

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
Falstaff Brewing Corporation		01/26/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	LaSalle Bank National Association		
Street Address:	135 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	INC. ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76603906	BALLANTINE	
CORRESPONDENCE DATA			
Fax Number:	(312)264-2494		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	1-312-346-1300		
Email:	docket@schwartzcooper.com,bsugar@schwartzcooper.com		
Correspondent Name:	Bryan P. Sugar		
Address Line 1:	180 North LaSalle		
Address Line 2:	Suite 2700		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	040934.11524 FALSTAFF SEC		
NAME OF SUBMITTER:	Bryan P. Sugar		
Signature:	/Bryan P. Sugar/		
Date:	01/29/2007		

CH \$40.00 76603906

Total Attachments: 4

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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 **FALSTAFF BREWING CORPORATION**, a Delaware corporation (the "Grantor"), in favor of **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association in its capacity as agent for the Lenders referred to below (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, Pabst Brewing Company, a Delaware corporation, Pearl Brewing, LLC, a Texas limited liability company, the Grantor and General Brewing Company, LLC, a California limited liability company (collectively, the "Debtors") have entered into that certain Amended and Restated Credit Agreement dated as of January 29, 2007 (as amended, restated, supplemented or otherwise modified from time to time and in effect, the "Credit Agreement") with various financial institutions (collectively, the "Lenders") and the Agent, pursuant to which the Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, the Debtors;

WHEREAS, in connection with the Credit Agreement, the Debtors and the Agent entered into that certain Amended and Restated 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 Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders and the Agent to make their respective extensions of credit to the Debtors thereunder, the Grantor hereby agrees with the Agent 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 Agent and grants to the Agent 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 1** 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 Agent as set forth and pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent 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.

FALSTAFF BREWING CORPORATION

By: 
Kevin Kotecki, President

Acknowledged:

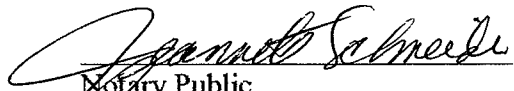
**LASALLE BANK NATIONAL
ASSOCIATION, as Agent**

By: 
Its: SENIOR VICE PRESIDENT

ACKNOWLEDGEMENT OF GRANTOR

STATE OF ILLINOIS)
)ss.
COUNTY OF Cook)

On this 26th day of JANUARY ²⁰⁰⁷ before me personally appeared KEVIN KOTECKI, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Falstaff Brewing Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public



Schedule 1

	A	B	C	D	E	F	G	H
	APP NO	FILED DATE	REG NO	REG DATE	TRADEMARK	COUNTRY	STATUS	OWNER
1	76/603,906	7/26/2004	2,994,051	9/13/2005	BALLANTINE (BLOCK LETTERS)	UNITED STATES	REGISTERED	Falstaff
2	71/645,767	4/23/1953	602,807	3/1/1955	BALLANTINE (STYLIZED)	UNITED STATES	REGISTERED	Falstaff
3	74/480,169	1/14/1994	1,872,725	1/10/1995	DESIGN (THREE INTERLOCKING RINGS)	UNITED STATES	REGISTERED	Falstaff
4	74/480,170	1/14/1994	1,872,726	1/10/1995	DESIGN (FALSTAFF SHIELD/CREST)	UNITED STATES	REGISTERED	Falstaff
5	72/333,547	7/25/1969	920,310	9/14/1971	DESIGN ONLY - (SAILING SHIP)	UNITED STATES	REGISTERED	Falstaff
6	74/467,934	12/9/1993	1,869,863	12/27/1994	FALSTAFF	UNITED STATES	REGISTERED	Falstaff
7	74/467,933	12/9/1993	1,887,384	4/4/1995	FALSTAFF LITE BEER (& DESIGN)	UNITED STATES	REGISTERED	Falstaff
8	74/480,172	1/14/1994	1,888,765	4/1/1995	INDIA PALE ALE BALLANTINE (& DESIGN)	UNITED STATES	REGISTERED	Falstaff
9	71/371,016	10/31/1935	332,889	3/3/1936	PURITY BODY FLAVOR (& DESIGN)	UNITED STATES	REGISTERED	Falstaff
10	71/685,637	4/18/1955	623,234	3/13/1956	PURITY BODY FLAVOR (& DESIGN)	UNITED STATES	REGISTERED	Falstaff

TRADEMARK

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