

07-15-1999



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7.13.99

To the Honorable Commissioner of Pat

101091710

original documents or copy thereof.

1. Name of conveying party(ies):  
 Keystone Brewers Holding  
 Company  
 Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State- Delaware  
 Other \_\_\_\_\_  
 Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
 Name: National City Bank of Pennsylvania  
 Internal Address: 19th Floor  
 Street Address: 20 Stanwix Street  
 City Pittsburgh State PA ZIP 15222

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other Assignment for Security  
 Execution Date: June 9, 1999

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other National Bank  
 If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designation must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
 Additional numbers attached?  Yes  No

B. Trademark registration No.(s)  
 2,211,888  
 641,517  
 2,206,232  
 1,490,423

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Amy Tonti, Esq.  
 Internal Address: Klett Lieber Rooney & Schorling  
 Street Address: One Oxford Centre, 40th Floor  
 City: Pittsburgh State: PA ZIP 15219

6. Total number of applications and registrations involved: 4  
 7. Total fee (37 CFR 3.41): \$ 115.00  
 Enclosed  
 Authorized to be charged to deposit account for any fee deficiency  
 8. Deposit account number: 11-1163  
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*  
 Amy M. Tonti, Esq.                                           July 8, 1999  
 Name of Person Signing                      Signature                      Date  
 Total number of pages comprising cover sheet: 9

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

07/15/1999 MTHA11 00000057 2211888  
 Commissioner of Patents and Trademarks  
 Box Assignments  
 Washington, D.C. 20231

01 FC: 481 40.00 OP  
 02 FC: 482 75.00 OP

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

SUPPLEMENTAL SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that KEYSTONE BREWERS HOLDING COMPANY, a Delaware corporation, with an office at 919 North Market Street, 2nd Floor, Wilmington, Delaware 19801-4921(the "Assignor"), intending to be legally bound, hereby appoints and constitutes, NATIONAL CITY BANK OF PENNSYLVANIA, with an office at 20 Stanwix Street, 19th Floor, Pittsburgh, Pennsylvania 15222 (the "Assignee"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform, in the event of the occurrence of an Event of Default, as specified in the Trademark Security Agreement dated June 24, 1997 as supplemented and amended by the Supplemental Trademark Security Agreement of even date herewith by and between Assignor and Assignee, as the same may be amended, modified or supplemented from time to time, the following acts on behalf of Assignor:


1. For the purpose of assigning, selling or otherwise disposing of all right, title and interest of Assignor in and to the trademarks, trade names and designs listed in Schedule A, together with the good will of the business symbolized by such trademarks, trade names and designs, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose; and
2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Assignee may in its sole discretion determine.

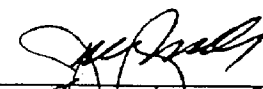
This power of attorney is made pursuant to the Supplemental Trademark Security Agreement and takes effect solely for the purpose of paragraph 2 thereof and is subject to the conditions thereof and may not be revoked until the payment in full of all "Indebtedness" as defined therein.

Dated: June 9, 1999

ATTEST:

KEYSTONE BREWERS HOLDING  
COMPANY

By:   
Name: DAVID BIRENBAUM  
Title: SECRETARY

By:   
Name: Thomas K. Powell  
Title: PRES

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

On this, the 9 day of June, 1999, before me, a Notary Public, personally appeared Joseph Picardi known to me to (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument who acknowledged himself to be the President of KEYSTONE BREWERS HOLDING COMPANY, a Delaware corporation, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation thereto by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Michelle M. Bakos  
Notary Public

My Commission Expires:

Notarial Seal  
Michelle M. Bakos, Notary Public  
Plum Boro, Allegheny County  
My Commission Expires Apr. 29, 2002

SUPPLEMENTAL ASSIGNMENT FOR SECURITY - TRADEMARKS

WHEREAS, KEYSTONE BREWERS HOLDING COMPANY, a Delaware corporation, with an office at 919 North Market Street, 2nd Floor, Wilmington, Delaware 19801-4921 (the "Assignor") has adopted, used and is using the trademarks listed on the annexed Schedule A, which trademarks are registered, to the extent indicated, in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to NATIONAL CITY BANK OF PENNSYLVANIA, with an office at 20 Stanwix Street, 19th Floor, Pittsburgh, Pennsylvania 15222 (the "Assignee") and has entered into a Supplemental Trademark Security Agreement dated the same date of this Assignment, as the same may be amended, modified or supplemented from time to time (the "Supplemental Trademark Security Agreement") amending and supplementing the Trademark Security Agreement dated June 24, 1997 in favor of Assignee; and


WHEREAS, pursuant to the Supplemental Trademark Security Agreement, Assignor has assigned to Assignee, and granted to Assignee a mortgage on, pledge of and security interest in, all right, title and interest of Assignor in and to the Trademarks, together with the good will of the business symbolized by the Trademarks, and the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment of the Indebtedness (as defined in the Supplemental Trademark Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Assignor does hereby further assign unto Assignee and grant to Assignee a mortgage on, pledge of and security interest in the Trademark Collateral to secure prompt payment of the Indebtedness.

