

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pearl Brewing Company, LLC		01/26/2007	LIMITED LIABILITY COMPANY: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LaSalle Bank National Association		
<b>Street Address:</b>	135 South LaSalle		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	INC. ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78822136	GOETZ PALE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)264-2494		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	1-312-346-1300		
<b>Email:</b>	docket@schwartzcooper.com,bsugar@schwartzcooper.com		
<b>Correspondent Name:</b>	Bryan P. Sugar		
<b>Address Line 1:</b>	180 North LaSalle		
<b>Address Line 2:</b>	Suite 2700		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	040934.11524 PEARL SECURI		
<b>NAME OF SUBMITTER:</b>	Bryan P. Sugar		
<b>Signature:</b>	/Bryan P. Sugar/		

CH \$40.00 78822136

Date:

01/29/2007

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 PEARL BREWING, LLC, a Texas limited liability company (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, the Grantor, Falstaff Brewing Corporation, a Delaware corporation 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

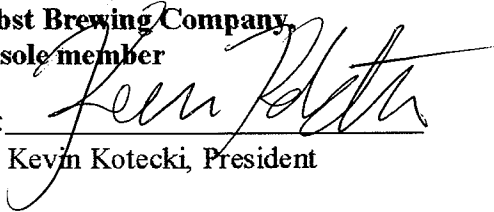
(c) all rights to sue at law or in equity for any infringement or other impairment of the foregoing, including the right to receive all proceeds and damages thereof.

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.

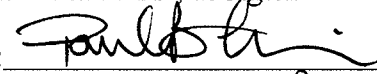
**PEARL BREWING, LLC**

By: ~~Pabst Brewing Company,~~  
its sole member

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 26<sup>th</sup> day of JANUARY <sup>2007</sup> 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 Pearl Brewing, LLC, 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	73/738,872	1,550,434	8/1/1989	1100 SPRINGS WATER	UNITED STATES	REGISTERED	Pearl
2	73/738,887	1,542,795	6/6/1989	AMERICA'S PREMIUM MALT LIQUOR	UNITED STATES	REGISTERED	Pearl
3	73/738,871	1,550,433	8/1/1989	BREWED WITH PURE SPRING WATER FRO	UNITED STATES	REGISTERED	Pearl
4	73/738,889	1,550,445	8/1/1989	COUNTRY CLUB	UNITED STATES	REGISTERED	Pearl
5	71/098,494	115,080	1/23/1917	COUNTRY CLUB & DESIGN	UNITED STATES	REGISTERED	Pearl
6	72/038,040	663,235	6/17/1958	COUNTRY CLUB & DESIGN	UNITED STATES	REGISTERED	Pearl
7	74/480,168	1,875,482	1/24/1995	DESIGN (TEAR DROP)	UNITED STATES	REGISTERED	Pearl
8	73/738,873	1,557,131	9/19/1989	FROM THE COUNTRY OF 1100 SPRINGS	UNITED STATES	REGISTERED	Pearl
9	73/738,886	1,550,443	8/1/1989	GOETZ	UNITED STATES	REGISTERED	Pearl
10	72/012,187	643,695	4/2/1957	GOETZ & DESIGN	UNITED STATES	REGISTERED	Pearl
11	73/738,888	1,550,444	8/1/1989	GOETZ BEER & DESIGN	UNITED STATES	REGISTERED	Pearl
12	73/738,884	1,550,435	8/1/1989	GOETZ MALT BEVERAGE (SAY "GETZ") & D	UNITED STATES	REGISTERED	Pearl
13	73/738,885	1,553,163	8/22/1989	GOETZ PALE THE FAMOUS NEAR BEER NO	UNITED STATES	REGISTERED	Pearl
14	73/738,885	1,550,442	8/1/1989	JAX	UNITED STATES	REGISTERED	Pearl
15	73/738,890	1,556,005	9/12/1989	NA & DESIGN	UNITED STATES	REGISTERED	Pearl
16	73/738,876	1,550,437	8/1/1989	PEARL	UNITED STATES	REGISTERED	Pearl
17	72/438,295	977,847	1/29/1974	PEARL FINE LAGER BEER BREWED WITH F	UNITED STATES	REGISTERED	Pearl
18	73/738,882	1,558,336	9/26/1989	PEARL LAGER BEER & DESIGN	UNITED STATES	REGISTERED	Pearl
19	73/738,878	1,550,439	8/1/1989	PEARL LIGHT LAGER BEER BREWED WITH	UNITED STATES	REGISTERED	Pearl
20	76/002,005	2,535,683	2/5/2002	PEARL ORIGINAL TEXAS BREW & DESIGN	UNITED STATES	REGISTERED	Pearl
21	73/738,879	1,550,440	8/1/1989	PILSENER CLUB	UNITED STATES	REGISTERED	Pearl
22	71/342,324	315,875	8/14/1934	TEXAS PRIDE	UNITED STATES	REGISTERED	Pearl
23	73/738,880	1,548,550	7/18/1989	TEXAS PRIDE	UNITED STATES	REGISTERED	Pearl
24	73/738,875	1,550,436	8/1/1989	TEXAS PRIDE LITE	UNITED STATES	REGISTERED	Pearl
25	73/738,883	1,553,162	8/22/1989	XXX & DESIGN	UNITED STATES	REGISTERED	Pearl
26	73/738,869	1,550,438	8/1/1989	XXX COUNTRY CLUB MALT LIQUOR & DESI	UNITED STATES	REGISTERED	Pearl
27	73/738,877			XXX SINCE 1886 PEARL FINE LAGER BEER	UNITED STATES	REGISTERED	Pearl
28							
29							
30	78/822,136	2/23/2006		GOETZ PALE	UNITED STATES	Pending	Pearl

TRADEMARK

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