

03-05-2003

FORM PTO-1594 (Substitute)



COVER SHEET
ONLY

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

To the Director of the U.S. Patent and Trademark Office

102465481

Attached original documents or copy thereof.

1. Name of conveying party(ies):
KEYSTONE BREWERS HOLDING COMPANY

Individual Association
 General Partnership Limited Partnership
 Corporation-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
Address: 20 Stanwix Street, 19th Floor
City: Pittsburgh State: PA Zip: 15222

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 24, 1997

3-4-03

4. Application number(s) or patent number(s)

A. Trademark Application No(s):
75/927763

B. Trademark Registration No(s):
2478537; 2575139

Additional numbers attached? Yes No

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

Name: Jody L. Burtner, Senior Paralegal
REED SMITH LLP
Address: P.O. Box 488
City: Pittsburgh State: PA Zip: 15230

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6)): \$ 90.00

Enclosed
 Authorized to be charged to below deposit account
 Charge any deficiency to below deposit account

8. Deposit account number:
18-0582

(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 and copy of the original document.

Jody L. Burtner, Senior Paralegal [Signature] February 27, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 20

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

Director of the U.S. Patent and Trademark Office, Box Assignments
Washington, D.C. 20231

03/06/2003 LMJELLER 00000018-180582 75927763

01 FC:0521 40.00 CH
02 FC:0522 50.00 CH

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February 27, 2003 5:08 PM

TRADEMARK
REEL: 002682 FRAME: 0951

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") made as of this 24th day of JUNE, 1997, between KEYSTONE BREWERS HOLDING COMPANY, a Delaware corporation, with an office at 919 North Market Street, Second Floor, Wilmington, Delaware 19801-4921 (the "Grantor") and NATIONAL CITY BANK OF PENNSYLVANIA, with an office at 20 Stanwix Street, 19th Floor, Pittsburgh, Pennsylvania 15222 (the "Secured Party").

RECITALS:

WHEREAS, Grantor has adopted and is using the trademarks, trade names and designs listed in Schedule A annexed to this Trademark Security Agreement and made a part of this Trademark Security Agreement; and

WHEREAS, in consideration of the credit accommodations granted or to be granted by the Secured Party to PITTSBURGH BREWING COMPANY, a Delaware corporation (the "**Principal**"), pursuant to that certain Credit Agreement dated the date of this Trademark Security Agreement, as the same may be amended, modified or supplemented from time to time (the "**Credit Agreement**"), between the Secured Party and the Principal, including, but not limited to, the loans from the Secured Party to the Principal evidenced by the Reducing Revolving Credit Note of the Principal dated the date of this Trademark Security Agreement, as the same may be amended, modified or supplemented from time to time, together with all extensions, renewals, refinancings or refundings thereof, in whole or in part (the "**Reducing Revolving Credit Note**") and the Standby Term Loan Note dated the date of this Trademark Security Agreement, as the same may be amended, modified or supplemented from time to time, together with all extensions, renewals, refinancings or refundings thereof, in whole or in part (the "**Standby Term Loan Note**," and together with the Reducing Revolving Credit Note, the "**Notes**"), the Grantor has agreed to guaranty and act as surety for the obligations of performance and payment by the Principal to the Secured Party under the Notes pursuant to the Guaranty and Suretyship Agreement dated the date of this Trademark Security Agreement, as executed by the Grantor in favor of the Secured Party, as the same may be amended, modified or supplemented from time to time (the "**Guaranty Agreement**"); and

WHEREAS, to secure the performance of its Obligations (as defined in the Guaranty Agreement), the Grantor has agreed to grant a security interest in and to the Trademark Collateral (as defined in this Security Agreement) to the Secured Party, on the terms and conditions set forth in this Security Agreement.

NOW, THEREFORE, for and in consideration of the Debt (as defined in the Credit Agreement), and of the premises herein and intending to be legally bound, the parties covenant and agree as follows:

As security for the full and timely payment of the Obligations in accordance with the terms of the Guaranty Agreement and the performance of the other obligations of the Grantor under the Guaranty Agreement and this Trademark Security Agreement (the "**Indebtedness**"), Grantor hereby mortgages to and pledges in favor of the Secured Party, and grants to the Secured Party a security interest in, all its right, title and interest in and to (i) each of the trademarks, trade names and designs described in Schedule A to this Trademark Security Agreement and any other trademarks, trade names and designs that Grantor may adopt and use, in the U.S. or foreign countries, in connection with its business after the date of this Trademark Security Agreement, (collectively, the "**Trademarks**"), together with the goodwill of the business symbolized thereby, (ii) all registrations and pending trademark applications owned presently or obtained or filed hereafter, both in the United States and in foreign countries, and (iii) any and all proceeds of the foregoing, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition ((i), (ii) and (iii) are collectively, the "**Trademark Collateral**").

1. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor owns the Trademarks listed in Schedule A; to the extent indicated in Schedule A, the Trademarks are registered in the United States Patent and Trademark Office; and Grantor is the record owner of such registrations and all are in full force and effect. Grantor owns no trademarks or registrations or applications therefor other than those set forth on Schedule A.

(b) Grantor has the right and power to make the mortgage and pledge and grant the security interest granted in this Trademark Security Agreement; and the Trademark Collateral is not now, and will not at any time be, subject to any liens, mortgages, pledges, security interests, licenses or encumbrances or claims of any nature whatsoever created by or through Grantor, except (i) in favor of the Secured Party, (ii) the license in favor of the Principal pursuant to the terms and conditions of that certain Amended and Restated License Agreement by and between Grantor and Principal with an effective date of November 14, 1996 (the "License Agreement") and (iii) the subordinate lien in favor of The Provident Bank ("Provident") subject to the terms of the Subordination and Intercreditor Agreement by and among the Principal, Secured Party and Provident dated on or about the date hereof.

(c) Grantor will not assign, sell, transfer or otherwise dispose of, mortgage, pledge, hypothecate, grant a security interest in or lien upon, license, encumber or otherwise allow any claim to be created against any of the Trademark Collateral, except in favor of the Principal pursuant to the License Agreement and Provident.

(d) Grantor will take all reasonable steps necessary to maintain and defend the Trademarks and registrations of the Trademarks in the United States Patent and Trademark Office, or any similar office, including, without limitation, filing of affidavits of use and incontestability and renewal applications, and taking part in opposition, interference and cancellation proceedings.

(e) Grantor will perform all acts and execute any documents, including, without limitation, assignments suitable for filing with the United States Patent and Trademark Office and Uniform Commercial Code financing statements, reasonably requested of it by the Secured Party at any time to evidence, perfect and maintain the rights in the Trademark Collateral granted to the Secured Party under this Trademark Security Agreement. Grantor will promptly notify Secured Party at the time Grantor adopts for use in its business any Trademarks not described on Schedule A to this Trademark Security Agreement and files any applications to register a Trademark. In the event, Grantor fails to perform the requirements in the first sentence of this Section (e) within 3 days of Secured Party's request therefor, Grantor hereby authorizes the Secured Party to execute and file such assignments and financing statements (and/or similar documents) with respect to the Trademark Collateral, or copies thereof or of this Trademark Security Agreement, signed only by the Secured Party.

2. If an Event of Default (as defined in the Credit Agreement) has occurred and is continuing, then, in addition to all other rights and remedies of the Secured Party, whether under law, the Credit Agreement, the Guaranty Agreement or otherwise, the Secured Party may, without notice (a) grant itself a license to use the Trademarks, or any of them, without payment of any kind, until all inventories of finished goods produced for Grantor and/or ingredients and/or packaging materials unique to Grantor's products are sold or consumed; (b) assign, sell or otherwise dispose of or use the Trademark Collateral, or any of it, either with or without special or other conditions or stipulations, with power to buy the Trademark Collateral or any part of it, and with power also to execute assurances, and to do all other acts and things for completing the assignment, sale or disposition which the Secured Party shall, in its reasonable discretion, deem appropriate or proper; and (c) in order to implement any such assignment, sale or other disposal of any of the Trademark Collateral, pursuant to the authority granted in the Power of Attorney described in paragraph 3 of this Trademark Security Agreement (such authority becoming effective on the occurrence of an Event of Default), execute and deliver on behalf of Grantor, one or more instruments of assignment of the Trademarks (or any application or registration thereof), in form suitable for filing, recording or registration in the United States Patent and Trademark Office. Grantor agrees to pay all costs and expenses incurred in any such transfer, including any taxes, filing or recording fees, reasonable attorneys' fees and all reasonable travel and other expenses, and all such costs, to the extent paid by the Secured Party, shall be added to the Indebtedness. The Secured Party may apply the proceeds actually received from any such assignment, sale or other disposition to the reasonable costs and expenses thereof and/or to the Indebtedness, and Grantor shall remain liable and will pay the Secured Party on demand any deficiency remaining and the balance of any expenses unpaid. Nothing contained in this Trademark Security Agreement shall be construed as requiring the Secured Party to take any action at any time.

