (STYLIZED)	UNITED STATES	REGISTERED	General
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TRADEMARK

REEL: 003470 FRAME: 0382

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RECORDED: 01/29/2007