

5/4/00

05-15-2000

SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

FORM PTO-1594

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

Tab settings => => ▼



101355040

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

1. Name of conveying party(ies):

Gordon Biersch Brewing Company
2960 W. Sahara Avenue, Suite 200
Las Vegas, Nevada 89102

- Individual(s)
- General Partnership
- Corporation-State — California
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: _____

2. Name and address of receiving party(ies):

Name: GB Acquisition, Inc.

Internal Address: _____

Street Address: 100 East 10th Street, Suite 600

City: Chattanooga State: Tennessee ZIP: 37402

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Tennessee
- 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 patent number(s):

A. Trademark Application No.(s)

75 / 849,770	75 / 849,771	75 / 849,774
75 / 849,773	75 / 849,919	75 / 849,595
75 / 849,772	75 / 849,921	

Additional numbers attached Yes No

B. Trademark Registration No.(s)

2,220,305 2,129,056

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

Name: Mark Turner

Internal Address: Chambliss, Bahner & Stophel, P.C.

Street Address: 1000 Tallan Building

Two Union Square

City: Chattanooga State: Tennessee ZIP: 37402

6. Total number of applications and registrations involved:

11 10

7. Total fee (37 CFR 3.41) \$ 265.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number

20-0052

(Attach duplicate copy of this page if paying by deposit account)

05/15/2000 DNGUYEN 00000171 200052 75849770

01 FC:481 40.00 CH
02 FC:482 225.00 CH

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.

Mark Turner
Name of Person Signing

Mark Turner
Signature

May 2, 2000
Date

Christine E Wilson

Total number of pages including cover sheet, attachments, and document: 5

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

ASSIGNMENT

This ASSIGNMENT (the "Assignment") is made and entered into as of this 10th day of December, 1999, (the "Effective Date"), by and between Gordon Biersch Brewing Company ("Assignor"), 2960 W. Sahara Avenue, Suite 200, Las Vegas, Nevada 89102 and GB Acquisition, Inc., a Tennessee corporation ("Assignee"), 100 East 10th Street, Suite 600, Chattanooga, Tennessee 37402 (each individually a "Party"; collectively the "Parties").

WITNESSETH:

WHEREAS Assignor and Assignee entered into an Asset Purchase Agreement dated December 10, 1999 and an Assignment and Coexistence Agreement dated December 10, 1999 pursuant to which Assignor has agreed to sell, transfer and assign to Assignee the assets relating to Assignor's restaurant business and Assignee has agreed to acquire the assets relating to Assignor's restaurant business; and pursuant to which Assignor has agreed to sell, transfer and assign to Assignee and Assignee has agreed to accept the sale and assignment of all of Assignor's right, title and interest in and to the trademarks solely in connection with the restaurant business of Assignor, as shown on the attached Schedule A and the goodwill associated therewith and symbolized thereby solely for use in restaurant trade channels (the "Marks") in the world (the "Territory").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer over to Assignee and Assignee hereby accepts the sale and assignment of, all of Assignor's right, title and interest in and to the Marks, together with the goodwill associated therewith and symbolized thereby solely for use in restaurants, and consents to Assignee's use and applications and registration thereof solely for use in restaurants, in the Territory including any renewals and extensions of the registrations that are or may be secured under the laws of the Territory, now or hereafter in effect, together with all income, royalties or payments due or payable with respect to the Marks as of the date hereof and hereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, affiliates or other legal representatives. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

The Parties shall provide to each other and their successors, assigns or other legal representatives, cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, powers of attorney and other documentation as maybe reasonably required) that is reasonable and appropriate in connection with (1) the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for any of the Marks that Assignor reasonably may deem appropriate that may be secured under the

laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

IN TESTIMONY WHEREOF, the Parties hereto have executed this Trademark Assignment this 10th day of December, 1999.

GORDON BIERSCH BREWING COMPANY

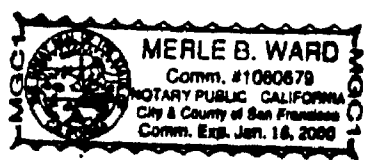
By: [Signature]
Name:
Title:

STATE OF California)
COUNTY OF San Francisco) SS.

On this 10th day of December, 1999, there appeared before me Lorenzo J. Fertitta, on behalf of Gordon Biersch Brewing Company, personally known to me, who acknowledged that he/she signed the foregoing Trademark Assignment as his/her voluntary act and deed with full authority to do so.

[Signature: Merle B. Ward]
Notary Public

GB ACQUISITION, INC.

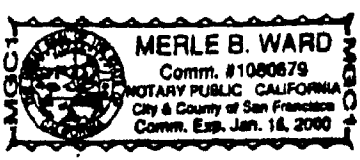


By: [Signature]
Name:
Title:


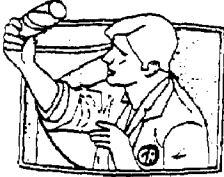

STATE OF California)
COUNTY OF San Francisco) SS.

On this 10th day of December, 1999, there appeared before me H. Allan Corey, on behalf of GB Acquisition, Inc. personally known to me, who acknowledged that he/she signed the foregoing Trademark Assignment as his/her voluntary act and deed with full authority to do so.

[Signature: Merle B. Ward]
Notary Public



**ASSIGNMENT
REVISED SCHEDULE A**

FEDERAL		
Mark	Reg. No. Reg. Date	Classes/Goods/Services
	2,220,305 26 Jan 1999 To Be Amended	42 Restaurant and catering services, excluding concession services.
GORDON BIRSCH	Serial No. 75/849,770 13 Nov. 1999	21 Beverage glassware for sale in restaurants. 25 Wearing apparel; namely, tee-shirts, sweats, polo shirts, hats and baseball caps for sale in restaurants. 42 Restaurant and catering services, excluding concession services.
GORDON BIRSCH BREWERY RESTAURANT	Serial No. 75/849,773 13 Nov. 1999	42 Restaurant and catering services, excluding concession services.
	Serial No. 75/849,772 13 Nov. 1999	42 Restaurant and catering services, excluding concession services.
	Serial No. 75/849,771 13 Nov. 1999	42 Restaurant and catering services, excluding concession services.
MAIBOCK & DESIGN	Serial No. 75/849,919	42 Restaurant and catering services, excluding concession services.
HEFEWEIZEN & DESIGN	Serial No. 75/849,921	42 Restaurant and catering services, excluding concession services.
WIESENHELLES & DESIGN	Serial No. 75/849,774	42 Restaurant and catering services, excluding concession services.
BEER & HAND DESIGN	Serial No. 75/849,595	42 Restaurant and catering services, excluding concession services.

FEDERAL		
Mark	Reg. No. Reg. Date	Classes/Goods/Services
GORDON BIRSCH GARLIC FRIES	Registration No. 2,129,056 13 Jan. 1998	29 Deep Fried potatoes
CALIFORNIA		
GORDON BIRSCH (Stylized)	39,226 16 Sep 1991 To be canceled and refiled for the identification indicated	42 Restaurant and catering services, excluding concession services.