3. Concurrently with the execution and delivery of this Trademark Security Agreement, Debtor is executing and delivering to the Secured Party an Assignment for Security suitable for recording in the United States Patent and Trademark Office, in the form of Exhibit 1 to this Trademark Security Agreement, and two originals of a Special Power of Attorney, in the form of Exhibit 2 to this Trademark Security Agreement, for the Secured Party's use in the

assignment, sale or other disposal of the Trademarks (or any applications or registrations thereof) pursuant to paragraph 2 of this Trademark Security Agreement. Grantor hereby releases the Secured Party from any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Secured Party under the powers of attorney granted therein other than gross negligence or willful misconduct of the Secured Party.

4. Notwithstanding anything to the contrary contained in this Trademark Security Agreement, upon final payment and performance in full of the Indebtedness and termination of the Credit Agreement and the Guaranty Agreement, this Trademark Security Agreement shall terminate and be of no further force and effect and Secured Party shall thereupon terminate its security interest in the Trademark Collateral. Until such time, however, this Trademark Security Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns, provided that, without the prior written consent of Secured Party, the Grantor may not assign this Trademark Security Agreement or any of its rights under this Trademark Security Agreement or delegate any of its duties or obligations under this Trademark Security Agreement, and any such attempted assignment or delegation shall be null and void. This Trademark Security Agreement is not intended and shall not be construed to obligate Secured Party to take any action whatsoever with respect to the Trademark Collateral or to incur expenses or perform or discharge any obligation, duty or disability of the Grantor.

5. Undefined capitalized terms used in this Agreement shall have the meanings ascribed to such terms in the Credit Agreement, unless the context clearly requires otherwise.

6. The provisions of this Trademark Security Agreement are intended to be severable. If any provision of this Trademark Security Agreement shall for any reason be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of such provision in any other jurisdiction or any other provision of this Trademark Security Agreement in any jurisdiction.

7. No failure or delay on the part of Secured Party in exercising any right, remedy, power or privilege under this Trademark Security Agreement shall operate as a waiver thereof or of any other right, remedy, power or privilege of Secured Party under this Trademark Security Agreement or the Guaranty Agreement nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges of Secured Party under this Trademark Security Agreement are cumulative and not exclusive of any rights or remedies which it may otherwise have.

8. All notices, statements, requests and demands given to or made upon either party in accordance with the provisions of this Trademark Security Agreement shall be deemed to have been given or made when personally delivered or when deposited in the mail, postage

prepaid, or in the case of telegraphic notice, addressed, if to Grantor, at 919 North Market Street, Second Floor, Wilmington, Delaware, 19801-4921, Attention: President, with a copy to Principal at 3340 Liberty Avenue, Pittsburgh, Pennsylvania 15201-1394 and to David Horvitz, Esquire, Doepkin Keevican & Weiss, Professional Corporation, USX Tower, 58th Floor, 600 Grant Street, Pittsburgh, Pennsylvania 15219-2703 and, if to Secured Party, at 20 Stanwix Street, 19th Floor, Pittsburgh, Pennsylvania 15222, Attention: David G. Hammer, Vice President, and a copy to Craig S. Heryford, Esquire, Klett Lieber Rooney & Schorling, Professional Corporation, 40th Floor, Oxford Centre, Pittsburgh, Pennsylvania, 15219 or in accordance with the latest unrevoked written direction from either party to the other party.

9. This Trademark Security Agreement will be binding upon the Grantor and its successors and assigns, and will inure to the benefit of the Secured Party, its successors and assigns; provided, however that this Trademark Security Agreement may not be assigned by the Grantor. This Trademark Security Agreement may be assigned by the Secured Party.

10. Grantor consents to the exclusive jurisdiction and venue of the federal and state courts located in Allegheny County, Pennsylvania in any action on, relating to or mentioning this Trademark Security Agreement.

11. This Trademark Security Agreement shall be deemed to be a contract under the laws of the Commonwealth of Pennsylvania and the execution and delivery of this Trademark Security Agreement and the terms and provisions of this Trademark Security Agreement shall be governed by and construed in accordance with the laws of that Commonwealth and, to the extent applicable or governing, the laws of the United States of America.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed and delivered this Trademark Security Agreement as of the day and year first above written.

