

Form PTO-1594

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

THE SAINT LOUIS BREWERY, INC.

4-16-02

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Missouri
- Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

Execution Date: 04/01/02

2. Name and address of receiving party(ies)

Name: CITIZENS NATIONAL BANK OF GREATER  
Internal ST. LOUIS

Address: \_\_\_\_\_

Street Address: 7305 Manchester Road

City: St. Louis State: MO Zip: 63143

- Individual(s) citizenship \_\_\_\_\_
- Association a national banking association
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations 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) \_\_\_\_\_

B. Trademark Registration No.(s) 1769049

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jeffrey E. Fine, Esq.

Internal Address: Polsinelli, Shalton & Welte, P.C.

Street Address: 100 S. Fourth, Suite 1100

City: St. Louis State: MO Zip: 63102

6. Total number of applications and registrations involved: \_\_\_\_\_

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

04/25/2002 LMUELLER 00000125 1769049

01 FC:481

40.00 DP

Jeffrey E. Fine, Esq.  
Name of Person Signing

*Jeffrey E. Fine*  
Signature

4/5/02  
Date

8

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into as of this 1<sup>st</sup> day of April, 2002 by THE SAINT LOUIS BREWERY, INC., whose address is 2100 Locust Street, St. Louis, Missouri 63103 ("Debtor"), in favor of CITIZENS NATIONAL BANK OF GREATER ST. LOUIS, whose address is 7305 Manchester Road, St. Louis, Missouri 63143 (the "Secured Party").

WITNESSETH:

WHEREAS, Debtor is justly indebted to The Industrial Development Authority of the County of St. Louis, Missouri (the "Issuer") pursuant to that certain Promissory Note of even date herewith in the principal amount of \$2,000,000 (the "Promissory Note") executed and delivered in connection with the Issuer's issuance of that certain Private Activity Revenue Bonds, Series 2002 (The Saint Louis Brewery, Inc. Project)(the "Bonds"); and

WHEREAS, the Issuer has assigned the Promissory Note to Citizens National Bank of Greater St. Louis (the "Trustee") for the benefit of the Secured Party, as initial purchaser of the Bonds, in accordance with that certain Indenture of Trust of even date herewith (the "Indenture") by and between the Issuer and Trustee; and

WHEREAS, the Secured Party has required that Debtor execute and deliver this Agreement to secure Debtor's performance under the Promissory Note.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby covenants and agrees with Secured Party as follows:

1. Security Interest. To secure the complete and timely payment of Debtor's obligations arising under the Promissory Note (the "Obligations"), Debtor hereby grants a continuing security interest in its entire right, title and interest in and to all of its now owned or existing, and hereafter acquired or arising and filed, trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications, including, without limitation, common law rights and each mark, registration, and application listed on Schedule A, attached hereto, respectively, and made a part hereof (as the same may be amended pursuant hereto from time to time), and including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, income, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Trademarks"); and together in each case with the goodwill of Debtor's business connected with the use of, and symbolized by, any of the foregoing. The Trademarks and goodwill are sometimes collectively referred to herein as the "Intellectual Property."

2. Representations, Warranties and Covenants of Debtor. Debtor represents, warrants, covenants and agrees that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability;

(b) No claim has been made that (i) the use of any of the Intellectual Property does or may violate the rights of any third person, (ii) no claims for infringement have been commenced in connection with any of the Intellectual Property, nor is there a reasonable basis therefor; and

(c) Debtor has the unqualified right to enter into this Agreement and perform its terms.

3. Further Assurances. Debtor agrees that, until all of the Obligations shall have been paid in full, it will not enter into any agreement which is inconsistent with Debtor's obligations under this Agreement without Secured Party's prior written consent. Debtor further agrees that at any time and from time to time, at the expense of Debtor, Debtor will promptly execute and deliver to Secured Party any and all further instruments and documents and take any and all further action that may be reasonably necessary or desirable, or that Secured Party may request, in order to perfect and protect the collateral assignment granted or purported to be granted hereby with respect to the Intellectual Property or to enable Secured Party to exercise its rights and remedies hereunder with respect to the same.

4. Additional Trademarks. If, before all of the Obligations shall have been paid in full, Debtor shall obtain rights to any new trademarks, the provisions of Paragraph 1 shall automatically apply thereto and Debtor shall give Secured Party prompt written notice thereof.

5. Modification by Secured Party. Debtor authorizes Secured Party to modify this Agreement by amending Schedule A to include any future trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service applications, without the signature of Debtor if permitted by applicable law.

