

**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: 13**

Property Type	Number	Word Mark
Registration Number:	2093135	
Registration Number:	2237964	NEW WORLD CUISINE & FRESH BEER A1A ALE WORKS "WORTH CROSSING THE ROAD FOR!"
Serial Number:	75727351	SEVEN BRIDGES GRILLE & BREWERY
Serial Number:	75727352	WILD RACE
Serial Number:	75787230	WILD RACE
Serial Number:	75727353	SWEET MAGNOLIA
Serial Number:	75572945	FIRKINSTEIN HALLOWEEN ALE
Serial Number:	75732163	IRON HORSE STOUT
Serial Number:	75385597	RAGTIME RED BRICK ALE GOOD FOR WHAT ALES YOU
Serial Number:	75692322	SOUTHERN FLYER LIGHT LAGER
Serial Number:	75765712	SOUTHERN FLYER LIGHT LAGER
Serial Number:	75731677	WILD RED ALE

CH \$340.00 2093135

Serial Number:

75787229

WILD RED ALE A CAUSE FOR NATURE AND MAN-KIND  
ALIKE.

**CORRESPONDENCE DATA**

Fax Number: (213)830-8743

*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 **BIG RIVER BREWERIES, 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 February 2, 2000, at Reel 002015 and Frame 0441; 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

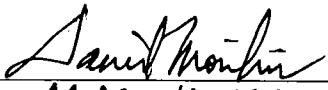
Title: SVP

[SIGNATURE PAGE TO ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS (BIG RIVER BREWERIES)]

**TRADEMARK**  
**REEL: 003440 FRAME: 0993**

**ENTERING COLLATERAL AGENT:**

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

By:   
Name: DANIEL MONAHAN  
Title: VICE PRESIDENT

Schedule A

**TRADEMARK COLLATERAL**

Federal Trademarks

<b>Federal Trademark</b>	<b>Reg. No.</b>	<b>Reg./Filing Date</b>
NEW WORLD CUISINE & FRESH BEER A1A ALE WORKS "WORTH CROSSING THE ROAD FOR!" and design	2,093,135	Unknown
A1A ALE WORKS and design	2,237,964	4/13/99
SEVEN BRIDGES GRILLE & BREWING	75/727,351	6/18/99
WILD RACE	75/727,352	6/18/99
WILD RACE AND DESIGN	75/787,230	8/30/99
SWEET MAGNOLIA BROWN ALE	75/727,353	6/18/99
FIRKINSTEIN HALLOWEEN ALE and design	75/572,945	10/19/98
IRON HORSE STOUT	75/732,163	6/18/99
RAGTIME RED BRICK ALE GOOD FOR WHAT ALES YOU	75/385,597	11/6/97
SOUTHERN FLYER LIGHT LAGER	75/692,322	4/26/99
SOUTHERN FLYER LIGHT LAGER and design	75/765,712	8/2/99
WILD RED ALE	75/731,677	6/18/99
WILD RED ALE and design	75/787,229	8/30/99

State Trademarks

<b>Florida</b>		
A1A HONEY ALE	FL T95 0000 1106	9/7/95
RED BRICK ALE	FL T94 00000 1576	10/10/94

LA/40366759.2