ATTEST:

KEYSTONE BREWERS HOLDING
COMPANY

By: [Signature]
Name: JAMES W. GELONG
Title: VP

By: [Signature]
Name: Joseph R. McCarty
Title: PRESIDENT

NATIONAL CITY BANK OF PENNSYLVANIA

By: [Signature]
Name: David G. Hammer
Title: VP

KEYSTONE BREWERS HOLDING COMPANY
TRADEMARK REGISTRATIONS

I. TRADEMARK REGISTRATIONS:United States

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
American Light Made in the USA and Design	1,482,628	March 29, 1988
American	643,376	March 26, 1988
American Made in the USA & Design	1,920,059	September 19, 1995
I.C. Light	1,358,351	September 3, 1985
I.C. Light and Design	1,199,008	June 22, 1982
Iron City	1,809,461	December 7, 1993
Iron City (Stylized)	582,833	November 24, 1953
Iron City Beer and Design	1,187,048	January 19, 1982
Iron City Dark	1,421,367	December 16, 1986
J.J. Wainwright's Select	1,799,580	October 19, 1993
Mustang	1,441,389	June 2, 1987
Mustang Malt Liquor & Design	1,451,189	August 4, 1987
Old Frothingslosh	1,416,875	November 11, 1986
Pittsburgh Brewing Company and Design	1,811,001	December 14, 1993

Pennsylvania

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Brew Bash	2,604,231	October 20, 1994
It's A 'Burgh Thing	2,614,024	December 23, 1994
J.J. Wainwright's Evil Eye Ale	2,605,989	November 2, 1994
Ja'Maccan Me Crazy	2,639,531	May 26, 1995

KEYSTONE BREWERS HOLDING COMPANY
TRADEMARK REGISTRATIONS

II. TRADEMARK APPLICATIONS

United States

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Evil Eye	75/121,738	June 14, 1996
Old German and Design	75/136,377	July 19, 1996
Iron City Dark and Design	75/136,399	July 19, 1996
American Light	75/136,866	July 19, 1996
Iron City Beer and Design	75/137,257	July 22, 1996
Buffalo	75/152,816	August 19, 1996
Blizzard	75/152,836	August 19, 1996
I.C. Twist	75/296,715	May 22, 1997
I.C. Light & Design	_____	_____
Lizard Design	_____	_____

EXHIBIT 1

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 Trademark Security Agreement dated the same date of this Assignment, as the same may be amended, modified or supplemented from time to time (the "Trademark Security Agreement") in favor of Assignee; and

WHEREAS, pursuant to the 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 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 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 _____ day of _____, 1997.

ATTEST:

**KEYSTONE BREWERS HOLDING
COMPANY**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

KEYSTONE BREWERS HOLDING COMPANY
TRADEMARK REGISTRATIONS

I. **TRADEMARK REGISTRATIONS:**United States

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KEYSTONE BREWERS HOLDING COMPANY
TRADEMARK REGISTRATIONS

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I.C. Twist	75/296,715	May 22, 1997
I.C. Light & Design	_____	_____
Lizard Design	_____	_____

EXHIBIT 2

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 of even date herewith by and between Assignor and Assignee, as the same may be amended, modified or supplemented from time to time (the "Trademark Security Agreement") 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 a 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: _____, 1997

ATTEST:

KEYSTONE BREWERS HOLDING COMPANY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**KEYSTONE BREWERS HOLDING COMPANY
TRADEMARK REGISTRATIONS**

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I.C. Light & Design	_____	_____
Lizard Design	_____	_____

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 Trademark Security Agreement dated the same date of this Assignment, as the same may be amended, modified or supplemented from time to time (the "Trademark Security Agreement") in favor of Assignee; and

WHEREAS, pursuant to the 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 Trademark Security Agreement);

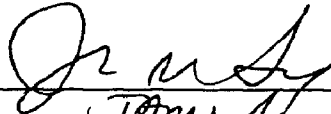
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Assignor does hereby further assign unto Assignee and grant to Assignee a mortgage on, pledge of and security interest in the Trademark Collateral to secure prompt payment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

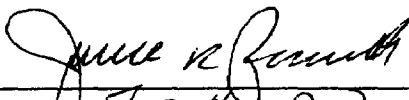
Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, mortgage on, pledge of and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Trademark Security Agreement, the terms and 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 _____ day of _____, 1997.

