

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

<p>1. Name of conveying party(ies): <u>Bank of America, N.A.</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Other – <u>National Banking Association</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Ableco Finance LLC</u> Internal Address: <u>299 Park Avenue</u> Street Address: City: <u>New York</u> State: <u>NY</u> Zip: <u>10171</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - <u>Delaware</u> <input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other – <u>Assignment of Security Interest in Intellectual Property recorded at reel 002078/frame 0412 on May 24, 2000</u></p> <p>Execution Date: <u>October 27, 2004</u></p>	<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) See attached schedule</p> <p style="text-align: right;">B. Trademark Registration No.(s) See attached schedule</p> <p style="text-align: center;">Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Daniel Angel, Esq.</u> Internal Address: <u>Schulte Roth & Zabel LLP</u></p> <hr/> <p>Street Address: <u>919 Third Avenue</u></p> <p>City: <u>New York</u> State: <u>N.Y.</u> Zip: <u>10022</u></p>	<p>6. Total number of applications and registrations involved: 9</p> <p>7. Total fee (37 CFR 3.41) \$ <u>240.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>500675 – Schulte Roth & Zabel LLP/Order No. 014951/0597</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>

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.

Daniel Angel, Esq.

November 12, 2004

Name of Person Signing
Signature
Date

Total number of pages including cover sheet, attachments, and document: 9

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

CH \$240.00 500675 75849770

SCHEDULE A

Mark	Reg. No./Serial No.
GB and design	2,220,305
GORDON BIERSCH	75/849,770
GORDON BIERSCH BREWERY RESTAURANT	75/849,773
Design	75/849,772
Design	75/849,771
MAIBOCK and design	75/849,919
HEFEWEIZEN and design	75/849,921
WIESENHELLES and design	75/849,774
BEER & HAND and design	75/849,595

ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (the "**Assignment**") is made and effective as of the date indicated below and is granted by and among **GB ACQUISITION, INC.**, a Tennessee corporation ("**Grantor**") and **BANK OF AMERICA, N.A.**, a national banking association ("**Assignor**") for the benefit of **ABLECO FINANCE LLC**, a limited liability company ("**Assignee/Grantee**").

WHEREAS, Grantor owns all right, title and interest in and to the Pledged Collateral (as such term is herein defined);

WHEREAS, pursuant to that certain Credit Agreement dated as of December 10, 1999, as amended, replaced, superseded or otherwise modified from time to time (the "**Existing Financing Agreement**") by and among Gordon Biersch Brewery Restaurant Group, Inc., a Tennessee corporation and as successor-in-interest to Trolley Barn Brewery, Inc. (the "**Parent**"), Big River Breweries, Inc., a Tennessee corporation ("**Big River Breweries**"), the Grantor and Big River Properties, Inc., a Tennessee corporation ("**Big River Properties**", and together with the Parent, Big River Breweries and the Grantor, each an "**Obligor**" and collectively, the "**Obligors**"), the lenders party thereto (the "**Existing Lenders**"), Assignor, as administrative agent for itself and the Existing Lenders (in such capacity, the "**Existing Administrative Agent**") and U.S. Bank National Association, as documentation agent (and together with the Existing Administrative Agent, each an "**Existing Agent**" and collectively, the "**Existing Agents**"); Lenders agreed to make loans and other financial accommodations to Grantor;

WHEREAS, pursuant to the Existing Financing Agreement, Grantor executed that certain Trademark Security Agreement dated as of December 10, 1999, as amended, replaced, superseded or otherwise modified from time to time (the "**Existing Security Agreement**") in favor of Assignor (as Existing Administrative Agent), pursuant to which Grantor granted to Assignor (as Existing Administrative Agent), a lien upon and security interest in, among other things, Grantor's respective right, title and interest in and to the following property of Grantor, whether then owned or thereafter acquired to secure the payment and performance of the Obligations (as defined in the Existing Security Agreement) (collectively, the "**Pledged Collateral**"):

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos and other source of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, now existing or hereafter acquired, and all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed with a national, state or local governmental authority of any country, whether now or hereafter existing, including, without limitation, all such rights referred to in Schedule A attached hereto (the "**Trademarks**");

