

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment and Assumption of Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ABLECO FINANCE LLC		11/15/2006	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	WELLS FARGO FOOTHILL, INC., AS COLLATERAL AGENT
<b>Street Address:</b>	2450 Colorado Avenue
<b>Internal Address:</b>	Suite 3000 West
<b>City:</b>	Santa Monica
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90404
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2220305	GB
Serial Number:	75849773	GORDON BIRSCH BREWERY RESTAURANT
Serial Number:	75849772	GB
Serial Number:	75849771	
Serial Number:	75849770	GORDON BIRSCH
Serial Number:	75849919	MAIBOCK EINBECKER STYLE LAGER GORDON BIRSCH BREWING COMPANY
Serial Number:	75849921	HEFEWEIZEN CLASSIC SUMMER BEER
Serial Number:	75849774	WIESENHELLES
Serial Number:	75849595	

**CORRESPONDENCE DATA**

Fax Number: (213)830-8743

**CH \$240.00 2220305**

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 213-680-6400  
Email: kimberley.lathrop@bingham.com  
Correspondent Name: Kimberley Lathrop c/o Bingham McCutchen  
Address Line 1: 355 South Grand Avenue  
Address Line 2: Suite 4400  
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	3004422.320371
NAME OF SUBMITTER:	Kimberley A. Lathrop
Signature:	/Kimberley A. Lathrop/
Date:	12/07/2006

**Total Attachments: 4**

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**ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT**

**THIS ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT** (this "Assignment"), is dated as of November 15, 2006, and made by **ABLECO FINANCE LLC**, a Delaware limited liability company (the "Resigning Collateral Agent"), to **WELLS FARGO FOOTHILL, INC.**, a California corporation (the "Entering Collateral Agent").

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of December 10, 1999, made by **GB ACQUISITION, INC.**, a Tennessee corporation, as grantor, in favor of Resigning Collateral Agent, as successor in interest to Bank of America, N.A., a national banking association, (the "Security Agreement"), a security interest was granted to Resigning Collateral Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

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

WHEREAS, the Resigning Collateral Agent desires to assign and delegate its rights, title and interest in and to the Security Agreement and the Trademark Collateral, and the Entering Collateral Agent desires to accept such assignment and assume said rights, title and interest, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Resigning Collateral Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral" as used herein, shall mean all of the Resigning Collateral Agent's right, title and interest of every kind and nature as of the date hereof in the trademarks listed on Schedule A hereto.

2. Assignment and Assumption of Security Interest. The Resigning Collateral Agent hereby assigns and transfers unto the Entering Collateral Agent, and the Entering Collateral Agent hereby accepts all of the Resigning Collateral Agent's rights, title and interest in and to the Security Agreement and Trademark Collateral, as of the date hereof.

3. Representations and Warranties. Resigning Collateral Agent represents and warrants that: (i) it has the full power and authority to execute this Assignment; and (ii) it has not assigned, transferred, restricted or otherwise encumbered its rights under the Security Agreement or its rights, .

4. Further Assurances. The Entering Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the Assignment contemplated hereby.

*[remainder of page intentionally blank]*

IN WITNESS WHEREOF, the undersigned have entered into this Assignment as of the date first written above.

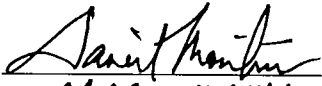
**RESIGNING COLLATERAL AGENT:**

**ABLECO FINANCE LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Kevin Genda  
Title: SVP

**ENTERING COLLATERAL AGENT:**

**WELLS FARGO FOOTHILL, INC.,**  
a California corporation

By:   
Name: DANIEL MACHADO  
Title: VICE PRESIDENT

**Schedule A**

**TRADEMARK COLLATERAL**

**Federal Trademarks**

<b>Mark</b>	<b>Reg. No./Serial No.</b>
GB and design	2,220,305
GORDON BIRSCH	75/849,779
GORDON BIRSCH 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
WEISENHELLES and design	75/849,774
BEER & HAND and design	75/849,595

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