6. Default. If an event of default shall have been declared by Secured Party as Trustee under the Indenture, Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Intellectual Property may be located and, without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Debtor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Intellectual Property, or any interest which Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Intellectual Property all reasonable expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations in such order and manner as

Secured Party, in its sole discretion, may elect. Any remainder of the proceeds after payment in full of all of the Obligations shall be paid over to Debtor. Notice of any sale or other disposition of the Intellectual Property shall be given to Debtor at least ten (10) days before the time of any intended public or private sale or other disposition of the Intellectual Property is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of the Obligations or Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Intellectual Property sold, free from any right of redemption on the part of Debtor, which right is hereby waived and released.

7. Termination of Security Interest. At such time as Debtor shall pay all of the Obligations in full, this Agreement shall terminate and Secured Party shall execute and deliver to Debtor all releases and other instruments as may be necessary or proper to release the Security Interest and re-vest in Debtor full title to the Intellectual Property, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

8. Expenses. Any and all reasonable fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Intellectual Property, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property, shall be borne and paid by Debtor on demand by Secured Party and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the Taxable Rate provided in the Promissory Note.

9. Preservation of Intellectual Property. Debtor shall have the duty to prosecute diligently any applications to register any of the Intellectual Property pending as of the date of this Agreement. Any expenses incurred in connection with the Intellectual Property shall be borne solely by Debtor. Debtor shall not abandon any Intellectual Property without the prior written consent of Secured Party. Debtor shall have the right, with the prior written consent of Secured Party, to bring any opposition proceedings, cancellation proceedings or lawsuits in its own name to enforce or protect the Intellectual Property, in which event Secured Party may, if necessary, be joined as a nominal party to such suit if Secured Party shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder.

10. No Waiver. No course of dealing between Debtor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then

such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. Relationship to Other Agreements. This Agreement and the liens and security interests (and pledges and assignments, as applicable) herein granted are in addition to any and all other deeds of trusts, mortgages, security agreements, security interests, pledges, assignments, liens, rights, titles or interests in favor of Secured Party or assigned to such party in connection with the obligations of Debtor to such party. All rights and remedies of Secured Party in all such agreements are cumulative.

13. Amendments. This Agreement is subject to amendment only by a writing signed by all of the parties hereto, except as provided in Paragraph 5.

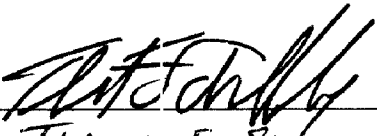
14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Debtor may not assign or delegate any of its rights of obligations under this Agreement.

15. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the internal laws of the State of Missouri.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement as of this 1st day of April, 2002.

THE SAINT LOUIS BREWERY, INC. ("Debtor")

By:   
Title: THOMAS F. SCHAEFER, PRESIDENT

CITIZENS NATIONAL BANK OF GREATER ST. LOUIS ("Secured Party")

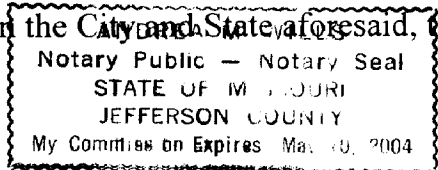
By:   
Title: EXECUTIVE VICE PRESIDENT

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF MISSOURI )  
 )  
CITY OF SAINT LOUIS )

On this 3<sup>rd</sup> day of April, 2002, before me personally appeared Thomas F. Schuler, to me personally known, who, being by me duly sworn, did say that he/she is the President of THE SAINT LOUIS BREWERY, INC., a Missouri corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and said President acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.



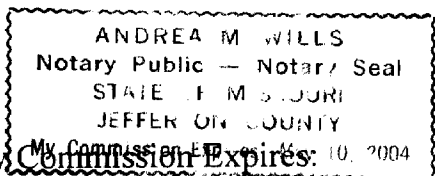
Andrea M. Willis  
Notary Public

My Commission Expires:  
May 10, 2004  
(SEAL)

STATE OF MISSOURI )  
 )  
CITY OF SAINT LOUIS )

On this 4<sup>th</sup> day of April, 2002, before me personally appeared Stacy Mc D. Campbell, to me personally known, who, being by me duly sworn, did say that he/she is the Exec. V.P. of CITIZENS NATIONAL BANK of GREATER ST. LOUIS, a national banking association, and that said instrument was signed on behalf of said association by authority of its Board of Directors; and said Executive Vice President acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.



Andrea M. Willis  
Notary Public

My Commission Expires:  
May 10, 2004  
(SEAL)

SCHEDULE A  
TRADEMARKS

MARK

REGISTRATION NUMBER

THE SAINT LOUIS BREWERY INC.  
SCHLAFLY SCHLAFLY BRAND BEERS  
SINCE 1991

1769049

THE TAP ROOM

14214 Missouri

BEER THE WAY IT USED TO BE

14213 Missouri

19314 / 58054  
JEFIN 183750