ATTEST:

**KEYSTONE BREWERS HOLDING
COMPANY**

By: 
Name: Thomas M. Cech
Title: CEO

By: 
Name: Joseph R. Piccini
Title: PRESIDENT

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 of even date herewith by and between Assignor and Assignee, as the same may be amended, modified or supplemented from time to time (the "Trademark Security Agreement") 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 a 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: _____, 1997

ATTEST:

KEYSTONE BREWERS HOLDING
COMPANY

By: _____
Name: Diane M. Gearty
Title: CEO

By: _____
Name: Joseph R. Piccilli
Title: PRESIDENT

**KEYSTONE BREWERS HOLDING COMPANY
TRADEMARK REGISTRATIONS**

I. TRADEMARK REGISTRATIONS:United States

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
American Light Made in the USA and Design	1,482,628	March 29, 1988
American	643,376	March 26, 1988
American Made in the USA & Design	1,920,059	September 19, 1995
I.C. Light	1,358,351	September 3, 1985
I.C. Light and Design	1,199,008	June 22, 1982
Iron City	1,809,461	December 7, 1993
Iron City (Stylized)	582,833	November 24, 1953
Iron City Beer and Design	1,187,048	January 19, 1982
Iron City Dark	1,421,367	December 16, 1986
J.J. Wainwright's Select	1,799,580	October 19, 1993
Mustang	1,441,389	June 2, 1987
Mustang Malt Liquor & Design	1,451,189	August 4, 1987
Old Frothingslosh	1,416,875	November 11, 1986
Pittsburgh Brewing Company and Design	1,811,001	December 14, 1993

Pennsylvania

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Brew Bash	2,604,231	October 20, 1994
It's A 'Burgh Thing	2,614,024	December 23, 1994
J.J. Wainwright's Evil Eye Ale	2,605,989	November 2, 1994
Ja'Maccan Me Crazy	2,639,531	May 26, 1995

KEYSTONE BREWERS HOLDING COMPANY
TRADEMARK REGISTRATIONS

II. TRADEMARK APPLICATIONS

United States

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Evil Eye	75/121,738	June 14, 1996
Old German and Design	75/136,377	July 19, 1996
Iron City Dark and Design	75/136,399	July 19, 1996
American Light	75/136,866	July 19, 1996
Iron City Beer and Design	75/137,257	July 22, 1996
Buffalo	75/152,816	August 19, 1996
Blizzard	75/152,836	August 19, 1996
I.C. Twist	75/296,715	May 22, 1997
I.C. Light & Design	_____	_____
Lizard Design	_____	_____

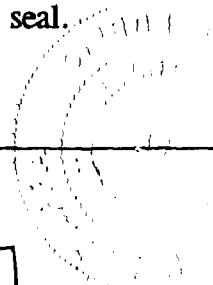
ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the 24 day of June, 1997, before me, a Notary Public, personally appeared JOSEPH R. PICCOLI, 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.

Jean M. Zappa
Notary Public



My Commission Expires:

Notarial Seal
Jean M. Zappa, Notary Public
Pittsburgh, Allegheny County
My Commission Expires April 8, 2000
Member, Pennsylvania Association of Notaries

February 27, 2003

Director of Patents and Trademarks
BOX ASSIGNMENT
Washington, DC 20231

Re: Recordation of Trademark Security Agreement
KEYSTONE BREWERS HOLDING COMPANY to
NATIONAL CITY BANK OF PENNSYLVANIA

Dear Sir:


Enclosed are the following for filing in connection with the above-referenced matter:

1. A copy of a Trademark Security Agreement, with attached completed Recordation Form Cover Sheet - Trademarks Only; and
2. A self-addressed stamped postcard, return of which is requested to acknowledge receipt of the enclosed documents.

The Director is authorized to charge the fee of \$90.00, representing the recordation fee for three (3) trademark properties, and any additional payment due in connection with this submission, or to credit any overpayment, to Deposit Account No. 18-0582. A duplicate copy of this authorization is enclosed.

Very truly yours,

REED SMITH LLP

By 
Jody L. Burtner, Senior Paralegal

cc: James W. France, Esq. (w/encl.)
Amy M. Tonti, Esq. (w/encl.)
Ms. Carol A. Soltes (w/ encl.)

LONDON
NEW YORK
LOS ANGELES
SAN FRANCISCO
WASHINGTON, D.C.
PHILADELPHIA
PITTSBURGH
OAKLAND
PRINCETON
FALLS CHURCH
WILMINGTON
NEWARK
COVENTRY, UK
CENTURY CITY
RICHMOND
HARRISBURG
LEESBURG
WESTLAKE VILLAGE

P.O. Box 488
Pittsburgh, PA 15230-0488
412.288.3131
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reedsmith.com

TRADEMARK

REEL: 002682 FRAME: 0971