- (b) any agreement, written or oral, providing for the grant by or to Grantor of any right to use any Trademark, whether now or hereafter existing, including, without limitation, any thereof referred to in Schedule A attached hereto;
- (c) to the extent not otherwise included, all proceeds and products of any and all of the foregoing;

WHEREAS, the Existing Security Agreement was recorded at the United States Patent and Trademark Office at Reel 002078/Frame 0412 on May 24, 2000;

WHEREAS, the Existing Agents and the Existing Lenders intend to sell all of their rights and obligations in respect of their Commitments (as defined in the Existing Financing Agreement) and Loans (as defined in the Existing Financing Agreement) under the Existing Financing Agreement on the terms set forth in that certain Assignment and Acceptance Agreement (the "Assignment Agreement") dated the date hereof among the Existing Agents, the Existing Lenders, the Obligors and the New Lenders and the New Agents (as such terms are defined below) with such Commitments and Loans immediately upon the consummation of such acquisition to be governed by the Amended and Restated Financing Agreement, dated as of October 27, 2004, by and among each of the Obligors, each lender from time to time party to thereto as a lender (the "New Lenders"), Ableco Finance LLC, as collateral agent for the New Lenders (in such capacity, the "Collateral Agent") and Wells Fargo Foothill, Inc., as administrative agent for the New Lenders (in such capacity, the "Administrative Agent" and together with the Collateral Agent, each a "New Agent" and collectively, the "New Agents"); and

WHEREAS, pursuant to the Assignment Agreement, Assignor (on behalf of the Existing Lenders) agreed to assign to Assignee/Grantee (as Collateral Agent, for the benefit of the New Lenders) all right, title and interest of Assignor and the Existing Lenders in and to the Pledged Collateral (collectively, the "Assigned Interest").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor (as Existing Administrative Agent) hereby assigns, sells and transfers unto Assignee/Grantee, its successors and assigns, all of its right, title and interest throughout the world in perpetuity in and to the Assigned Interest, the same to be held and enjoyed by Assignee/Grantee (as Collateral Agent), their successors and assigns to the same extent that such would have been held and enjoyed by Assignor (as Existing Administrative Agent) had this assignment not been made. Assignor hereby covenants and agrees to provide any further necessary documentation and do all further acts reasonably requested by Assignee/Grantee in this regard to confirm and perfect title in and to the Assigned Interest in Assignee/Grantee (as Collateral Agent), their successors, assigns, or other legal representatives.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor has caused this assignment to be duly executed by its officer thereunto duly authorized, as of the 21 day of October 2004.

**BANK OF AMERICA, N.A., as Existing
Administrative Agent**

By: Julie A. Smith

Name: Julie A. Smith

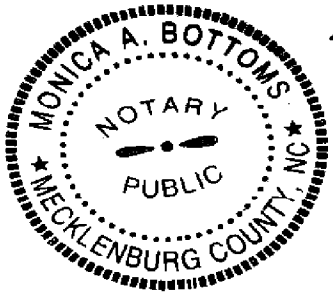
Title: SVP

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF N. Carolina

COUNTY OF Mecklenburg SS.:

On this 27 day of October 2004, before me, the undersigned, personally appeared Julie A. Smith, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Monica A Bottoms
[NOTARY SEAL]

**ACKNOWLEDGED, AGREED AND
CONSENT GIVEN:**

GB ACQUISITION, INC.

By: 

Name: C. Andrew Stockett

Title: CFO

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Tennessee

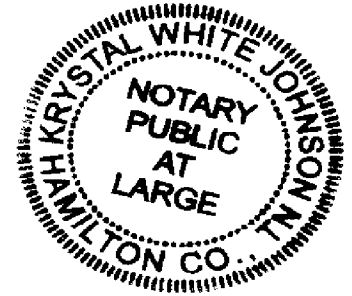
SS.:

COUNTY OF Hamilton

On this 27th day of October 2004, before me, the undersigned, personally appeared C. Andrew Hockett, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Krystal White Johnson
[NOTARY SEAL]

My Commission Expires: 8-24-2008



SCHEDULE A

Mark	Reg. No./Serial No.
GB and design	2,220,305
GORDON BIRSCH	75/849,779
GORDON BIRSCH BREWERY RESTAURANT	75/849,773
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Design	75/849,771
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BEER & HAND and design	75/849,595