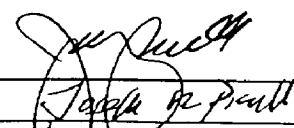
Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, mortgage on, pledge of and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Supplemental Trademark Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Assignment.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Assignor has caused this Assignment to be duly executed by its officers thereunto duly authorized as of the 9 day of June, 1999.

ATTEST:

By:   
Name: DAVID BIRENBAUM  
Title: SECRETARY

KEYSTONE BREWERS HOLDING  
COMPANY

By:   
Name: Joseph R. Prall  
Title: CEO

Schedule A

**KEYSTONE BREWERS HOLDING COMPANY  
TRADEMARK REGISTRATIONS**

**I. TRADEMARK REGISTRATIONS:**

United States

TABLE I  
"ACTIVE FED"

DIALOG(R) File 226: TRADEMARKSCAN(R) - US FED

KEYSTONE BREWERS HOLDING COMPANY

TRADEMARK	Reg. Number	Appl. Number	Filing Date	Reg. Date	Owner based on documents recorded in the United States Patent and Trademark Office	Liens Recorded in the United States Patent and Trademark Office
AMERICAN MADE IN THE USA	1,920,059	74/546,872	07/07/94	09/19/95	KEYSTONE BREWERS HOLDING COMPANY	SHAWMUT CAPITAL CORPORATION THE PROVIDENT BANK NATIONAL CITY BANK OF PENNSYLVANIA
J.J. WAINWRIGHT'S	1,799,580	74/360,348	02/18/93	10/19/93	KEYSTONE BREWERS HOLDING COMPANY	FLEET CAPITAL CORPORATION THE PROVIDENT BANK NATIONAL CITY BANK OF PENNSYLVANIA
PITTSBURGH BREWING CO.	1,811,001	74/308,876	08/27/92	12/14/93	KEYSTONE BREWERS HOLDING COMPANY	SHAWMUT CAPITAL CORPORATION FLEET CAPITAL CORPORATION THE PROVIDENT BANK NATIONAL CITY BANK OF PENNSYLVANIA
IRON CITY	1,809,461	74/302,711	08/10/92	12/07/93	KEYSTONE BREWERS HOLDING COMPANY	SHAWMUT CAPITAL CORPORATION THE PROVIDENT BANK NATIONAL CITY BANK OF PITTSBURGH
AMERICAN LIGHT MADE IN THE USA	1,482,628	73/673,440	07/20/87	03/29/88	KEYSTONE BREWERS HOLDING COMPANY	SHAWMUT CAPITAL CORPORATION THE PROVIDENT BANK NATIONAL CITY BANK OF PENNSYLVANIA
MUSTANG MALT LIQUOR	1,451,189	73/623,592	10/02/86	08/04/87	KEYSTONE BREWERS HOLDING COMPANY	SHAWMUT CAPITAL CORPORATION THE PROVIDENT BANK NATIONAL CITY BANK OF PENNSYLVANIA

TRADEMARK

TRADEMARK	Reg. Number	Appl. Number	Filing Date	Reg. Date	Owner based on documents recorded in the United States Patent and Trademark Office	Liens Recorded in the United States Patent and Trademark Office
MUSTANG	1,441,389	73/623,591	10/02/86	06/02/87	KEYSTONE BREWERS HOLDING COMPANY	SHAWMUT CAPITAL CORPORATION THE PROVIDENT BANK NATIONAL CITY BANK OF PENNSYLVANIA
IRON CITY DARK	1,421,367	73/593,755	04/17/86	12/16/86	KEYSTONE BREWERS HOLDING COMPANY	SHAWMUT CAPITAL CORPORATION THE PROVIDENT BANK NATIONAL CITY BANK OF PENNSYLVANIA
OLD FROTHINGSLOSH	1,416,875	73/593,754	04/17/86	11/11/86	KEYSTONE BREWERS HOLDING COMPANY	SHAWMUT CAPITAL CORPORATION THE PROVIDENT BANK NATIONAL CITY BANK OF PENNSYLVANIA
I.C. LIGHT	1,358,351	73/525,264	03/05/85	09/03/85	KEYSTONE BREWERS HOLDING COMPANY	SHAWMUT CAPITAL CORPORATION THE PROVIDENT BANK NATIONAL CITY BANK OF PENNSYLVANIA
I C LIGHT	1,199,008	73/261,058	05/06/80	06/22/82	KEYSTONE BREWERS HOLDING COMPANY	SHAWMUT CAPITAL CORPORATION THE PROVIDENT BANK NATIONAL CITY BANK OF PENNSYLVANIA
AMERICAN	643,376	72/008,376	05/16/56	03/26/57	KEYSTONE BREWERS HOLDING COMPANY	SHAWMUT CAPITAL CORPORATION THE PROVIDENT BANK NATIONAL CITY BANK OF PENNSYLVANIA
IRON CITY	582,833	71/640,525	01/08/53	11/24/53	KEYSTONE BREWERS HOLDING COMPANY	SHAWMUT CAPITAL CORPORATION THE PROVIDENT BANK NATIONAL CITY BANK OF PENNSYLVANIA
AMERICAN	641,517	72/009,926	06/11/56	02/12/57	KEYSTONE BREWING HOLDING COMPANY	SHAWMUT CAPITAL CORPORATION
DESIGN ONLY	2,211,888	75/328,266	07/21/97	12/15/98	KEYSTONE BREWERS HOLDING COMPANY	N/A

TRADEMARK	Reg. Number	Appl. Number	Filing Date	Reg. Date	Owner based on documents recorded in the United States Patent and Trademark Office	Liens Recorded in the United States Patent and Trademark Office
I-C-LIGHT	2,206,232	75/310,519	06/14/97	11/24/98	KEYSTONE BREWERS HOLDING COMPANY	N/A
I.C. LIGHT TWIST	2,204,537	75/296,715	05/22/97	11/17/98	KEYSTONE BREWERS HOLDING COMPANY	THE PROVIDENT BANK NATIONAL CITY BANK OF PENNSYLVANIA
BLIZZARD	N/A	75/152,836	08/19/96	N/A	KEYSTONE BREWERS HOLDING COMPANY	THE PROVIDENT BANK NATIONAL CITY BANK OF PENNSYLVANIA
IRON CITY BEER PITTSBURGH BREWING CO.	2,091,023	75/137,257	07/19/96	08/26/97	KEYSTONE BREWERS HOLDING COMPANY	THE PROVIDENT BANK NATIONAL CITY BANK OF PENNSYLVANIA
AMERICAN LIGHT	2,128,307	75/136,866	07/19/96	01/13/98	KEYSTONE BREWERS HOLDING COMPANY	THE PROVIDENT BANK NATIONAL CITY BANK OF PENNSYLVANIA
IRON CITY DARK PITTSBURGH BREWING CO.	2,087,475	75/136,399	07/19/96	08/12/97	KEYSTONE BREWERS HOLDING COMPANY	THE PROVIDENT BANK NATIONAL CITY BANK OF PENNSYLVANIA
OLD GERMAN	2,094,751	75/136,377	07/19/96	09/09/97	KEYSTONE BREWERS HOLDING COMPANY	THE PROVIDENT BANK NATIONAL CITY BANK OF PENNSYLVANIA
EVIL EYE	2,071,701	75/121,738	06/14/96	06/17/97	KEYSTONE BREWERS HOLDING COMPANY	THE PROVIDENT BANK NATIONAL CITY BANK OF PENNSYLVANIA
IRON CITY BEER	1,187,048	73/252,037	02/29/80	01/19/82	KEYSTONE BREWERS HOLDING COMPANY	SHAWMUT CAPITAL CORPORATION THE PROVIDENT BANK NATIONAL CITY BANK OF PENNSYLVANIA

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TRADEMARK

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TABLE 2  
"INACTIVE FED"

DIALOG(R)File 226:TRADEMARKSCAN(R)-US FED

KEYSTONE BREWERS HOLDING COMPANY

TRADEMARK	Reg. Number	Appl. Number	Filing Date	Reg. Date	Owner based on documents recorded in the United States Patent and Trademark Office	Liens Recorded in the United States Patent and Trademark Office
AMERICAN MADE IN THE USA	1,490,423	73/673,439	07/20/87	05/31/88	KEYSTONE BREWERS HOLDING COMPANY	SHAWMUT CAPITAL CORPORATION
BUFFALO	N/A	75/152,816	08/19/96	N/A	KEYSTONE BREWERS HOLDING COMPANY	THE PROVIDENT BANK NATIONAL CITY BANK OF PENNSYLVANIA

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